

West Santa Ana Branch Transit Corridor

Draft EIS/EIR Appendix BB
Draft Section 4(f) and 6(f) Evaluation



Metro®

WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT

**Draft EIS/EIR Appendix BB
Draft Section 4(f) and 6(f) Evaluation**

Prepared for:



Metro[®]

Los Angeles County
Metropolitan Transportation Authority

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ACRONYMS AND ABBREVIATIONS

ACHP	Advisory Council on Historic Preservation
APE	Area of Potential Effects
Caltrans	California Department of Transportation
CFR	Code of Federal Regulations
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
I-	Interstate
kV	kilovolt
LA	Los Angeles
LADWP	Los Angeles Department of Water and Power
LAUS	Los Angeles Union Station
LRT	light rail transit
LRTP	Long Range Transportation Plan
LWCA	Land and Water Conservation Act
LWCF	Land and Water Conservation Fund
Metro	Los Angeles County Metropolitan Transportation Authority
MSF	maintenance and storage facility
MWD	Metropolitan Water District
NEPA	National Environmental Policy Act
NPS	National Park Service
NRHP	National Register of Historic Places
OGALS	Office of Grants and Local Services
PEROW	Pacific Electric Right-of-Way
ROW	right-of-way
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SHPO	State Historic Preservation Officer
TCE	temporary construction easement
TMP	Transportation Management Plan

TPSS	traction power substation
U.S.C.	United States Code
UPRR	Union Pacific Railroad
USDOT	United States Department of Transportation
WSAB	West Santa Ana Branch

1 SECTION 4(f) REGULATORY FRAMEWORK

Section 4(f) of the U.S. Department of Transportation (USDOT) Act of 1966 provides special protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the official(s) with jurisdiction over the park, area, refuge, or site) (49 United States Code (U.S.C.) Section 303).

For the statute to apply to a proposed project, there are four conditions that must all be true:

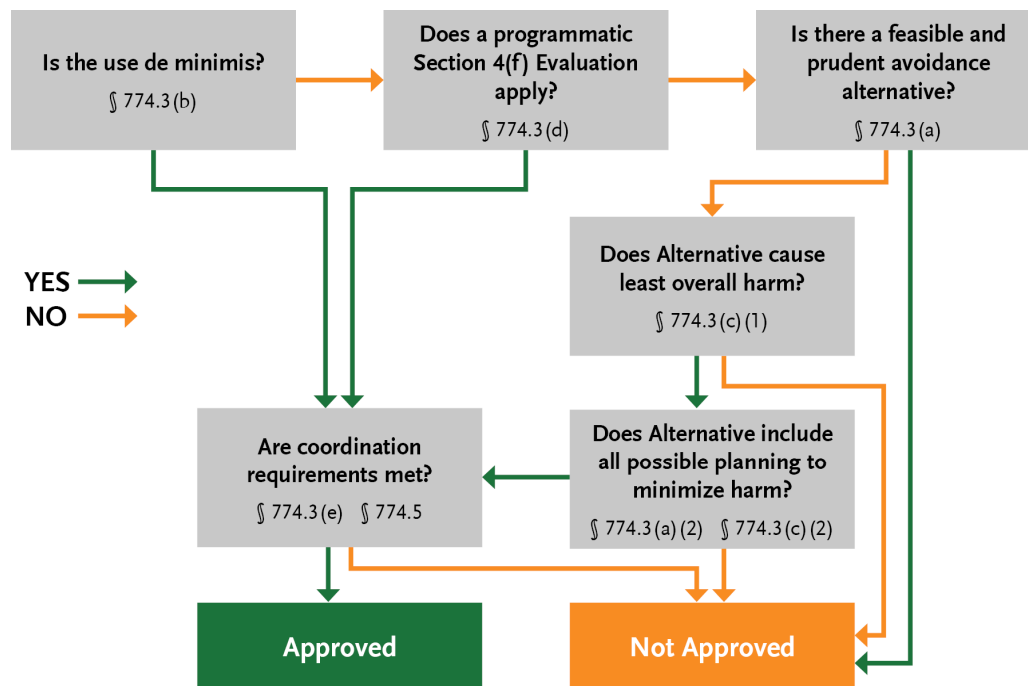
1. The project must require an approval from the Federal Transit Administration (FTA) in order to proceed;
2. The project must be a transportation project;
3. The project must require the use of land from a property protected by Section 4(f) (see 23 U.S.C. § 138(a) and 49 U.S.C. § 303(a)); and
4. None of the regulatory applicability rules or exceptions applies (see 23 Code of Federal Regulations (CFR) 774.11 and 13).

Examples of the types of proposed situations where Section 4(f) would not apply include, but are not limited to, the following:

1. A transportation project being constructed solely using state or local funds and not requiring [FTA] approval.
2. A project intended to address a purpose that is unrelated to the movement of people, goods, and services from one place to another (i.e., a purpose that is not a transportation purpose).
3. A project to be located adjacent to a Section 4(f) property, causing only minor proximity impacts to the Section 4(f) property (i.e., no constructive use).
4. A project that will use land from a privately owned park, recreation area, or refuge. (USDOT 2012).

USDOT agencies, including the FTA, may not approve the non-*de minimis* use of Section 4(f) property unless the agency determines that (1) there is no prudent or feasible alternative, and (2) the project includes all possible planning to minimize harm to these resources resulting from such use (23 CFR 774.3). The requirements included in 23 CFR 774.3 to approve use of a Section 4(f)-protected property are illustrated in Figure 1-1 and detailed in Sections 1.3 through 1.6.

Figure 1-1. 23 CFR 774.3 Section 4(f) approvals for Use of Section 4(f) Properties



Source: 23 CFR 774.3, WSP 2020

Note: Coordination requirements of 23 CFR 774.5 occur throughout the Section 4(f) evaluation process, including coordination with official(s) with jurisdiction over Section 4(f) properties.

1.1 Types of Properties Protected by Section 4(f)

The Section 4(f) regulations (23 CFR 774.17) define Section 4(f) property as publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance. The *Section 4(f) Policy Paper* (USDOT 2012) clarifies this definition to include the following:

- Parks and recreational areas of national, state, or local significance that are both publicly owned and open to the public.
- Publicly owned land that is formally designated in a city or county master plan for a future planned public park or recreation area.
- Playgrounds, sports fields, and other recreational facilities of public schools that allow the use of school recreational facilities for non-school activities, such as organized youth sports.
- Off-street public bicycle, pedestrian, and equestrian trails.
- Publicly owned wildlife and waterfowl refuges of national, state, or local significance that are open to the public to the extent that public access does not interfere with the primary purpose of the refuge.
- Historic sites that are listed, or eligible for inclusion, in the National Register of Historic Places (NR) at the local, state, or national level of significance regardless of whether or not the historic site is publicly owned or open to the public.
- Properties that contribute to the eligibility of a National Register of Historic Places (NRHP)-eligible or listed historic district.
- Archaeological sites listed in or eligible for inclusion on the NRHP, including those discovered during construction, except as set forth in 23 CFR 774.13(b).

1.1.1 Public School Playgrounds

Under 23 CFR 774.11(d), where federal lands or other public land holdings are administered under statutes permitting management for multiple uses, and, in fact, are managed for multiple uses, Section 4(f) applies only to those portions of such lands that function for, or are designated in the plans of the administering agency as being for, significant park, recreation, or wildlife and waterfowl refuge purposes. The *Section 4(f) Policy Paper*, in response to Question 14, provides guidance on when Section 4(f) applies to public school recreational facilities. The guidance defines the term “playground” to refer to the area of the school property developed and/or used for public park or recreational purposes, such as baseball diamonds, soccer fields, tennis courts, track and field facilities, and other features, such as jungle gyms or swing sets. This can also include open space or practice fields if those areas serve a public park or recreation function. The guidance states, in part, that when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it will be subject to the requirements of Section 4(f). The guidance explains that Section 4(f) would apply if the public recreation area permits visitation of the general public at any time during the normal operating hours. Section 4(f) would not apply when visitation is permitted to a select group only and not to the entire public.

The guidance clarifies cases where a school board may have authorized another public agency (e.g., the city park and recreation department) to control the facilities during after-school hours. In such cases, the public agency with authority to control the playground would be considered an official with jurisdiction with regard to any after-hours use of the playground. Section 4(f) would apply to the playground areas only and not the entire school campus unless the school and campus are also significant historic sites.

1.1.2 Bikeways and Trails

The *Section 4(f) Policy Paper* provides guidance in the response to Questions 15A and 15C that trails that are on publicly owned recreation land are subject to Section 4(f), provided the trail physically exists on the ground, thereby enabling active recreational use. Additionally, Section 4(f) applies to publicly owned, shared use paths or trails (or portions thereof) designated or functioning primarily for recreation, unless the official(s) with jurisdiction determines that it is not significant for such purpose.

If a publicly owned shared use path or trail is primarily used for transportation and is an integral part of the local transportation system, the requirements of Section 4(f) do not apply since it is not a recreational area.

If the publicly owned path or trail is simply described as occupying the right-of-way of the highway and is not limited to any specific location within the right-of-way, a Section 4(f) use of land would not occur provided that adjustments or changes in the alignment of the highway or the trail would not substantially impair the continuity of the path or trail.

1.1.3 Historic Districts

The *Section 4(f) Policy Paper* provides guidance on the identification and evaluation of NRHP-eligible historic districts in the response to questions 2B and 7C.

Within a NR[HP] listed or eligible historic district, [FTA]’s long-standing policy is that Section 4(f) applies to those properties that are considered contributing to the eligibility of

the historic district, as well as any individually eligible property within the district. Elements within the boundaries of a historic district are assumed to contribute, unless they are determined by [FTA] in consultation with the SHPO/THPO not to contribute.

and

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]'s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f). With respect to constructive use, if the Section 106 consultation results in a determination of no historic properties affected or no adverse effect, there is no Section 4(f) constructive use of the district as a whole [...]. When a project uses land from an individually eligible property within a historic district, or a property that is a contributing element to the historic district, Section 4(f) is applicable. In instances where a determination is made under Section 106 of no historic properties affected or no adverse effect, then the use may be approved with a de minimis impact determination.

1.2 Section 4(f) Use

As defined in 23 CFR 774.17, the “use” of a protected Section 4(f) property occurs when any of the conditions described in the following sections are met for permanent incorporation, temporary occupancy, constructive use, or *de minimis* use.

1.2.1 Permanent Incorporation

Land from a Section 4(f) property is permanently incorporated into a transportation project when it has been purchased as right-of-way or sufficient property interests have otherwise been acquired for the purpose of project implementation. For example, a permanent easement required for the purpose of project construction or that grants a future right-of-access onto a Section 4(f) property, such as for the purpose of routine maintenance by the transportation agency, would be considered a permanent incorporation of land into a transportation facility.

1.2.2 Temporary Occupancy (as a use)

Temporary occupancy results when Section 4(f) property, in whole or in part, is required for project construction-related activities. The property is not permanently incorporated into a transportation facility, but the activity is considered to be adverse in terms of the preservation purpose of Section 4(f). Section 23 CFR 774.13(d) provides the conditions under which “temporary occupancies of land [...] are so minimal as to not constitute a use within the meaning of Section 4(f).” As discussed in Section 1.2.4.2, if all of the conditions in Section 774.13(d) are met, the temporary occupancy does not constitute a use.

1.2.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property or result in a temporary occupancy of the type that constitutes a Section 4(f) use, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR Section 774.15).

The regulation is specific that a constructive use occurs only if there is no incorporation of land. A constructive use occurs when:

- The projected noise level increase attributable to the project substantially interferes with the use and enjoyment of a noise-sensitive facility of a property protected by Section 4(f), such as: [h]earing the performances at an outdoor amphitheater; [s]leeping in the sleeping area of a campground; [e]njoyment of a historic site where a quiet setting is a generally recognized feature or attribute of the site's significance; [e]njoyment of an urban park where serenity and quiet are significant attributes; or [v]iewing wildlife in an area of a wildlife and waterfowl refuge intended for such viewing;
- The proximity of the project substantially impairs aesthetic features or attributes of the Section 4(f) property that contribute to its value, such as obstruction or elimination of views of an architecturally significant historic building or a detraction from the setting in which the property derives its value in part due to its setting;
- The project results in restricted access that substantially diminishes the utility of a significant publicly owned park, recreation area, or historic site;
- The vibration impact from construction or operation of the project substantially impairs the use of a Section 4(f) property, great enough to physically damage a historic building or substantially diminish the utility of the building; or
- The ecological intrusion of the project substantially diminishes the value of wildlife habitat in a wildlife and waterfowl refuge adjacent to the project, substantially interferes with the access to a wildlife and waterfowl refuge when such access is necessary for established wildlife migration or critical life-cycle processes, or substantially reduces the wildlife use of a wildlife and waterfowl refuge.

Per the *Section 4(f) Policy Paper*, Section 4(f) does not apply when a project located adjacent to a Section 4(f) property causes minor proximity impacts to the Section 4(f) property (i.e., no constructive use).

In addition, 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” “No historic properties affected” includes the condition where there are no historic properties present, or if there are historic properties present, the project will have no effect upon them as defined under 36 CFR § 800.4. Following consultation with SHPO under Section 106, if a project is determined to have no historic properties affected or no adverse effect, then there is no constructive use.

1.2.4 Exceptions

The following exceptions to the requirement for Section 4(f) approval are listed in 23 CFR 774.13:

- Restoration, rehabilitation, or maintenance of historic transportation facilities in certain circumstances listed in 23 CFR 774.13(a)
- Archaeological sites that are on or eligible for the NRHP chiefly because of what can be learned by data recovery and have minimal value for preservation in place, in certain circumstances listed in 23 CFR 774.13(b)

- Designations of park and recreation lands, wildlife and waterfowl refuges, and historic sites that are made, or determinations of significance that are changed, late in the development of a proposed action as described in 23 CFR 774.13(c)
- Temporary occupancies of land that are so minimal as to not constitute use as described in 23 CFR 774.13(d)
- Projects for federal lands transportation facilities described in 23 U.S.C. Section 101(a)(8) and 23 CFR 774.13(e))
- Certain trails, paths, bikeways, and sidewalks as described in 23 CFR 774.13(f)
- Transportation-enhancement activities, transportation alternatives projects, and mitigation activities as described in 23 CFR 774.13(g)

Two of these exceptions, for archaeological sites and temporary occupancies, apply to certain properties in the Project's Affected Area. These exceptions are described in the following sections.

1.2.4.1 Archaeological Sites

An exception to the requirement of Section 4(f) approval for certain archaeological sites is described in 23 CFR Section 774.13(b). For archaeological sites not on tribal land, the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP), if participating, are the officials with jurisdiction. The exception states:

Archeological sites that are on or eligible for the National Register when:

- (1) The [FTA] concludes that the archeological resource is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. This exception applies both to situations where data recovery is undertaken and where the [FTA] decides, with agreement of the official(s) with jurisdiction, not to recover the resource; and*
- (2) The official(s) with jurisdiction over the Section 4(f) resource have been consulted and have not objected to the [FTA] finding in paragraph (b) (1) of this section.*

The *Section 4(f) Policy Paper* (USDOT 2012) provides additional guidance to the regulation in response to Question 3A with the following:

Section 4(f) applies to archeological sites that are on or eligible for the NR and that warrant preservation in place, including those sites discovered during construction [...]. Section 4(f) does not apply if [FTA] determines, after consultation with the SHPO/THPO, federally recognized Indian tribes (as appropriate), and the ACHP (if participating) that the archeological resource is important chiefly because of what can be learned by data recovery (even if it is agreed not to recover the resource) and has minimal value for preservation in place, and the SHPO/THPO and ACHP (if participating) does not object to this determination (see 23 CFR 774.13(b)). The destruction of a significant archaeological resource without first recovering the knowledge of the past inherent in that resource should not be taken lightly. Efforts to preserve the resource or develop and execute a data recovery plan should be addressed in the Section 106 process.

1.2.4.2 Temporary Occupancy (as an exception)

A temporary occupancy exception to use of a Section 4(f) property occurs when there is a temporary use of that property. When the temporary easement is no longer needed, the Section 4(f) property must be restored to its original condition. A temporary occupancy may be a use if the property is subject to temporary or permanent adverse changes such as

contour alterations, removal of trees and vegetation, or disruption of facilities or activities on the property (USDOT 2012).

Under U.S. DOT regulations (23 CFR Section 774.13), a temporary occupancy of a Section 4(f) property does not constitute a use of a Section 4(f) property when all the following conditions are satisfied:

- Duration is temporary (i.e., less than the time needed for construction of the project), and there should be no change in ownership of the land;
- Scope of work is minor (i.e., both the nature and magnitude of the changes to the Section 4(f) property are minimal);
- There are no anticipated permanent adverse physical impacts, nor is there interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis;
- The land being used will be fully restored (i.e., the property must be returned to a condition that is at least as good as that which existed prior to the project); and
- There must be documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions.

1.2.5 Tunneling and Bridging

Because the Build Alternatives potentially require tunneling activities under and bridging activities above Section 4(f) properties, the *Section 4(f) Policy Paper* was referenced for guidance applicable to tunneling and bridging. Per Question 28B of the *Section 4(f) Policy Paper*, *Do the requirements of Section 4(f) apply to bridging over a publicly owned public park, recreation area, wildlife or waterfowl refuge, or historic site?* the guidance states:

Section 4(f) applies to bridging a Section 4(f) property if piers or other appurtenances are physically located in the Section 4(f) property, requiring an acquisition of land from the property (actual use). Where the bridge will span the Section 4(f) property entirely, the proximity impacts of the bridge on the Section 4(f) property should be evaluated to determine if the placement of the bridge will result in a constructive use (see 23 CFR 774.15...). An example of a potential constructive use would be substantial impairment to the utility of a trail resulting from severely restricted vertical clearance. If temporary occupancy of a Section 4(f) property is necessary during construction, the criteria discussed in [23 CFR 774.13(d)] will apply to determine use.

Per Question 28A of the *Section 4(f) Policy Paper*, *Is tunneling under a publicly owned public park, recreation area, wildlife or waterfowl refuge, or historic site subject to the requirements of Section 4(f)?* the guidance states:

Section 4(f) applies to tunneling only if the tunneling:

- *Disturbs archaeological sites that are on or eligible for the National Register (NR) which warrant preservation in place;*
- *Causes disruption which would permanently harm the purposes for which the park, recreation, wildlife or waterfowl refuge was established;*
- *Substantially impairs the historic values of a historic site; or*
- *Otherwise does not meet the exception for temporary occupancy.*

Subsurface easements are a type of right-of-way acquisition. This Section 4(f) evaluation applies the guidance from the *Section 4(f) Policy Paper* to examine whether Section 4(f) applies. The analysis also considers the case where a subsurface easement is a type of incorporation of land.

1.3 Prudent and Feasible Avoidance Alternatives

If a project would use a Section 4(f) resource and the use is not *de minimis*, that project can only be approved by determining that (1) there is no prudent and feasible avoidance alternative, and (2) the project includes all possible planning to minimize harm resulting from the use (23 CFR 774.3). This logic is illustrated in Figure 1-1 above. A *de minimis* impact is one that, after taking into account any measures to minimize harm (such as avoidance, minimization, mitigation, or enhancement measures) and consideration of comments from the official(s) with jurisdiction, results in either (23 CFR 774.17):

- A Section 106 finding of no adverse effect on a historic property or no historic properties affected; or
- A determination that the project would not adversely affect the activities, features, or attributes qualifying a park, recreation area, or refuge for protection under Section 4(f).

When the use is not *de minimis*, the first step in meeting the requirements for approval is to develop and consider avoidance alternatives.

An avoidance alternative is one that completely avoids the use of Section 4(f) resources. Per the *Section 4(f) Policy Paper* (USDOT 2012), “[A] project alternative that avoids one Section 4(f) property by using another Section 4(f) property is not an avoidance alternative.” An avoidance alternative must first be evaluated to determine whether it is prudent and feasible. FTA Section 4(f) regulations list a series of factors to consider in determining whether an alternative is prudent and feasible. A feasible and prudent avoidance alternative is defined in 23 CFR 774.17 as:

- A feasible and prudent avoidance alternative avoids using Section 4(f) property and does not cause other severe problems of a magnitude that substantially outweighs the importance of protecting the Section 4(f) property. In assessing the importance of protecting the Section 4(f) property, it is appropriate to consider the relative value of the resource to the preservation purpose of the statute.
- An alternative is not feasible if it cannot be built as a matter of sound engineering judgment.
- An alternative is not prudent if:
 - It compromises the project to a degree that it is unreasonable to proceed with the project in light of its stated purpose and need;
 - It results in unacceptable safety or operational problems;
 - After reasonable mitigation, it still causes:
 - Severe social, economic, or environmental impacts;
 - Severe disruption to established communities;
 - Severe disproportionate impacts to minority or low-income populations; or
 - Severe impacts to environmental resources protected under other federal statutes;

- It results in additional construction, maintenance, or operational costs of an extraordinary magnitude;
- It causes other unique problems or unusual factors; or
- It involves multiple factors in paragraphs (3)(i) through (3)(v) of this definition, that while individually minor, cumulatively cause unique problems or impacts of extraordinary magnitude.

1.4 De Minimis Impact

Section 4(f) use is assessed in terms of the magnitude of impact to determine whether the use is “*de minimis*” or not “*de minimis*.” The requirements of Section 4(f) would be considered satisfied if it is determined that a transportation project would have only a *de minimis* impact on the Section 4(f) resource. The provision allows avoidance, minimization, mitigation, and enhancement measures to be considered in assessing the net impact to the Section 4(f) use in order to make a *de minimis* determination. The agencies with jurisdiction must concur in writing with the determination. *De minimis* impact determination is defined in 23 CFR 774.17 as follows:

- For parks, recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is a determination based on the net impact that the Project would not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f); and
- For historic sites, *de minimis* impact means that the FTA has determined, in accordance with 36 CFR Part 800, that no historic property is affected by the project or the project would have “no adverse effect” on the property in question.

Amended Section 4(f) legislation included in Title 23 U.S.C. Section 138 and Title 49 U.S.C. Section 303 also allows for a simplified process and approval for projects that have only *de minimis* impacts on lands subject to protection under Section 4(f). *De minimis* impacts are of such a minor extent they do not require a full Section 4(f) evaluation. Under these provisions, once the FTA determines that a transportation use of Section 4(f) property results in a *de minimis* impact, analysis of avoidance alternatives is not required, and the Section 4(f) evaluation process is complete.

1.5 All Possible Planning to Minimize Harm

All possible planning, defined in 23 CFR 774.17, means that all reasonable measures identified in the Section 4(f) evaluation to minimize harm or mitigate for adverse impacts and effects must be included in the project. All possible planning to minimize harm does not require analysis of feasible and prudent avoidance alternatives, since such analysis already occurred in the context of searching for feasible and prudent alternatives that avoid Section 4(f) properties altogether.

Minimization of harm may entail both alternative design modifications that reduce the amount of Section 4(f) property used and mitigation measures that compensate for residual impacts. Minimization and mitigation measures should be determined through consultation with the official with jurisdiction.

Mitigation measures involving public parks, recreation areas, or wildlife or waterfowl refuges may involve a replacement of land and/or facilities of comparable value and function or monetary compensation to enhance the remaining land.

Mitigation of historic sites usually consists of those measures necessary to preserve the historic integrity of the site and agreed to in accordance with 36 CFR 800 by FTA, the California SHPO, and other consulting parties. In any case, the cost of mitigation should be a reasonable public expenditure in light of the severity of the impact on the Section 4(f) property in accordance with 23 CFR 771.105(d).

1.6 Least Overall Harm

If there is no feasible and prudent Section 4(f) avoidance alternative, FTA may approve only the alternative that causes the least overall harm as defined in 23 CFR 774.3(c)(1) as the alternative that:

- Causes the least overall harm in light of the statute's preservation purpose. The least overall harm is determined by balancing the following factors:
 - The ability to mitigate adverse impacts to each Section 4(f) property (including any measures that result in benefits to the property);
 - The relative severity of the remaining harm, after mitigation, to the protected activities, attributes, or features that qualify each Section 4(f) property for protection;
 - The relative significance of each Section 4(f) property;
 - The views of the official(s) with jurisdiction over each Section 4(f) property;
 - The degree to which each alternative meets the purpose and need for the project;
 - After reasonable mitigation, the magnitude of any adverse impacts to resources not protected by Section 4(f); and
 - Substantial differences in costs among the alternatives.
- The alternative selected must include all possible planning, as defined in 23 CFR 774.17, to minimize harm to Section 4(f) property.

A least overall harm analysis balances these factors to eliminate the alternative(s) that, on balance, present the greatest harm in light of the Section 4(f) statute's preservationist perspective. Many of the factors included in the least overall harm standard duplicate the factors in the prudence test.

For more information about Section 4(f) requirements, refer to the FHWA and FTA Section 4(f) regulations in 23 CFR 774 and the FHWA *Section 4(f) Policy Paper* (USDOT 2012).

2 PROJECT DESCRIPTION

This section describes the No Build Alternative and the four Build Alternatives studied in the West Santa Ana Branch (WSAB) Transit Corridor Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR), including design options, station locations, and maintenance and storage facility (MSF) site options. The Build Alternatives were developed through a comprehensive alternatives analysis process and meet the purpose and need of the Project.

The No Build Alternative and four Build Alternatives are generally defined as follows:

- **No Build Alternative:** Reflects the transportation network in the 2042 horizon year without the proposed Build Alternatives. The No Build Alternative includes the existing transportation network along with planned transportation improvements that have been committed to and identified in the constrained Metro 2009 Long Range Transportation Plan (2009 LRTP) (Metro 2009) and SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) (SCAG 2016), as well as additional projects funded by Measure M that would be completed by 2042.
- **Build Alternatives:** The Build Alternatives consist of a new light rail transit (LRT) line that would extend from different termini in the north to the same terminus in the City of Artesia in the south. The Build Alternatives are referred to as the following:
 - Alternative 1: Los Angeles Union Station to Pioneer Station; the northern terminus would be located underground at Los Angeles Union Station (LAUS) Forecourt
 - Alternative 2: 7th Street/Metro Center to Pioneer Station; the northern terminus would be located underground at 8th Street between Figueroa Street and Flower Street near 7th Street/Metro Center Station
 - Alternative 3: Slauson/A (Blue) Line to Pioneer Station; the northern terminus would be located just north of the intersection of Long Beach Avenue and Slauson Avenue in the City of Los Angeles, connecting to the current A (Blue) Line Slauson Station
 - Alternative 4: I-105/C (Green) Line to Pioneer Station; the northern terminus would be located at I-105 in the City of South Gate, connecting to the C (Green) Line along the I-105

Two design options are under consideration for Alternative 1. Design Option 1 would locate the northern terminus station box at the LAUS Metropolitan Water District (MWD) east of LAUS and the MWD building, below the baggage area parking facility. Design Option 2 would add the Little Tokyo Station along the WSAB alignment. The design options are further discussed in Section 2.3.6.

Figure 2-1 presents the four Build Alternatives and the design options. In the north, Alternative 1 would terminate at LAUS and primarily follow Alameda Street south underground to the proposed Arts/Industrial District Station. Alternative 2 would terminate near the existing 7th Street/Metro Center Station in the Downtown Transit Core and would primarily follow 8th Street east underground to the proposed Arts/Industrial District Station.

Figure 2-1. Project Alternatives



Source: Metro, 2020

From the Arts/Industrial District Station to the southern terminus at Pioneer Station, Alternatives 1 and 2 share a common alignment. South of Olympic Boulevard, the Alternatives 1 and 2 would transition from an underground configuration to an aerial configuration, cross over the Interstate (I-) 10 freeway and then parallel the existing Metro A (Blue) Line along the Wilmington Branch right-of-way (ROW) as it proceeds south. South of Slauson Avenue, which would serve as the northern terminus for Alternative 3, Alternatives 1, 2, and 3 would turn east and transition to an at-grade configuration to follow the La Habra Branch ROW along Randolph Street. At the San Pedro Subdivision ROW, Alternatives 1, 2, and 3 would turn southeast to follow the San Pedro Subdivision ROW and then transition to the Pacific Electric Right-of-Way (PEROW) south of the I-105 freeway. The northern terminus for Alternative 4 would be located at the I-105/C (Green) Line. Alternatives 1, 2, 3, and 4 would then follow the PEROW to the southern terminus at the proposed Pioneer Station in Artesia. The Build Alternatives would be grade-separated where warranted, as indicated on Figure 2-2.

Figure 2-2. Project Alignment by Alignment Type



Source: Metro, 2020

2.1 Geographic Sections

The approximately 19-mile corridor is divided into two geographic sections—the Northern and Southern Sections. The boundary between the Northern and Southern Sections occurs at Florence Avenue in the City of Huntington Park.

2.1.1 Northern Section

The Northern Section includes approximately 8 miles of Alternatives 1 and 2 and 3.8 miles of Alternative 3. Alternative 4 is not within the Northern Section. The Northern Section covers the geographic area from downtown Los Angeles to Florence Avenue in the City of Huntington Park and would generally traverse the Cities of Los Angeles, Vernon, Huntington Park, and Bell, and the unincorporated Florence-Firestone community of LA County (Figure 2-3). Alternatives 1 and 2 would traverse portions of the Wilmington Branch (between approximately Martin Luther King Jr Boulevard along Long Beach Avenue to Slauson Avenue). Alternatives 1, 2, and 3 would traverse portions of the La Habra Branch ROW (between Slauson Avenue along Randolph Street to Salt Lake Avenue) and San Pedro Subdivision ROW (between Randolph Street to approximately Paramount Boulevard).

Figure 2-3. Northern Section



Source: Metro, 2020

2.1.2 Southern Section

The Southern Section includes approximately 11 miles of Alternatives 1, 2, and 3 and includes all 6.6 miles of Alternative 4. The Southern Section covers the geographic area from south of Florence Avenue in the City of Huntington Park to the City of Artesia and would generally traverse the Cities of Huntington Park, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos, and Artesia (Figure 2-4). In the Southern Section, all four Build Alternatives would utilize portions of the San Pedro Subdivision and the Metro-owned PEROW (between approximately Paramount Boulevard to South Street).

Figure 2-4. Southern Section



Source: Metro, 2020

2.2 No Build Alternative

For the National Environmental Policy Act evaluation, the No Build Alternative is evaluated in the context of the existing transportation facilities in the Transit Corridor (the Transit Corridor extends approximately 2 miles from either side of the proposed alignment) and other capital transportation improvements and/or transit and highway operational enhancements that are reasonably foreseeable. Because the No Build Alternative provides the

background transportation network, against which the Build Alternatives' impacts are identified and evaluated, the No Build Alternative does not include the Project.

The No Build Alternative reflects the transportation network in 2042 and includes the existing transportation network along with planned transportation improvements that have been committed to and identified in the constrained Metro 2009 LRTP and the SCAG 2016 RTP/SCS, as well as additional projects funded by Measure M, a sales tax initiative approved by voters in November 2016. The No Build Alternative includes Measure M projects that are scheduled to be completed by 2042.

Table 2.1 lists the existing transportation network and planned improvements included as part of the No Build Alternative.

Table 2.1. No Build Alternative – Existing Transportation Network and Planned Improvements

Project	To/From	Location Relative to Transit Corridor
Rail (Existing)		
Metro Rail System (LRT and Heavy Rail Transit)	Various locations	Within Transit Corridor
Metrolink (Southern California Regional Rail Authority) System	Various locations	Within Transit Corridor
Rail (Under Construction/Planned)¹		
Metro Westside D (Purple) Line Extension	Wilshire/Western to Westwood/VA Hospital	Outside Transit Corridor
Metro C (Green) Line Extension ² to Torrance	96th Street Station to Torrance	Outside Transit Corridor
Metro C (Green) Line Extension	Norwalk to Expo/Crenshaw ³	Outside Transit Corridor
Metro East-West Line/Regional Connector/Eastside Phase 2	Santa Monica to Lambert Santa Monica to Peck Road	Within Transit Corridor
Metro North-South Line/Regional Connector/Foothill Extension to Claremont Phase 2B	Long Beach to Claremont	Within Transit Corridor
Metro Sepulveda Transit Corridor	Metro G (Orange) Line to Metro E (Expo) Line	Outside Transit Corridor
Metro East San Fernando Valley Transit Corridor	Sylmar to Metro G (Orange) Line	Outside Transit Corridor
Los Angeles World Airport Automated People Mover	96th Street Station to LAX Terminals	Outside Transit Corridor
Metrolink Capital Improvement Projects	Various projects	Within Transit Corridor
California High-Speed Rail	Burbank to LA LA to Anaheim	Within Transit Corridor
Link US	LAUS	Within Transit Corridor

2 Project Description

Project	To/From	Location Relative to Transit Corridor
Bus (Existing)		
Metro Bus System (including BRT, Express, and local)	Various locations	Within Transit Corridor
Municipality Bus System ⁴	Various locations	Within Transit Corridor
Bus (Under Construction/Planned)		
Metro G (Orange) Line (BRT)	Del Mar (Pasadena) to Chatsworth Del Mar (Pasadena) to Canoga Canoga to Chatsworth	Outside Transit Corridor
Vermont Transit Corridor (BRT)	120th Street to Sunset Boulevard	Outside Transit Corridor
North San Fernando Valley (BRT)	Chatsworth to North Hollywood	Outside Transit Corridor
North Hollywood to Pasadena	North Hollywood to Pasadena	Outside Transit Corridor
Highway (Existing)		
Highway System	Various locations	Within Transit Corridor
Highway (Under Construction/Planned)		
High Desert Multi-Purpose Corridor	SR-14 to SR-18	Outside Transit Corridor
I-5 North Capacity Enhancements	SR-14 to Lake Hughes Road	Outside Transit Corridor
SR-71 Gap Closure	I-10 to Rio Rancho Road	Outside Transit Corridor
Sepulveda Pass Express Lane	I-10 to US-101	Outside Transit Corridor
SR-57/SR-60 Interchange Improvements	SR-70/SR-60	Outside Transit Corridor
I-710 South Corridor Project (Phases 1 and 2)	Ports of Long Beach and LA to SR-60	Within Transit Corridor
I-105 Express Lane	I-405 to I-605	Within Transit Corridor
I-5 Corridor Improvements	I-605 to I-710	Outside Transit Corridor

Source: Metro 2018, WSP 2019

Notes: BRT = bus rapid transit; LAUS = Los Angeles Union Station; LAX = Los Angeles International Airport; SR = State Route; VA = Veterans Affairs

¹ Where extensions are proposed for existing Metro rail lines, the origin/destination is defined for the operating scheme of the entire rail line following completion of the proposed extensions and not just the extension itself.

² Metro C (Green) Line extension to Torrance includes new construction from Redondo Beach to Torrance; however, the line will operate from Torrance to 96th Street.

³ The currently under construction Metro Crenshaw/LAX Line will operate as the Metro C (Green) Line.

⁴ The municipality bus network system is based on service patterns for Bellflower Bus, Cerritos on Wheels, Cudahy Area Rapid Transit, Get Around Town Express, Huntington Park Express, La Campana, Long Beach Transit, Los Angeles Department of Transportation, Norwalk Transit System, and the Orange County Transportation Authority.

2.3 Build Alternatives

2.3.1 Proposed Alignment Configuration for the Build Alternatives

This section describes the alignment for each of the Build Alternatives. The general characteristics of the four Build Alternatives are summarized in Table 2.2. Figure 2-5 illustrates the freeway crossings along the alignment. Additionally, the Build Alternatives would require relocation of existing freight rail tracks within the ROW to maintain existing operations where there would be overlap with the proposed light rail tracks. Figure 2-6 depicts the alignment sections that would share operation with freight and the corresponding ownership.

Table 2.2. Summary of Build Alternative Components

Component	Quantity			
	Alternative 1	Alternative 2	Alternative 3	Alternative 4
Alignment Length	19.3 miles	19.3 miles	14.8 miles	6.6 miles
Stations Configurations	11 3 aerial; 6 at-grade; 2 underground ³	12 3 aerial; 6 at-grade; 3 underground	9 3 aerial; 6 at-grade	4 1 aerial; 3 at-grade
Parking Facilities	5 (approximately 2,780 spaces)	5 (approximately 2,780 spaces)	5 (approximately 2,780 spaces)	4 (approximately 2,180 spaces)
Length of underground, at-grade, and aerial	2.3 miles underground; 12.3 miles at-grade; 4.7 miles aerial ¹	2.3 miles underground; 12.3 miles at-grade; 4.7 miles aerial ¹	12.2 miles at-grade; 2.6 miles aerial ¹	5.6 miles at-grade; 1.0 miles aerial ¹
At-grade crossings	31	31	31	11
Freight crossings	10	10	9	2
Freeway Crossings	6 (3 freeway undercrossings ² at I-710; I-605, SR-91)	6 (3 freeway undercrossings ² at I-710; I-605, SR-91)	4 (3 freeway undercrossings ² at I-710; I-605, SR-91)	3 (2 freeway undercrossings ² at I-605, SR-91)
Elevated Street Crossings	25	25	15	7
River Crossings	3	3	3	1
TPSS Facilities	22 ³	23	17	7
Maintenance and Storage Facility site options	2	2	2	2

Source: WSP, 2020

Notes: SR = State Route; TPSS = traction power substation

¹ Alignment configuration measurements count retained fill embankments as at-grade.

² The light rail tracks crossing beneath freeway structures.

³ Under Design Option 2 – Add Little Tokyo Station, an additional underground station and TPSS site would be added under Alternative 1.

Figure 2-5. Freeway Crossings



Source: WSP, 2020

Figure 2-6. Existing Rail Right-of-Way Ownership and Relocation



Source: WSP, 2020

2.3.2 Alternative 1

The total alignment length of Alternative 1 would be approximately 19.3 miles, consisting of approximately 2.3 miles of underground, 12.3 miles of at-grade, and 4.7 miles of aerial alignment. Alternative 1 would include 11 new LRT stations, 2 of which would be underground, 6 would be at-grade, and 3 would be aerial. Under Design Option 2, Alternative 1 would have 12 new LRT stations, and the Little Tokyo Station would be an additional underground station. Five of the stations would include parking facilities, providing a total of up to 2,780 new parking spaces. The alignment would include 31 at-grade crossings, 3 freeway undercrossings, 2 aerial freeway crossings, 1 underground freeway crossing, 3 river crossings, 25 aerial road crossings, and 10 freight crossings.

In the north, Alternative 1 would begin at a proposed underground station at/near LAUS either beneath the LAUS Forecourt or, under Design Option 1, east of the MWD building beneath the baggage area parking facility (see Section 2.3.6). Crossovers would be located on the north and south ends of the station box with tail tracks extending approximately 1,200 feet north of the station box. A tunnel extraction portal would be located within the tail tracks for both Alternative 1 terminus station options.

From LAUS, the alignment would continue underground crossing under the US-101 freeway and the existing Metro L (Gold) Line aerial structure and continue south beneath Alameda Street to the optional Little Tokyo Station between 1st Street and 2nd Street (note: under Design Option 2, Little Tokyo Station would be constructed). From the optional Little Tokyo Station, the alignment would continue underground beneath Alameda Street to the proposed Arts/Industrial District Station under Alameda Street between 6th Street and Industrial Street. (Note, Alternative 2 would have the same alignment as Alternative 1 from this point south. Refer to Section 2.3.3 for additional information on Alternative 2.)

The underground alignment would continue south under Alameda Street to 8th Street, where the alignment would curve to the west and transition to an aerial alignment south of Olympic Boulevard. The alignment would cross over the I-10 freeway in an aerial viaduct structure and continue south, parallel to the existing Metro A (Blue) Line at Washington Boulevard. The alignment would continue in an aerial configuration along the eastern half of Long Beach Avenue within the Union Pacific Railroad (UPRR)-owned Wilmington Branch ROW, east of the existing Metro A (Blue) Line and continue south to the proposed Slauson/A Line Station. The aerial alignment would pass over the existing pedestrian bridge at E. 53rd Street. The Slauson/A Line Station would serve as a transfer point to the Metro A (Blue) Line via a pedestrian bridge. The vertical circulation would be connected at street level on the north side of the station via stairs, escalators, and elevators. (The Slauson/A Line Station would serve as the northern terminus for Alternative 3; refer to Section 2.3.4 for additional information on Alternative 3.)

South of the Slauson/A Line Station, the alignment would turn east along the existing La Habra Branch ROW (also owned by UPRR) in the median of Randolph Street. The alignment would be on the north side of the La Habra Branch ROW and would require the relocation of existing freight tracks to the southern portion of the ROW. The alignment would transition to an at-grade configuration at Alameda Street and would proceed east along the Randolph Street median. Wilmington Avenue, Regent Street, Albany Street, and Rugby Avenue would be closed to traffic crossing the ROW, altering

the intersection design to a right-in, right-out configuration. The proposed Pacific/Randolph Station would be located just east of Pacific Boulevard.

From the Pacific/Randolph Station, the alignment would continue east at-grade. Rita Avenue would be closed to traffic crossing the ROW, altering the intersection design to a right-in, right-out configuration. At the San Pedro Subdivision ROW, the alignment would transition to an aerial configuration and turn south to cross over Randolph Street and the freight tracks, returning to an at-grade configuration north of Gage Avenue. The alignment would be located on the east side of the existing San Pedro Subdivision ROW freight tracks, and the existing tracks would be relocated to the west side of the ROW. The alignment would continue at-grade within the San Pedro Subdivision ROW to the proposed at-grade Florence/Salt Lake Station south of the Salt Lake Avenue/Florence Avenue intersection.

South of Florence Avenue, the alignment would extend from the proposed Florence/Salt Lake Station in the City of Huntington Park to the proposed Pioneer Station in the City of Artesia, as shown in Figure 2-4. The alignment would continue southeast from the proposed at-grade Florence/Salt Lake Station within the San Pedro Subdivision ROW, crossing Otis Avenue, Santa Ana Street, and Ardine Street at-grade. The alignment would be located on the east side of the existing San Pedro Subdivision freight tracks and the existing tracks would be relocated to the west side of the ROW. South of Ardine Street, the alignment would transition to an aerial structure to cross over the existing UPRR tracks and Atlantic Avenue. The proposed Firestone Station would be located on an aerial structure between Atlantic Avenue and Florence Boulevard.

The alignment would then cross over Firestone Boulevard and transition back to an at-grade configuration prior to crossing Rayo Avenue at-grade. The alignment would continue south along the San Pedro Subdivision ROW, crossing Southern Avenue at-grade and continuing at-grade until it transitions to an aerial configuration to cross over the LA River. The proposed LRT bridge would be constructed next to the existing freight bridge. South of the LA River, the alignment would transition to an at-grade configuration crossing Frontage Road at-grade, then passing under the I-710 freeway through the existing box tunnel structure and then crossing Miller Way. The alignment would then return to an aerial structure to cross the Rio Hondo Channel. South of the Rio Hondo Channel, the alignment would briefly transition back to an at-grade configuration and then return to an aerial structure to cross over Imperial Highway and Garfield Avenue. South of Garfield Avenue, the alignment would transition to an at-grade configuration and serve the proposed Gardendale Station north of Gardendale Street.

From the Gardendale Station, the alignment would continue south in an at-grade configuration, crossing Gardendale Street and Main Street to connect to the proposed I-105/C Line Station, which would be located at-grade north of Century Boulevard. This station would be connected to the new infill C (Green) Line Station in the middle of the freeway via a pedestrian walkway on the new LRT bridge. The alignment would continue at-grade, crossing Century Boulevard and then over the I-105 freeway in an aerial configuration within the existing San Pedro Subdivision ROW bridge footprint. A new Metro C (Green) Line Station would be constructed in the median of the I-105 freeway. Vertical pedestrian access would be provided from the LRT bridge to the proposed I-105/C Line Station platform via stairs and elevators. To accommodate the construction of the new station platform, the existing Metro C (Green) Line tracks would be widened and, as part of the I-105 Express Lanes Project, the I-105 lanes would be reconfigured. (The I-105/C Line Station would serve as the northern terminus for Alternative 4; refer to Section 2.3.5 for additional information on this alternative.)

South of the I-105 freeway, the alignment would continue at-grade within the San Pedro Subdivision ROW. In order to maintain freight operations and allow for freight train crossings, the alignment would transition to an aerial configuration as it turns southeast and enter the PEROW. The existing freight track would cross beneath the aerial alignment and align on the north side of the PEROW east of the San Pedro Subdivision ROW. The proposed Paramount/Rosecrans Station would be located in an aerial configuration west of Paramount Boulevard and north of Rosecrans Avenue. The existing freight track would be relocated to the east side of the alignment beneath the station viaduct.

The alignment would continue southeast in an aerial configuration over the Paramount Boulevard/Rosecrans Avenue intersection and descend to an at-grade configuration. The alignment would return to an aerial configuration to cross over Downey Avenue descending back to an at-grade configuration north of Somerset Boulevard. One of the adjacent freight storage tracks at Paramount Refinery Yard would be relocated to accommodate the new LRT tracks and maintain storage capacity. There are no active freight tracks south of the World Energy facility.

The alignment would cross Somerset Boulevard at-grade. South of Somerset Boulevard, the at-grade alignment would parallel the existing Bellflower Bike Trail that is currently aligned on the south side of the PEROW. The alignment would continue at-grade crossing Lakewood Boulevard, Clark Avenue, and Alondra Boulevard. The proposed at-grade Bellflower Station would be located west of Bellflower Boulevard.

East of Bellflower Boulevard, the Bellflower Bike Trail would be realigned to the north side of the PEROW to accommodate an existing historic building located near the southeast corner of Bellflower Boulevard and the PEROW. It would then cross back over the LRT tracks at-grade to the south side of the ROW. The LRT alignment would continue southeast within the PEROW and transition to an aerial configuration at Cornuta Avenue, crossing over Flower Street and Woodruff Avenue. The alignment would return to an at-grade configuration at Walnut Street. South of Woodruff Avenue, the Bellflower Bike Trail would be relocated to the north side of the PEROW. Continuing southeast, the LRT alignment would cross under the SR-91 freeway in an existing underpass. The alignment would cross over the San Gabriel River on a new bridge, replacing the existing abandoned freight bridge. South of the San Gabriel River, the alignment would transition back to an at-grade configuration before crossing Artesia Boulevard at-grade.

East of Artesia Boulevard the alignment would cross beneath the I-605 freeway in an existing underpass. Southeast of the underpass, the alignment would continue at-grade, crossing Studebaker Road. North of Gridley Road, the alignment would transition to an aerial configuration to cross over 183rd Street and Gridley Road. The alignment would return to an at-grade configuration at 185th Street, crossing 186th Street and 187th Street at-grade. The alignment would then pass through the proposed Pioneer Station on the north side of Pioneer Boulevard at-grade. Tail tracks accommodating layover storage for a three-car train would extend approximately 1,000 feet south from the station, crossing Pioneer Boulevard and terminating west of South Street.

2.3.3 Alternative 2

The total alignment length of Alternative 2 would be approximately 19.3 miles, consisting of approximately 2.3 miles of underground, 12.3 miles of at-grade, and 4.7 miles of aerial alignment. Alternative 2 would include 12 new LRT stations, 3 of which would be underground, 6 would be at-grade, and 3 would be aerial. Five of the stations would include parking facilities, providing a total of approximately 2,780 new parking spaces. The alignment would include 31 at-grade crossings, 3 freeway undercrossings, 2 aerial freeway crossings, 1 underground freeway crossing, 3 river crossings, 25 aerial road crossings, and 10 freight crossings.

In the north, Alternative 2 would begin at the proposed WSAB 7th Street/Metro Center Station, which would be located underground beneath 8th Street between Figueroa Street and Flower Street. A pedestrian tunnel would provide connection to the existing 7th Street/Metro Center Station. Tail tracks, including a double crossover, would extend approximately 900 feet beyond the station, ending east of the I-110 freeway. From the 7th Street/Metro Center Station, the underground alignment would proceed southeast beneath 8th Street to the South Park/Fashion District Station, which would be located west of Main Street beneath 8th Street.

From the South Park/Fashion District Station, the underground alignment would continue under 8th Street to San Pedro Street, where the alignment would turn east toward 7th Street, crossing under privately owned properties. The tunnel alignment would cross under 7th Street and then turn south at Alameda Street. The alignment would continue south beneath Alameda Street to the Arts/Industrial District Station located under Alameda Street between 7th Street and Center Street. A double crossover would be located south of the station box, south of Center Street. From this point, the alignment of Alternative 2 would follow the same alignment as Alternative 1, which is described further in Section 2.3.2.

2.3.4 Alternative 3

The total alignment length of Alternative 3 would be approximately 14.8 miles, consisting of approximately 12.2 miles of at-grade, and 2.6 miles of aerial alignment. Alternative 3 would include 9 new LRT stations, 6 would be at-grade and 3 would be aerial. Five of the stations would include parking facilities, providing a total of approximately 2,780 new parking spaces. The alignment would include 31 at-grade crossings, 3 freeway undercrossings, 1 aerial freeway crossing, 3 river crossings, 15 aerial road crossings, and 9 freight crossings. In the north, Alternative 3 would begin at the Slauson/A Line Station and follow the same alignment as Alternatives 1 and 2, described in Section 2.3.2.

2.3.5 Alternative 4

The total alignment length of Alternative 4 would be approximately 6.6 miles, consisting of approximately 5.6 miles of at-grade and 1.0 mile of aerial alignment. Alternative 3 would include 4 new LRT stations, 3 would be at-grade, and 1 would be aerial. Four of the stations would include parking facilities, providing a total of approximately 2,180 new parking spaces. The alignment would include 11 at-grade crossings, 2 freeway undercrossings, 1 aerial freeway crossing, 1 river crossing, 7 aerial road crossings, and 2 freight crossings. In the north, Alternative 4 would begin at the I-105/C Line Station and follow the same alignment as Alternatives 1, 2, and 3, described in Section 2.3.2.

2.3.6 Design Options

Alternative 1 includes two design options:

- **Design Option 1:** LAUS at the MWD – The LAUS station box would be located east of LAUS and the MWD building, below the baggage area parking facility instead of beneath the LAUS Forecourt. Crossovers would be located on the north and south ends of the station box with tail tracks extending approximately 1,200 feet north of the station box. From LAUS, the underground alignment would cross under the US-101 freeway and the existing Metro L (Gold) Line aerial structure and continue south beneath Alameda Street to the optional Little Tokyo Station between Traction Avenue and 1st Street. The underground alignment between LAUS and the Little Tokyo Station would be located to the east of the base alignment.
- **Design Option 2:** Add the Little Tokyo Station – Under this design option, the Little Tokyo Station would be constructed as an underground station and there would be a direct connection to the Regional Connector Station in the Little Tokyo community. The alignment would proceed underground directly from LAUS to the Arts/Industrial District Station primarily beneath Alameda Street.

2.3.7 Maintenance and Storage Facility

MSFs accommodate daily servicing and cleaning, inspection and repairs, and storage of light rail vehicles. Activities may take place in the MSF throughout the day and night depending upon train schedules, workload, and the maintenance requirements.

Two MSF options are evaluated; however, only one MSF would be constructed as part of the Project. The MSF would have storage tracks, each with sufficient length to store three-car train sets and a maintenance-of-way vehicle storage. The facility would include a main shop building with administrative offices, a cleaning platform, a traction power substation (TPSS), employee parking, a vehicle wash facility, a paint and body shop, and other facilities as needed. The east and west yard leads (i.e., the tracks leading from the mainline to the facility) would have sufficient length for a three-car train set. In total, the MSF would need to accommodate approximately 80 light rail vehicles to serve the Project's operations plan.

Two potential locations for the MSF have been identified—one in the City of Bellflower and one in the City of Paramount. These options are described further in the following sections.

2.3.8 Bellflower MSF Option

The Bellflower MSF Site Option is bounded by industrial facilities to the west, Somerset Boulevard and apartment complexes to the north, residential homes to the east, and the PEROW and Bellflower Bike Trail to the south. The site is approximately 21 acres in area and can accommodate up to 80 vehicles (Figure 2-7).

2.3.9 Paramount MSF Option

The Paramount MSF site option is bounded by the San Pedro Subdivision ROW on the west, Somerset Boulevard to the south, industrial and commercial uses on the east, and All American City Way to the north. The site is 22 acres and could accommodate up to 80 vehicles (Figure 2-7).

Figure 2-7. Maintenance and Storage Facility Options



Source: WSP, 2020

3 METHODOLOGY

3.1 Section 4(f) Affected Area

The historic NRHP-listed or eligible properties identified in the *West Santa Ana Branch Transit Corridor Project Final Cultural Resource Survey Report – Rev 1* (Metro 2020a) (Final Cultural Resource Survey Report) were included in the Section 4(f) analysis. The proposed area of potential effects (APE), as defined by Section 106, was delineated to encompass areas that contain historic properties that may be directly or indirectly affected by any of the Build Alternatives, including design options and the MSF. The project-specific Section 106 APE was established through consultation among the lead federal agency, the FTA, Metro, SHPO, and other consulting parties. Information regarding the correspondence between the consulting parties is provided in Appendix A. The Affected Area for analysis of Section 4(f)-protected historic sites is the Section 106 APE.

For the analysis of public park, recreation areas, and wildlife and waterfowl refuge Section 4(f) resources, the Affected Area is inclusive of all physical effects of the Project and the surrounding environment that could experience constructive use. The Affected Area is delineated as 150 feet on each side of the proposed alignment and around the stations (see Figure 2-1 in Section 2), parking facilities, MSF site options, and TPSS sites. Analysis of the potential use of Section 4(f) resources includes those located adjacent to the Build Alternatives, particularly those located on a parcel that could require a partial or full acquisition or temporary construction easement (TCE). The Build Alternative features were mapped using ArcGIS, and the Affected Area was used to evaluate those properties included in the affected environment.

3.2 Affected Environment/Existing Conditions

Historic sites identified within the APE are documented in the Final Cultural Resource Survey Report. Records and archival research at the Southern Central Coastal Information Center, tribal and historic group consultation, as well as archaeological and built environment field surveys were used to identify historic sites. ArcGIS survey data, historical research, and descriptions provided in the Final Cultural Resource Survey Report were used to analyze the historic sites identified in the APE for Section 4(f) use by the Build Alternatives.

All public parks and recreational properties located within one-quarter-mile of the alignment alternatives were identified in the *West Santa Ana Branch Transit Corridor Project Final Parklands and Community Facilities Impact Analysis Report* (Metro 2021a) (Final Parklands and Community Facilities Impact Analysis Report). Existing facilities were identified from planning documents, desktop analysis of aerial maps and satellite imagery, and GIS data sourced from the Los Angeles County tax assessor and the Los Angeles County Department of Regional Planning. Online research of parks and recreation webpages, school district webpages, and aerial maps was conducted to confirm the presence of park and community facilities that meet the Section 4(f) definition for public recreational use. All of the identified properties that extended into the Affected Area, as defined in Section 3.1, were reviewed to determine if they are parks and recreational areas of national, state, or local significance that are both publicly owned and open to the public. Metro contacted the official(s) with jurisdiction for each of the identified Section 4(f) resources to confirm their significance. This correspondence is documented in Section 9.2 of this Evaluation.

The U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife databases were reviewed for natural wildlife refuges located within the Affected Area for Section 4(f) resources. These resources are not found in the Affected Area and, therefore, are not discussed further in the Section 4(f) analysis of impacts.

The historic and park and recreational resources identified within the APE and Affected Area that meet the Section 4(f) definition are described in Section 4.

3.3 Section 4(f) Use Evaluation

The FTA has developed joint regulations with the FHWA for implementing and interpreting Section 4(f) (23 CFR 774). FTA has also adopted FHWA's *Section 4(f) Policy Paper* (USDOT 2012) to guide Section 4(f) analysis. This Section 4(f) analysis was conducted in accordance with 23 CFR 774 and the *Section 4(f) Policy Paper* which provides guidance on the identification of Section 4(f) properties and assessing the "use" of properties and determinations. The Section 4(f) regulatory framework is discussed in Section 1.

The evaluation of Section 4(f) use included a review of the Final Cultural Resource Survey Report. The NRHP-eligible and NRHP-listed historic sites within the APE were evaluated for Section 4(f) use.

All of the park and recreation Section 4(f) properties identified within the Affected Area were evaluated for "use" by the Project's Build Alternatives. Section 4(f) properties within the Affected Area were evaluated for permanent incorporation into the transportation facility, temporary occupancy, and constructive use. Section 4(f) "use" is defined in 23 CFR 774.17 (Definitions) and is discussed in detail in Section 1.2

ArcGIS data files sourced from the WSAB project team included the proposed alignment, stations, parking facilities, MSF site options, and TPSS sites, as well as the potentially affected parcels that would require either full or partial permanent property acquisition or a TCE.

In addition to these technical reports, the *West Santa Ana Branch Transit Corridor Project Final Noise and Vibration Impact Analysis Report* (Metro 2021b) was reviewed for noise and vibration impacts to properties meeting the Section 4(f) resource definition and that were found to exceed the FTA impact thresholds indicating a severe or moderate impact potentially requiring mitigation. The noise and vibration assessment followed FTA guidance and procedures for the evaluation of screening sensitive noise receptors for noise impact due to operational noise and vibration and construction noise and vibration associated with the Project. Those parks identified that are primarily used for active recreation, such as sports complexes, were not considered noise sensitive as per the guidance provided in the *FTA Noise and Vibration Manual* (FTA 2018). The complete noise analysis is provided in the Final Noise and Vibration Impact Analysis Report.

Visual and aesthetic impacts to scenic resources and sensitive viewers were identified and evaluated in the *West Santa Ana Branch Transit Corridor Project Final Visual and Aesthetic Impact Analysis Report* (Metro 2021c). This information was used to evaluate whether the Build Alternatives would substantially diminish the aesthetic setting of Section 4(f) resources that derive their value in terms of their Section 4(f) purpose and significance at least partially from setting. The evaluation of Section 4(f) use is discussed in Section 5.

4 DESCRIPTION OF SECTION 4(f) PROPERTIES

Publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance are identified in this analysis per the definition of Section 4(f) property in the Section 4(f) regulations (23 CFR 774.17). Because of the large number of properties, the historic sites are described in Section 4.1 and the parklands and recreational properties are described in Section 4.2.

4.1 Historic Sites

Section 4(f)-protected historic sites include those listed or eligible for listing in the NRHP. Such properties located within the Section 106 APE and their context are described in detail in the *West Santa Ana Branch Transit Corridor Project Final Cultural Resource Survey Report – Rev 1* (Metro 2020a) (Final Cultural Resource Survey Report). Within the Section 106 APE, there are 54 historic sites that are listed in or determined eligible for listing in the NRHP. Seven NRHP-eligible or -listed historic districts are also located partially or fully within the Section 106 APE. Table 4.1 summarizes the NRHP-eligible and -listed historic sites within the Section 106 APE. These properties are shown in Figure 4-1a through Figure 4-1e.

Nine known archaeological resources, eight of which are NRHP-eligible, are located within the Affected Area and identified in the Final Cultural Resource Survey Report. No archaeological resources were identified in the Affected Area by the field survey. The eight NRHP-eligible archaeological resources are included in Table 4.1. The California SHPO is the official with jurisdiction over all Section 4(f) historic sites in the Affected Area.

Table 4.1. Section 4(f) Historic Sites and Archaeological Resources within the Affected Area

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
Los Angeles Union Station 750-800 North Alameda Street, Los Angeles	NRHP-listed historic property under Criteria A and C	Alternative 1 and Design Option 1	Yes
Los Angeles Terminal Annex Post Office 900 North Alameda Street, Los Angeles	NRHP-listed historic property under Criterion C	Alternative 1	Yes
Los Angeles Union Terminal District and Buildings 777 South Alameda Street and 1213 East 7th Street, Los Angeles	NRHP-listed historic district under Criteria A and C Includes 7 contributing buildings	Alternatives 1 and 2	To contributing properties only ¹
1608 East 15th Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Yes

4 Description of Section 4(f) Properties

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
Angel City Brewery/John A. Roebling's Sons Company 216 South Alameda Street, Los Angeles	NRHP-eligible historic property under Criteria B and C	Alternative 1	Yes
500 South Alameda Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 1	Yes
542 South Alameda Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 1	Yes
1250 Long Beach Avenue, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Yes
1753 East Olympic Boulevard, Los Angeles	NRHP-eligible historic district under Criterion C	Alternatives 1 and 2	Yes
Air Raid Siren No. 189 McGarry Street and East 8th Street, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternatives 1 and 2	Yes
Hamburger's Department Store 801 South Broadway, Los Angeles	NRHP-eligible historic property and contributing to Broadway Theater and Commercial Historic District under Criteria A and C	Alternative 2	Yes
Charles C. Chapman Building 756 South Broadway, Los Angeles	NRHP-eligible historic property under Criterion C and contributing to Broadway Theater and Commercial Historic District	Alternative 2	Yes
Tower Theater 800 South Broadway, Los Angeles	NRHP-eligible historic property and contributing to Broadway Theater and Commercial Historic District under Criteria A and C	Alternative 2	Yes
Garfield Building 403 East 8th Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
Barker Brothers Furniture Store 800 West 7th Street, Los Angeles	NRHP-eligible historic property under Criterion C and contributing to 7th Street Commercial Historic District	Alternative 2	Yes

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
Union Bank and Trust Company Building 760 South Hill Street, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Yes
Garment Capitol Building 217 East 8th Street Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
Textile Center Building 315 East 8th Street, Los Angeles	NRHP-eligible historic property under Criteria B and C	Alternative 2	Yes
Santee Public Garage 840 South Santee Street, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Yes
Southern California Gas Complex 810-830 South Flower Street, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Yes
Great Republic Life Building 756 South Spring Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
801 South Spring Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
National City Bank Building 810 South Spring Street., Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
General Petroleum Corporation Parking Garage 757 South Flower Street, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Yes
The Olympic Theater 313 West 8th Street, Los Angeles	NRHP-eligible historic property under Criterion A	Alternative 2	Yes
Commercial Exchange Building 416 West 8th Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes
The Walter Building and Dairy Supply Building 508 East 8th Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Yes

4 Description of Section 4(f) Properties

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
Air Raid Siren No. 5 West 8th and Hope Streets, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	Yes
Air Raid Siren No. 10 South Los Angeles and West 8th Street, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	Yes
Air Raid Siren No. 65 Wilde Street and Central Avenue, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	Yes
Air Raid Siren No. 70 East 24th Street and Long Beach Avenue, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternatives 1 and 2	Yes
Pueblo del Rio Public Housing Complex Historic District	NRHP-eligible historic district under Criteria A and C	Alternatives 1 and 2	To contributing properties only ¹
1600 Compton Avenue, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Yes
Mack International Motor Truck Corporation 2001 South Alameda Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Yes
Randolph Substation/Randolph Street, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
Southern California Edison Long Beach-Laguna Bell 60kV and 220 kV Transmission Lines	NRHP-eligible historic structure under Criteria A and C	Alternatives 1, 2, and 3	Yes
Los Angeles Department of Water and Power Boulder Lines 1 and 2	NRHP-eligible historic structure under Criteria A and C	Alternatives 1, 2, and 3	Yes
Rancho Los Amigos Medical Center Historic District, Downey	NRHP-eligible historic district under Criteria A and C	Alternatives 1, 2, and 3	To contributing properties only ¹
I-105/Century Freeway-Transitway Historic District	NRHP-eligible historic district under Criteria A and C	Alternatives 1, 2, 3, and 4	To contributing properties only ¹
Bellflower Pacific Electric Railway Depot 16336 Bellflower Boulevard, Bellflower	NRHP-eligible historic property under Criteria A and C	Alternatives 1, 2, 3, and 4	Yes

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
10040 Flora Vista Street, Bellflower	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, 3, and 4	Yes
Union Pacific Los Angeles River Rail Bridge, South Gate	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
Our Lady of the Rosary Church 14813-14819 Paramount Boulevard, Paramount	NRHP-eligible historic property under Criterion C	Paramount MSF Option	Yes
6000 Alameda Street, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
6101 Santa Fe Avenue, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
2860 Randolph Street, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
6300-6302 State Street, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Yes
Downtown Los Angeles Industrial Historic District	NRHP-eligible historic district	Alternative 1	To contributing properties only ¹
Broadway Theater and Commercial Historic District	NRHP-listed historic district	Alternative 2	To contributing properties only ¹
Seventh Street Commercial Historic District	NRHP-eligible historic district	Alternative 2	To contributing properties only ¹
P-19-001575	Archaeological Resource	Alternatives 1 and 2	No per exception in 23 CFR Section 774.13(b) ²
P-19-002849	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²
P-19-003181	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²
P-19-003588	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²
P-19-003862	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²

4 Description of Section 4(f) Properties

Property	Type	Applicable to Alternative(s)	Section 4(f) Applies?
P-19-004171	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²
P-19-004201	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²
P-19-004202	Archaeological Resource	Alternative 1	No per exception in 23 CFR Section 774.13(b) ²

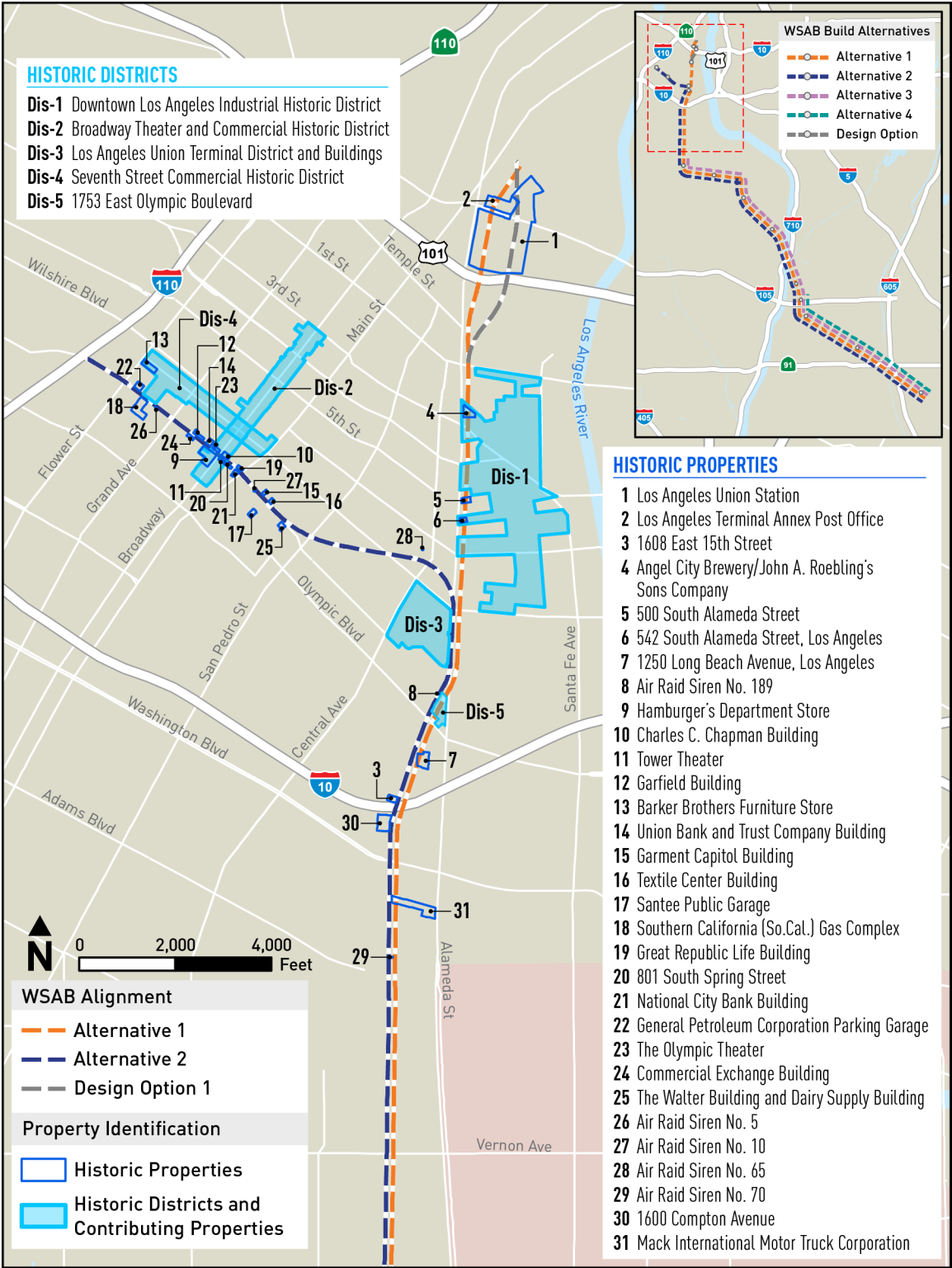
Source: Metro 2020a, WSP 2020

Notes: ¹As described in Section 1.1.3, Section 4(f) applies to those properties that are considered contributing to the eligibility of the historic district, as well as any individually eligible property within the district.

²As described in Section 1.2.4.1, Section 4(f) applies to archaeological sites that are on or eligible for the NRHP and that warrant preservation in place. Section 4(f) does not apply if the archaeological resource is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place.

CFR = Code of Federal Regulations; kV = kilovolt; MSF = maintenance and storage facility; NRHP = National Register of Historic Places

Figure 4-1a. Historic Sites Evaluated for Section 4(f) Protection



Source: Metro 2020a

Figure 4-1b. Historic Properties Evaluated for Section 4(f) Protection

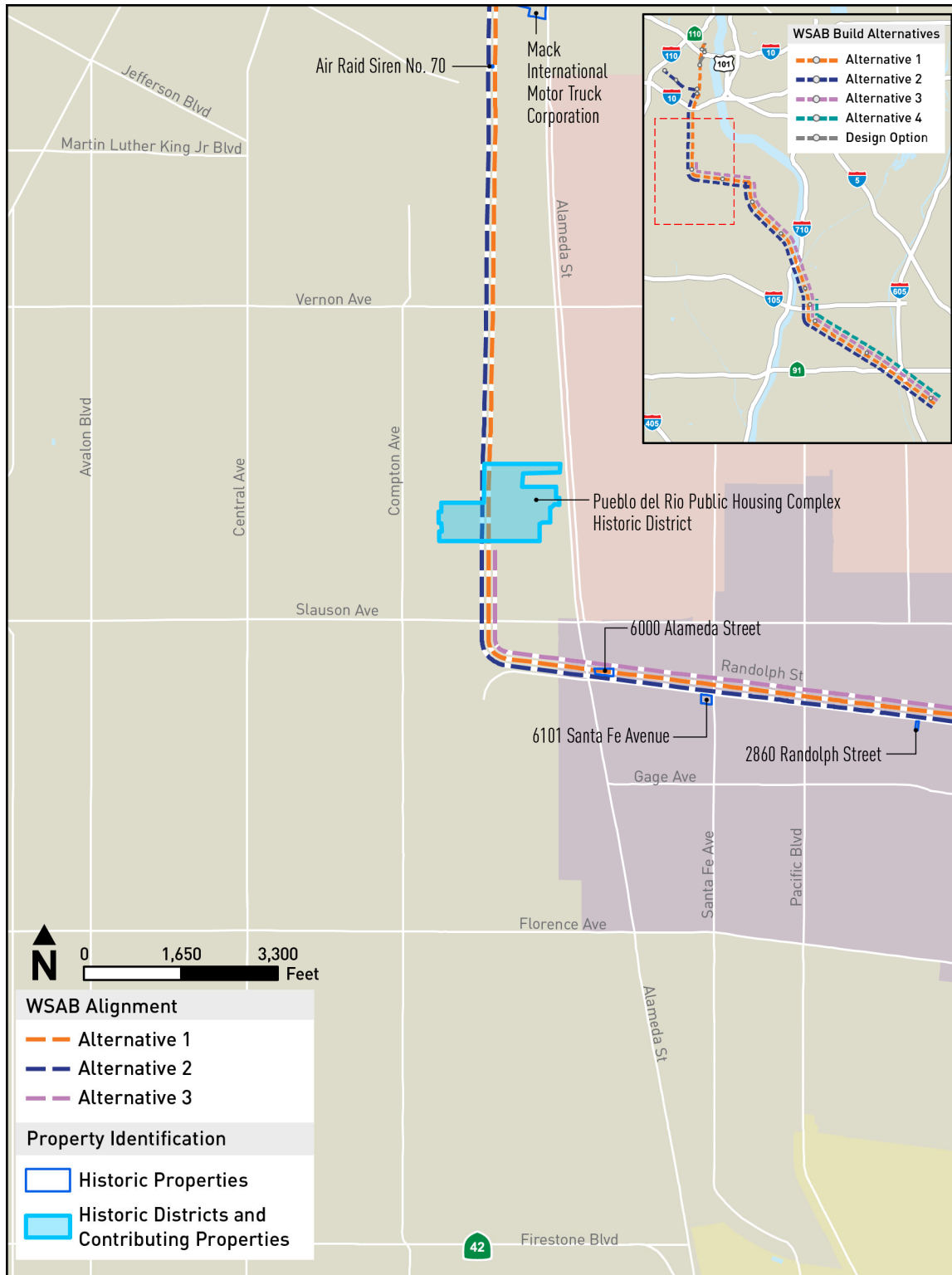
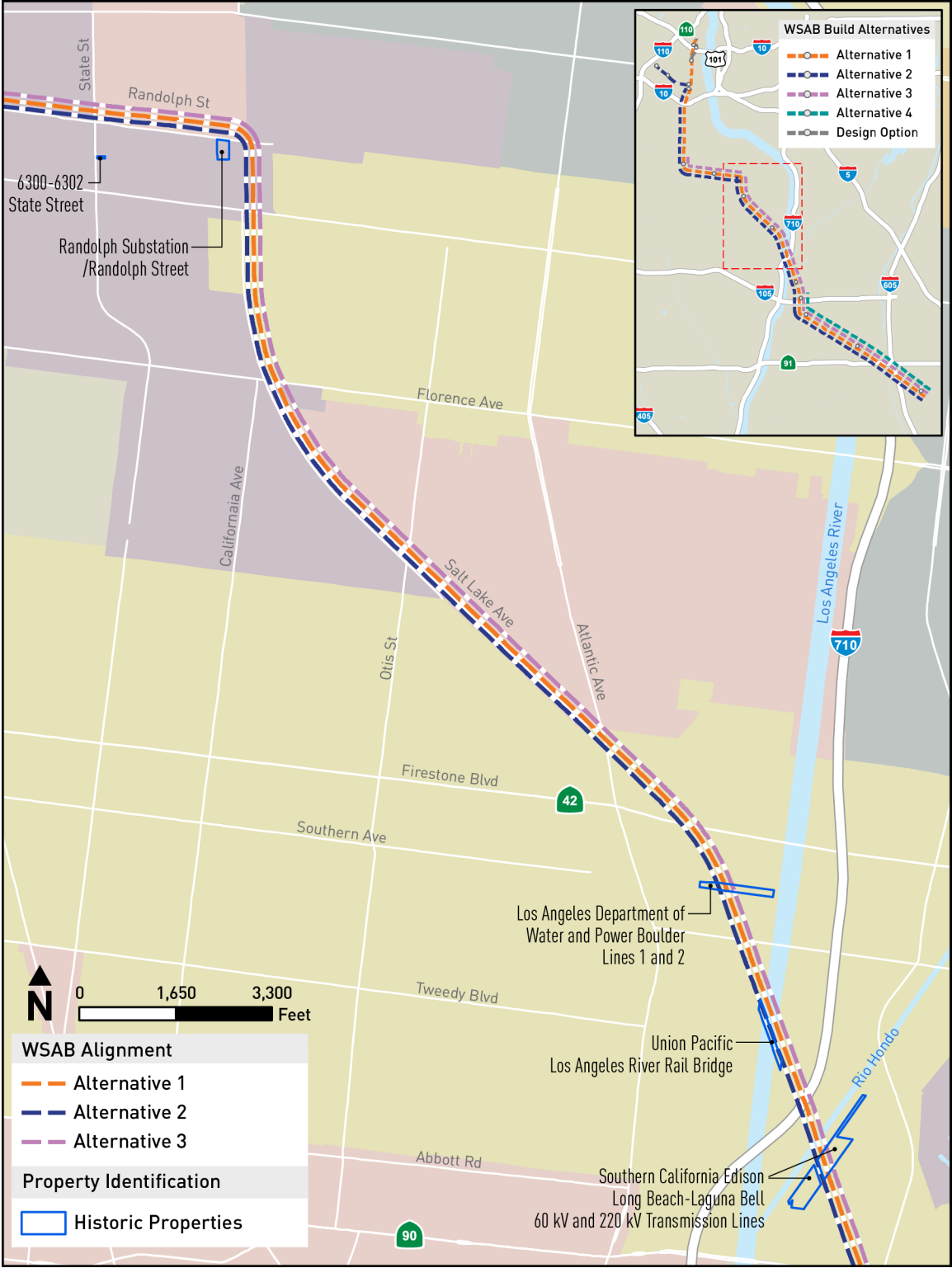
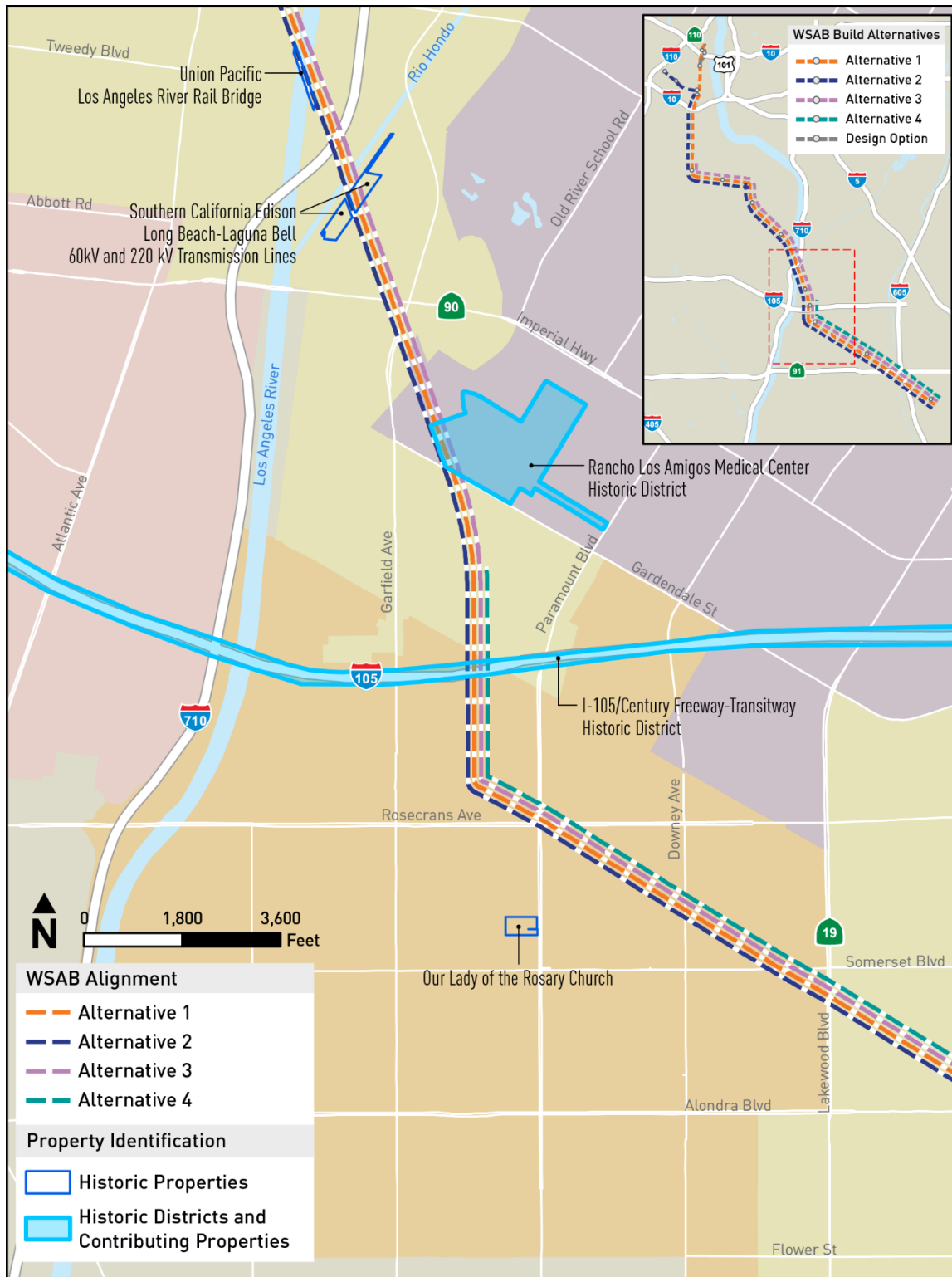


Figure 4-1c. Historic Properties Evaluated for Section 4(f) Protection



Source: Metro 2020a

Figure 4-1d. Historic Properties Evaluated for Section 4(f) Protection



Source: Metro 2020a

Figure 4-1e. Historic Properties Evaluated for Section 4(f) Protection



Source: Metro 2020a

4.1.1 Los Angeles Union Station

Designed by John and Donald B. Parkinson, Los Angeles Union Station at 800-850 North Alameda Street, Los Angeles (Assessor's Parcel Number (APN) 5409023941) was constructed between 1936 and 1939 in an exceptional fusion of the Spanish Colonial Revival and Streamline Moderne styles. It was listed in the NRHP on November 13, 1980, at the national level of significance in the areas of architecture, community planning, and transportation. It was listed as buildings rather than a historic district. The property is listed under Criterion A for its historical association with the development of railroad transportation and Criterion C for the quality of its architectural design.

Five buildings and structures are located within the LAUS boundary and are contributing features of the NRHP-listed property: Los Angeles Union Station, Terminal Tower, Macy Street Undercrossing, Vignes Street Undercrossing, and the Car Repair/Supply Shop. The NRHP nomination also includes the passenger platforms, canopies, and railroad tracks.

4.1.2 Los Angeles Terminal Annex Post Office

Located just north of LAUS, the Los Angeles Terminal Annex Post Office at 900 North Alameda Street, Los Angeles (APN 5409015027) is a four-story Spanish Colonial Revival-style building. Designed in 1937 by prominent Los Angeles architect Gilbert Stanley Underwood, the building design incorporates elements of both the Moorish and Spanish Baroque traditions. 900 North Alameda Street is listed in the NRHP under Criterion C for its architectural merit as a representative example of Spanish Colonial Revival-style architecture, for the 12 Works Progress Administration-sponsored Boris Deutsch murals painted inside, and as a notable example of urban design when considered in conjunction with Union Station.

4.1.3 Los Angeles Union Terminal District and Buildings

The Los Angeles Union Terminal District is composed of two contiguous parcels that function as a single property (APNs 5146009003 and 5146009008). 777 Alameda Street, an irregularly shaped roughly 20-acre parcel, includes four previously identified historic buildings and one large contemporary parking structure constructed in 2016 (not contributing). Immediately to the west, 1213 East 7th Street, a rectangular 11-acre parcel, includes three additional previously identified historic buildings. Constructed by the Southern Pacific Railroad between 1917 and 1923, the seven buildings were historically known as the Los Angeles Union Terminal Market. They were recorded and evaluated in 1983 and 1997, and found to be eligible for listing in the NRHP as a district under Criteria A and C. The Los Angeles Union Terminal District remains eligible for NRHP listing. Despite the recent adaptive reuse of some of the buildings, they retain a high degree of historic integrity. Its corresponding period of significance spans the construction of the contributing buildings: 1917-1923. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.4 1608 East 15th Street, Los Angeles

Constructed in 1924, the four-story, utilitarian-style industrial loft building at 1608 East 15th Street was designed by noted Los Angeles architect Thornton Fitzhugh (APN 5130017015). The property is eligible for individual listing in the NRHP under Criterion C. The building's significance derives from its physical form; it is an excellent representative example of the industrial loft property type designed to maximize available factory space on a minimum amount of land. It features such character-defining elements as regular massing, a vertical emphasis, and industrial sash windows. Its associated period of significance is 1924, the date of its construction.

4.1.5 Angel City Brewery/John A. Roebling's Sons Company

The Angel City Brewery/John A. Roebling's Sons Company Building at 216 South Alameda Street, Los Angeles (APN 5163009005) is a three-story industrial building designed in the Classical Revival style by the architecture partnership Frank D. Hudson and William A.O. Munsell. The building was completed in 1913 for John A. Roebling's Sons Company. The property is individually eligible for listing in the NRHP under Criterion B for its association with Washington Roebling, the son of Brooklyn Bridge designer John A. Roebling, and under Criterion C as an excellent example of an unreinforced-masonry, Classical Revival-style building. In addition to its individual eligibility, it is a contributor to the Downtown Los Angeles Industrial Historic District, eligible for listing in the NRHP under Criterion A for its role in the industrial development of the city, with a period of significance spanning 1900 to 1940.

4.1.6 542 South Alameda Street

Constructed in 1930, 542 South Alameda Street, Los Angeles (APN 5163027011) is a two-story, utilitarian-style industrial building featuring bands of industrial sash windows. The building was constructed for the Southern California Gas Company for use as a machine shop and storage. It is individually eligible for listing in the NRHP under Criterion C as an excellent example of the daylight factory property type. It was constructed during the associated period of significance for the daylight factory property type and exemplifies the property type through the use of industrial sash and the distinctive roof forms. It is also a contributing resource to the Downtown Los Angeles Industrial Historic District, which served as the city's primary industrial district from the late nineteenth century through World War II. The district is eligible for listing in the NRHP under Criterion A for its role in the industrial development of the city, with a period of significance spanning 1900 to 1940.

4.1.7 500 South Alameda Street

The two-story, vernacular service station at 500 South Alameda Street, Los Angeles (APN 5163027012) was constructed in 1949 by Richfield Oil Corporation. Featuring two large vehicle bays extending from its south elevation, the building is individually eligible for listing in the NRHP under Criterion A. The property is a rare example of a 1940s-era service station in the Los Angeles industrial district. Historically used to provide gasoline, it demonstrates convenient automobile access from the street, contains design and site layout features that reflect the influence of the automobile, and was constructed during the period of significance for significant service stations; as such, the property meets the eligibility standards for the gas/service station property type.

4.1.8 1250 Long Beach Avenue

The building at 1250 Long Beach Avenue, Los Angeles (APN 5130023045) is a three-story, vernacular industrial building. Defined by its masonry construction and rows of metal-framed sash windows. Los Angeles architect John M. Cooper constructed it in 1920 for use by the Los Angeles-based Roberti Brothers Furniture Company. The building is eligible for individual listing in the NRHP under Criterion C as an excellent example of the daylight factory property type. The building features many of the characteristic elements of the daylight factory property type intended to capitalize on natural lighting, such as large industrial sash windows, skylights, and specially designed roof forms. It retains a high degree of historic integrity. Its associated period of significance is ca. 1920, the date of its completion.

4.1.9 1753 East Olympic Boulevard

Located at 1753 East Olympic Boulevard, Los Angeles (APN 5146010012), the Western Electric Company property consists of two vernacular daylight factory buildings designed by the noted Los Angeles architectural firm Morgan, Walls and Clement. It was constructed in 1925 to serve as an industrial plant for the Western Electric Company, manufacturer of telephone parts. Its constituent buildings typify the daylight factory building, which characteristically make use of ample windows, skylights, and specialized roof forms to capitalize on natural light. The facility was constructed in an emerging industrial corridor centered on Alameda Street and benefited from nearby railroad facilities connecting the plant with downtown Los Angeles and the harbor at San Pedro. Completion of the 10,000-square-foot factory and warehouse complex and an adjacent truck yard significantly expanded Western Electric's productive capacity in Los Angeles (City of Los Angeles 2016). The complex is eligible for listing in the NRHP as a district under Criterion C as an excellent example of a daylight factory plant in Los Angeles.

4.1.10 Air Raid Siren No. 189

Erected in 1940 for purposes of civil defense at the southwest corner of McGarry and East 8th Streets, Air Raid Siren No. 189 is a freestanding "flattened birdhouse" style siren (as opposed to the "wire spool" siren). Air Raid Siren No. 189 is eligible for listing in the NRHP under Criterion A and C. It is recommended eligible for listing in the NRHP under Criterion A for its association with World War II and Cold War-era military infrastructure and under Criterion C as an excellent and intact example of such infrastructure (flattened birdhouse style).

4.1.11 Hamburger's Department Store

Hamburger's Department Store at 801 South Broadway, Los Angeles (APN 5144017030) is a five-story commercial building constructed in 1907 in the Beaux-Arts style. The building was engineered by A.C. Martin and designed by architect Alfred F. Rosenheim with a 1929 addition completed by Aleck Curlett. The building was evaluated in 1976 as eligible for listing in the NRHP. The building is a contributing resource to the NRHP-listed Broadway Theater and Commercial Historic District.

4.1.12 Charles C. Chapman Building

The Charles C. Chapman Building at 756 South Broadway, Los Angeles (APN 5144015057) is a 13-story commercial building constructed in the Beaux-Arts style in 1911; it housed numerous financial institutions over the decades. The building is a contributing resource to the NRHP-listed Broadway Theater and Commercial Historic District, eligible under Criterion A as Los Angeles' primary commercial and theater center during the late nineteenth and early twentieth centuries, and Criterion C for its high concentration of architecturally significant buildings.

The survey and research documented in the Final Cultural Resource Survey Report indicated that, in addition to its status as a contributor to the Broadway Theater and Commercial Historic District, the building is eligible for listing in the NRHP as an individual resource. The building is recommended eligible for listing in the NRHP under Criterion A for its association with the development of Los Angeles's commercial core in the late nineteenth and early twentieth centuries, and under Criterion B for its association with the career of its former owner Chapman. It is additionally recommended eligible for listing in the NRHP under Criterion C as an excellent example of the Beaux-Arts style of architecture as applied to

a high-rise commercial building. Its period of significance begins in 1912, the year the building was completed, and ends in 1944, the year Chapman died.

4.1.13 Tower Theater

Tower Theater at 800 South Broadway, Los Angeles (APN 5144016067) is a four-story Renaissance Revival-style theater and commercial building. Constructed in 1927, Tower Theater is the first movie theater designed by noted theater architect S. Charles Lee. Displaying an eclectic mix of architectural influences, the theater features Moorish-, Beaux-Arts-, and Gothic-style details. The building is a contributing resource to the NRHP-listed Broadway Theater and Commercial Historic District, significant under Criterion A as Los Angeles' primary commercial and theater center during the late nineteenth and early twentieth centuries, and under Criterion C for its high concentration of architecturally significant buildings.

Additionally, the building is individually eligible for listing in the NRHP under Criterion A as a notable downtown theater important to the development of Los Angeles' historic commercial core and under Criterion C as an excellent example of a 1920s movie theater with an eclectic mix of Renaissance Revival-, Moorish-, Beaux Art-, and Gothic-style architectural elements.

4.1.14 Garfield Building

Built in 1929, the Garfield Building at 403 East 8th Street, Los Angeles (APN 5144013033) is a 13-story retail and office building with a three-story penthouse. The work of master architect Claud Beelman, the building fuses Beaux-Arts- and Art Deco-style elements. The building is individually listed in the NRHP (February 2, 1982). It is significant under Criterion C for its architectural merit as an early, transitional representation of Art Deco architecture in Los Angeles and as the work of master architect Claud Beelman. The building does not appear to have been altered since it was last surveyed; its integrity remains intact.

4.1.15 Barker Brothers Furniture Store

The Barker Brothers Furniture Store at 800 West 7th Street, Los Angeles (APN 5144010022) is a 13-story Beaux-Arts-style commercial building designed in 1925 by the renowned Los Angeles architecture firm Curlett and Beelman. The building was determined eligible for individual listing in the NRHP in 1978 under Criterion C for its "scale and architectural character" and as a reflection of "the popularity in the 1920s building boom of the Renaissance Revival style." The building is a contributing resource to the 7th Street Commercial District. Since it was last evaluated there have only been minor alterations to the structure. It remains individually eligible for listing in the NRHP under Criterion C for its architectural merit, and it continues to be a contributor to the 7th Street Commercial District.

4.1.16 Union Bank and Trust Company

The Union Bank and Trust Company Building at 760 South Hill Street, Los Angeles (APN 5144014051) is an 11-story building designed in the Renaissance Revival style. Completed in 1921, it was designed by the noted Los Angeles architecture firm Curlett and Beelman. The building was determined eligible for listing in the NRHP for its significance deriving from its contributions to the commercial development of Los Angeles under Criterion A and its architectural merits as it is an excellent example of Romanesque Revival Architecture and a work of master architects Curlett and Beelman under Criterion C. The building's associated period of significance for Criterion A is 1921 to 1949 and for Criterion C from 1921 to 1929.

4.1.17 Garment Capitol Building

The Garment Capitol Building at 217 East 8th Street, Los Angeles (APN 5145003089) is a 12-story, steel-framed, Gothic Revival-style building constructed as a garment factory in 1926. Designed by master architect William Douglas Lee and constructed by Lloyd and Casler Incorporated, the building is listed in the NRHP (listed 2010). Its associated period of significance is 1926, the year of its completion. The building's eligibility for NRHP listing is under Criterion C for its embodiment of the Gothic Revival style as applied to an early twentieth century high-rise industrial building in downtown Los Angeles. In addition to its architectural significance, the building's local designation recognizes its association with the historically significant individual Florence Casler, of Lloyd and Casler, who developed the building. Casler is significant as one of the first women involved in high-rise construction in Los Angeles. She was also one of the first women in the region, and one of few in the country at the time, to serve as the director of a bank.

4.1.18 Textile Center Building

The Textile Center Building at 315 East 8th Street, Los Angeles (APN 5145003037) is a 12-story industrial loft designed in 1926 by master architect William Douglas Lee and constructed by Lloyd and Casler Incorporated. Designed in the Renaissance Revival style with Gothic Revival-style ornamentation, the building is listed in the NRHP (listed 2010). It derives its significance from its association with Florence Casler Criterion B, a pioneering female real estate developer whose offices were located in the building. It is also significant under Criterion C as an excellent representative of the Renaissance Revival and Gothic Revival styles and as the work of master architect William Douglas Lee. Its associated period of significance is 1926 to 1930.

4.1.19 Santee Public Garage

The Santee Public Garage Building at 840 South Santee Street, Los Angeles (APN 5145012025) is a 6-story parking garage featuring characteristics of the Gothic Revival style. Constructed in 1926, the building was designed by the architecture firm of Burnett and Dodge and constructed by Pinner Masonry and Construction Company. The building is eligible for listing in the NRHP under Criterion A for being an excellent example of a 1920s parking structure in downtown Los Angeles and one of the earliest examples of a parking structure in the city, and under Criterion C for its architectural merit, as it features the distinctive characteristics of the Gothic Revival style. The survey and research documented in the Final Cultural Resource Survey Report indicate the building remains eligible for listing in the NRHP under Criterion A and C. The building's period of significance for Criterion A is 1926-1960, corresponding with its date of construction and the period of significance for properties under the theme "Car and Car Services, 1910-1960s" in the City of Los Angeles. The property's period of significance for Criterion C is 1926, its date of construction.

4.1.20 Southern California Gas Complex

Constructed in stages between 1925 and 1959, the Southern California Gas Complex at 810-830 South Flower Street, Los Angeles (APN 5144020193 and 5144020040) consists of four buildings designed in a variety of architectural styles. The complex is listed in the NRHP (listed 2004). The property is significant under Criterion A for its association with the Southern California Gas Company, a utility company that played an important role in the development of greater Los Angeles. The period of significance associated with Criterion A is 1925-1954. The buildings located at 810 and 820 South Flower are eligible under Criterion C,

both as excellent examples of their respective architectural styles and as works of master architects. The building located at 810 South Flower was designed in the Renaissance Revival Style by Parkinson & Parkinson and 820 South Flower in the Streamline Moderne style by Robert V. Derrah. The associated period of significance for Criterion C is 1925 to 1941. Following its nomination for the NRHP, the HCM nomination clarified that 800 South Flower was also eligible under Criterion C as a work of master architect A.C. Martin.

4.1.21 Great Republic Life Building

The Great Republic Life Building at 756 South Spring Street, Los Angeles (APN 5144015228) is a 13-story commercial building constructed in the Beaux-Arts style in 1923 and designed by renowned master architects Albert R. Walker and Percy A. Eisen. The building derives its significance from its association with the commercial and financial development of Spring Street in the early twentieth century (Criterion 1) and for its architectural merit (Criterion 3), as both an excellent example of the Beaux-Arts style and as a significant work of the partnership of master architects Albert R. Walker and Percy A. Eisen. It was evaluated in 1983 and found eligible for listing in the NRHP for its architectural merit. Since the property was last evaluated in 2009, there have been no substantial alterations.

4.1.22 801 South Spring Street, Los Angeles

The 11-story Beaux-Arts-style commercial building at 801 South Spring Street, Los Angeles (APN 5144016058) was constructed in 1922 by noted Los Angeles architect Loy L. Smith. The building is eligible for listing in the NRHP under Criterion C as an excellent example of the Beaux-Arts architecture in downtown Los Angeles and as a work of noted Los Angeles architect Loy L. Smith. The survey and research documented in the Final Cultural Resource Survey Report concurs with the previous survey findings. It is recommended eligible for listing in the NRHP under Criteria C for its architectural merit. It possesses many of the features characteristic of the Beaux-Arts style; these include a tripartite form and detailing such as prominent cornices at the mezzanine level and top floor and concrete veneer designed to resemble masonry construction.

4.1.23 National City Bank Building

The National City Bank Building at 810 South Spring Street, Los Angeles (APN 5144016044) is a 12-story commercial building designed in the Renaissance Revival style by renowned architectural partnership Walker and Eisen and constructed by the Edwards, Widey and Dixon Company in 1924. Featuring many of the character-defining features of the Renaissance Revival style, including such classical detailing as decorative capitals, a bracketed cornice, and Corinthian columns, and possessing a high level of historic integrity, the building is eligible for listing in the NRHP under Criterion C as an excellent example of a Renaissance Revival-style commercial building in downtown Los Angeles and a work of noted architectural firm Walker and Eisen.

4.1.24 General Petroleum Corporation Parking Garage

757 South Flower Street, Los Angeles (APN 5144010009), the General Petroleum Corporation Parking Garage, was designed by Walter Wurdeman & Welton Becket as a parking structure for General Petroleum Corporation in 1949. The building was the first to be constructed in response to a 1946 City of Los Angeles ordinance requiring new commercial buildings to provide parking. The seven-story structure features vernacular and Streamline Moderne-style architectural elements. Designed by noted Los Angeles-based architects Wurdeman and

Becket, it features an innovative corkscrew configuration that was the first of its kind. The building is eligible for listing in the NRHP under Criterion A and C. The parking garage is eligible for listing in the NRHP under Criterion A for its association with the post-World War II rise of automobile travel and under Criterion C as an innovative and intact example of the parking garage property type.

4.1.25 Olympic Theater

The Olympic Theater at 313 West 8th Street, Los Angeles (APN 5144014026) is a two-story former movie theater designed in the Renaissance Revival style. Built in 1917 as a cafe and converted to a theater in 1927, the building retains a blade sign with neon illumination that reads “OLYMPIC.” In continuous operation from 1927 to 1986, the building is identified as eligible for listing in the NRHP under Criterion A. The survey and research documented in the Final Cultural Resource Survey Report confirm that the Olympic Theater is eligible for listing in the NRHP under Criterion A. Evaluated within the Context/Theme/Property Type combination: Entertainment Industry, 1908-1980/Commercial Properties Associated with the Entertainment Industry, 1908-1980/Movie Theater, the building is an excellent example of a 1920s motion picture theater in downtown Los Angeles associated with the early history of the entertainment industry.

4.1.26 Commercial Exchange Building

Constructed of brick and trimmed with terracotta, the Commercial Exchange Building at 416 West 8th Street, Los Angeles (APN 5144018030) is a 12-story commercial building designed in the Beaux-Arts architectural style. Constructed in 1924, the property was previously evaluated in 1983 and recommended eligible for listing in the NRHP in the area of architecture. The 1983 evaluation cited the building’s high quality of design, its innovative engineering, and its status as an excellent example of commercial architecture in downtown Los Angeles to support eligibility (Starzak and Heuman 1983). The property was subsequently identified and found eligible for listing in the NRHP under Criterion C for its architectural merit and as work of prominent Los Angeles-based architecture firm Walker and Eisen. The survey documented in the Final Cultural Resource Survey Report indicated that since the property was last evaluated, there have been no visible alterations and there is no evidence to suggest it would no longer be eligible for federal, state, or local designation. The property is eligible for listing in the NRHP under Criterion C as an excellent and intact example of the Beaux-Arts style as applied to a commercial property in downtown Los Angeles. The building possesses many of the defining features of the Beaux-Arts style, including its tripartite form, terracotta decorative elements, and use of brick and linteled openings; it retains a high degree of historic integrity.

4.1.27 The Walter Building and Dairy Supply Building

508 East 8th Street (APN 5145010027) includes adjoining multi-story industrial loft buildings that form an L-shaped plan and possess similar utilitarian-style design. Located at the southeast corner of East 8th and Wall Streets, the eight-story Walter Building (508 East 8th Street) is adjacent to the Dairy Supply Building (514 East 8th Street), which is six stories tall. The buildings feature a vertical emphasis expressed in their rows of industrial steel sash windows. The property is eligible for listing in the NRHP under Criterion C for its architectural merit. The survey and research documented in the Final Cultural Resource Survey Report indicate that since it was last surveyed, the subject property has not been visibly altered. In concurrence with previous findings, the property is eligible for listing in

the NRHP under Criterion C. It retains a high degree of historic integrity and is an excellent example of the industrial loft property type in downtown Los Angeles.

4.1.28 Air Raid Siren No. 5

Erected in 1950, Air Raid Siren #5 is a Federal Model SD-10 siren located at the southeast corner of West 8th and South Hope Streets in downtown Los Angeles. Cylindrical in shape, the “wire spool”-type siren is housed in a metal protective housing with a conical top. It is mounted on a freestanding steel pole measuring an estimated 30 feet in height. A series of metal pole steps begins at about 10 feet above ground level and leads to a service platform with steel rails and a steel-grate floor. It does not appear altered and is in good condition. The object is eligible for listing in the NRHP under Criterion A as military infrastructure associated with World War II and the Cold War era, and under Criteria C as an example of a “wire spool”-type siren on a freestanding pole.

4.1.29 Air Raid Siren No. 10

Erected in 1950, Air Raid Siren No. 10 is a Federal Model SD-10 siren located at the southeast corner of East 8th and South Los Angeles Streets in downtown Los Angeles. Cylindrical in shape, the “wire spool”-type siren is housed in a metal protective housing with a conical top. It is mounted on a freestanding steel pole measuring an estimated 30 feet in height. Metal pole steps begin at about 10 feet above ground level and lead to a service platform with steel rails and a steel-grate floor. It does not appear altered and is in good condition. The object is eligible for listing in the NRHP under Criterion A as military infrastructure associated with World War II and the Cold War era, and under Criterion C as an example of a “wire spool”-type siren on a freestanding pole.

4.1.30 Air Raid Siren No. 65

Erected in 1950, Air Raid Siren No. 65 is a Federal Model SD-10 siren located on the sidewalk along Wilde Street between Central Avenue and Kohler Street. Cylindrical in shape, the “wire spool”-type siren is housed in a metal protective housing with a conical top. It is mounted on a freestanding steel pole measuring an estimated 30 feet in height. Metal pole steps begin at about 10 feet above ground level and lead to a service platform with steel rails and a steel-grate floor. It does not appear altered and is in good condition. The object is eligible for listing in the NRHP under Criterion A as military infrastructure associated with World War II and the Cold War era, and under Criterion C as an example of a “wire spool”-type siren on a freestanding pole.

4.1.31 Air Raid Siren No. 70

Erected in 1950, Air Raid Siren No. 70 is a Federal Model SD-10 siren located at the southeast corner of Long Beach Avenue and East 24th Street. Cylindrical in shape, the “wire spool”-type siren is housed in metal protective housing with a conical top. It is mounted on a freestanding steel pole measuring an estimated 30 feet in height. Metal pole steps begin at about 10 feet above ground level and lead to a service platform with steel rails and a steel-grate floor. It does not appear altered and is in good condition. The object is eligible for listing in the NRHP under Criterion A as military infrastructure associated with World War II and the Cold War era and Criterion C as an example of a “wire spool”-type siren on a freestanding pole.

4.1.32 Pueblo del Rio Public Housing Complex Historic District

Pueblo del Rio is a 17.5-acre housing complex composed of 57 two-story, multi-family dwellings designed with International Style architectural elements (APN 5105005900; 5105006900; 5105006901; 5105006902; 5106027901). Built between 1941 and 1944, the property's overall plan, which features superblock site planning, the integration of communal greenspace, and the separation of vehicle and pedestrian traffic, derives from Garden City planning principles. The property was determined eligible for listing in the NRHP in 2002. It is significant under Criterion A as an early Los Angeles public housing project and for its associations with mid-twentieth century city planning practices and welfare policies. It is significant under Criterion C as an example of International Style architecture and Garden City community planning. Furthermore, the complex is notable as the product of collaboration among influential Modernist architects Paul R. Williams, Richard Neutra, Adrian Wilson, Gordon B. Kaufmann, Walter Wurdeman, and Weldon Becket, along with landscape architect Ralph D. Cornell. Its period of significance is 1941 to 1944, corresponding to the years of construction for the original complex and its annex. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.33 1600 Compton Avenue, Los Angeles

1600 Compton Avenue consists of two industrial buildings located at 1600 East 16th Street (APN 5129021024). It is a one-story warehouse building constructed in phases and designed in a utilitarian style with minimal Art Deco-style decorative elements. Situated adjacent to the south is 1620 Compton Avenue, which rises two stories and possesses a Streamline Moderne-style design. The subject buildings have been associated historically with industrial laundry and garment and linen rental services. In 2015, the property was identified as eligible for listing in the NRHP under Criterion C as an excellent example of the Streamline Moderne style applied to an industrial property.

4.1.34 Mack International Motor Truck Corp.

Occupying an entire city block along Long Beach Avenue and East Washington Boulevard, the Mack International Motor Truck Corporation building at 2001 South Alameda Street, Los Angeles (APN 5167014008), constructed in 1925, is a two-story daylight factory building featuring utilitarian- and Neoclassical-style architectural elements. It was previously identified in 2015 and recommended eligible for listing in the NRHP under Criterion C as an excellent example of the daylight factory property type. Possessing many of the features that define the daylight factory property type, including the banks of multi-light metal-framed window sashes and specialized roof forms designed to take advantage of natural light and provide ventilation, the property is recommended eligible for listing in the NRHP under Criterion C as an excellent example of a daylight factory.

4.1.35 Randolph Substation/Randolph Street, Huntington Park

Located on Randolph Street near its intersection with Bissell Place in Huntington Park, the Randolph Substation contains the standard components of an electrical substation, including banks of transforms and a single building on the west-central portion of the property (APN 6319021801). The building is identifiable in its relation to Southern California Edison (SCE) as a civic type-library 3 model substation building, of which nine are extant (Alon, Cardiff, Carmenita, Casitas, Genesha, Hathaway, Lancaster, Randolph, and San Dimas). Characteristic of a civic type-library 3 model substation building, it was designed in a Stripped Classical Revival style. The single-story, rectangular-planned building sits on a

reinforced concrete slab. Cladding includes both exposed concrete and brick. Metal windows and wood doors are placed symmetrically throughout. The building is topped with a hipped roof clad in clay tile.

The Randolph Substation building is eligible for listing in the NRHP under Criterion C as an intact example of a SCE substation building. The building was designed and constructed as part of SCE's architecture program before 1949. It is identifiable as a civic type-library 3 model substation building designed in a simplistic version of the Classical Revival style. It features a concrete base, brick walls, symmetrically placed rectangular doors and windows, and a hipped clay tile roof. It retains all seven aspects of integrity and has been consistently used as a substation building since the time of its construction.

4.1.36 Southern California Edison Long Beach – Laguna Bell 60kV Transmission Lines

The SCE Long Beach-Laguna Bell 60 kilovolt (kV) and 220kV transmission lines comprise two 60kV transmission lines and one 220kV transmission line. Suspended from a series of lattice steel towers, the lines initiate at the Long Beach Generation Station Substation on Terminal Island in Long Beach and terminate approximately 9.5 miles north at the Laguna Bell Substation in Los Angeles County. The transmission lines were constructed in 1927 and 1928 to connect the Long Beach Steam Station and the Big Creek Hydroelectric System, establishing the backbone of the SCE 220 to 66kV system. Their construction represents a significant event in the development of SCE's electrical system.

The lines were determined eligible for listing in the NRHP in 2017 under Criterion A as a central element of SCE's 220kV transmission system and under Criterion C as innovatively designed transmission lines and for the design of their crossing at Cerritos Channel, a significant engineering feat. The established period of significance for the lines varies by voltage, as follows: 66kV and below, 1907-30; 67kV to 230kV, 1912-41. The period of significance for the Long Beach-Laguna Bell 66kV and 220kV Transmission Lines is 1928, the year construction was completed.

4.1.37 Los Angeles Department of Water and Power Boulder Lines 1 and 2

The Los Angeles Department of Water and Power Boulder Lines 1 and 2 consist of an approximately 270-mile course of 287.5 kV transmission lines between Hoover Dam and the City of Watts. Associated features include towers and lightning protection, conductors and associated hardware, transformer and switching stations, and an access road. Originally constructed in 1936, the lines are listed in the NRHP under Criterion A for their association with and the delivery of hydroelectric power generated at Hoover Dam to the greater Los Angeles area, which facilitated development in the area from the mid-1930s through the 1940s. The lines are additionally listed under Criterion C as an exceptional accomplishment in the engineering of electrical transmission lines. Their period of significance begins in 1936, when construction of the lines was completed, and ends in 1953, the year steam-generated power began to supplant hydroelectric power.

4.1.38 Rancho Los Amigos Medical Center Historic District

Rancho Los Amigos Medical Center Historic District (APN 6245016934) is a 52-acre public health campus consisting of dozens of contributing buildings, landscaping elements, internal roadways, and other features constructed between 1888 and 1942. The hospital wards, bungalows, support buildings, and train station were designed in a range of architectural styles that include vernacular, Craftsman, and Mediterranean Revival. The property was

determined eligible for listing in the NRHP in 1995 under Criterion A for its representation of the facility's evolution from its establishment as the County Poor Farm in the late nineteenth century to its conversion to a public hospital during the early to-mid-twentieth century. Rancho Los Amigos' period of significance begins with its establishment in 1888 and concludes with the 1952 retirement of Superintendent William R. Harriman, who supervised the facility's transition to a medical hospital. Several buildings, including the Administrative Building, Superintendent's House and Garage, Casa Consuelo, two buildings and a water tower associated with the Power Plant, and a complex consisting of the Dining Room, Staff Room/Commissary, and the Receiving Room, are individually eligible for listing in the NRHP under Criteria C. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.39 I-105/Century Freeway-Transitway Historic District

The I-105/Century Freeway-Transitway Historic District is multi-lane roadway that was determined eligible for listing in the NRHP under Criteria A and C in December 2019. Under Criterion A, the district is significant as the focus of a landmark California environmental justice lawsuit that resulted in substantive changes in the environmental review process. The lengthy litigation was settled by agreements that specified the final route of the freeway and required integrated Intelligent Traffic Systems technology to reduce associated local road traffic and an associated light rail system (C (Green) Line). The case quantified how residential displacement would occur, where and how replacement housing would be built, and required that contractors adhere to ambitious job training and affirmative action programs. Under Criterion C, the property is significant as the final full-length inner-city interstate to be constructed in the United States. Features that define the district and contribute to its significance include Intelligent Traffic Systems features and design components, an integral light rail system with stations in the median, and intermodal interchanges.

The boundaries of the district are encompassed by the California Department of Transportation (Caltrans) right-of-way from California Street in El Segundo to Studebaker Road in Norwalk. The C (Green) Line and related stations; the freeway bridges, three of which are in the APE, and ramps constructed as part of the project; and the limited interchanges connecting Interstates 405, 110, 710, and 605 are contributing features to the district. Its period of significance spans 1968-1995. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.40 Bellflower Pacific Electric Railway Depot

Constructed ca. 1905, Bellflower Pacific Electric Railway Depot is a one-story building designed with minimal Classical Revival-style architectural elements (APN 7109009903). The building was recently restored in a historically accurate manner; its appearance is consistent with its original design. The present study found that the Bellflower Pacific Electric Railway Depot is eligible for listing in the NRHP under Criterion A for its direct association with the early transportation history of Southern California and Criterion C for its embodiment of the distinctive characteristics of a purpose-built street railway depot.

On February 10, 2020, the City of Bellflower included information about their current maintenance and operation of the Metro-owned depot as a public restroom and that it has significant historical value to the Bellflower community.

4.1.41 10040 Flora Vista Street, Bellflower

10040 Flora Vista Street in Bellflower (APN 7109009004) is an irregularly shaped parcel containing a single-family residence with a detached garage designed in the Storybook style, a style of architecture that emerged in the Los Angeles region during the 1920s alongside the growth of the film industry and expansion of the city during this period. The style was inspired in part by fairytales, the Hollywood film industry, and the artistry employed in movie sets. Described as an offshoot of Period Revival architecture, popular throughout the country during the same period, Storybook style referred to medieval northern European forms with whimsy and exaggeration. The roof was an important feature in expressing the character of the style, and building elevations often combined several materials. Its popularity resulted in a dilution of design elements by the 1930s. Although elements of the style vary greatly from home to home, some of the character-defining features include steeply pitched roofs; multiple gables; flared or rolled eaves; catslide roofs (the concave extension of the main roof over the entry porch); colliding angles and unusual volumes; asymmetrical facades; the use of stucco, stone, brick, or wood for exteriors; arched or oddly shaped windows or door openings; thatched roofs or uneven shingle placement; dormers; turrets; dovecotes; chimneys; and metal hardware and other ironwork. Storybook-style homes were often constructed to appear as though they were built up gradually over time, and their surrounding landscapes typically include greenery in keeping with their faux rural heritage.

The property is eligible for listing in the in the NRHP under Criterion C as it embodies the distinctive characteristics of a type, period, or method of construction. Its period of significance is 1931, the year of its construction. A largely intact example of the Storybook style, the home retains many of its primary character-defining features, including steeply pitched roofs, flared eaves, an asymmetrical façade, irregular massing, stucco exterior, chimney, metal hardware in the form of a speakeasy on the primary entry door, and the original wood-sash multi-paned and narrow vertical windows.

4.1.42 Union Pacific Los Angeles River Rail Bridge, South Gate

The Union Pacific Los Angeles River Bridge is a Warren through truss rail bridge constructed ca. the 1930s (APN 6222040903). Although the Warren truss was used in American railway bridge design since the mid-nineteenth century, it only reached its peak popularity among builders of steel bridges in the 1920s when it displaced the Pratt truss as the most common steel truss type for use in bridges. The Union Pacific Los Angeles River Rail Bridge is eligible for listing in the NRHP under Criterion C as an excellent and rare example of a subdivided Warren truss steel bridge.

4.1.43 Our Lady of the Rosary Church

Located at 14813-14819 Paramount Boulevard in the City of Paramount, Our Lady of the Rosary Church and elementary school campus comprises five contiguous parcels (APNs 6241016009; 6241016010; 6241016011; 6241016012; 6241016019). The campus includes approximately 11 buildings sited around a central paved parking lot and adjacent playing field. Campus buildings feature many common elements representative of their unique Mid-Century Modern and Mediterranean Revival hybrid design, including rectilinear massing, minimally pitched roofs, smooth concrete and stucco walls, and stone veneer. The focal point of the property is the two-story church building, centrally located on the eastern edge of the campus. The church was designed by J.E. Trudeau, a highly experienced and prolific designer of churches in Southern California.

The Our Lady of the Rosary Church building as eligible for listing in the NRHP under Criterion C for its architectural merit. Its style is an interesting blend of Mid-Century Modern design with Mediterranean Revival influence as applied to a church building that is rare in the City of Paramount. Its associated period of significance is the period of the church and school's original construction: 1948 to 1952. The remainder of the campus is not NRHP-eligible.

4.1.44 6000 Alameda Street, Huntington Park

Located at the northeast corner of the intersection of Alameda and Randolph Streets in Huntington Park, 6000 Alameda Street is a two-story daylight factory building developed for the National Automatic Pan Corporation in 1925 (APNs 6321007015; 6321007016; and 6321007017). The brick-clad building features a sawtooth roof and expanses of steel industrial sash windows, character-defining elements of the daylight factory building type that allowed for the maximum penetration of natural light into interior workspaces. In 1929, a one-story north elevation was added consistent with the building's original design. A rear addition was completed in the 1950s or early 1960s. The building is eligible for listing in the NRHP under Criterion C as an intact example of a daylight factory building. Its period of significance begins with its original construction in 1925 and concludes with the completion of the 1929 addition.

4.1.45 6101 Santa Fe Avenue, Huntington Park

Situated southwest of the intersection of Santa Fe Avenue and Randolph Street in Huntington Park, 6101 Santa Fe Avenue is a one-story daylight factory building developed by the Sav-A-Day Laundry Company in 1928 (APNs 6321011035 and 6321011900). Its street-facing elevations feature large steel industrial sash windows, a hallmark of the daylight factory property type. Architectural detailing consists chiefly of molded fluted columns, which terminate at a simple cornice that wraps around much of the building. These elements suggest the modest influence of the Art Deco architectural style. An addition completed in 1936 roughly doubled the size of the building while maintaining a design consistent with the original exterior. The building is eligible for listing in the NRHP under Criterion C as a rare, intact example of an architecturally styled, pre-World War II industrial building in Huntington Park. Its period of significance is 1928 to 1936, the years marking its original construction and the completion of the addition.

4.1.46 2860 Randolph Street, Huntington Park

The multi-family property at 2860 Randolph Street consists of a Tudor Revival-style single-family residence and an apartment building and detached garage designed in no discernible style (APN 6319001002). Characteristic of the Tudor Revival style, the stucco-clad residence features false half-timbering and a wing-and-gable form with a sweeping, concave roofline. The residence and the detached garage date from 1926, while the apartment building was constructed at the rear of the property in 1953. The single-family residence is eligible for listing in the NRHP under Criterion C at the local level of significance as a good example of a Tudor Revival-style residence. Its period of significance is 1926, the year it was completed. The detached garage and apartment building are recommended ineligible for listing because they lack architectural distinction and historical significance.

4.1.47 6300-6302 State Street, Huntington Park

The Spanish Colonial Revival-style bungalow court at 6300 State Street (APN 6319009014) consists of two single-story multi-family residential buildings at the front of the property and a pair of two-story apartment buildings at the rear. Built on a symmetrical plan, the buildings

flank a central driveway running nearly the entire length of the parcel. Characteristic of the Spanish Colonial Revival style, the one-story buildings feature stucco wall cladding, pent roofs clad with barrel tile over windows, and tower-like elements at the corners of the façade, which are also clad with barrel tile. At the main entry to the bungalow court, a screen wall connects the two wings and features a barrel-tile-clad shed roof spanning the driveway. Although visibility was limited, the rear buildings appear roughly consistent in design with their counterparts at the front of the property. The property is eligible for listing in the NRHP under Criterion C at the local level of significance as a good example of a Spanish Colonial Revival-style bungalow court. Its period of significance is 1929, the year it was developed.

4.1.48 Downtown Los Angeles Industrial Historic District

The Downtown Los Angeles Industrial Historic District encompasses the city's primary industrial district from the late nineteenth century through World War II. Significant for its role in the industrial development of Los Angeles, the Downtown Los Angeles Industrial Historic District is eligible for listing in the NRHP under Criterion A with an associated period of significance spanning from 1900 to 1940. By 1940, in spite of the impact of the Great Depression, the industrial base of Los Angeles was well established, primarily in contained concentrations in east, central, and south Los Angeles and neighboring communities. The Los Angeles Industrial Historic District is one area that is significant "for its role in the industrial history and development of Los Angeles [as] the district served as the city's primary industrial district from the late-[nineteenth] century through World War II."

The Final Cultural Resource Survey Report identified eight properties in the Section 106 APE that contribute to the Downtown Los Angeles Industrial Historic District. Two of the properties are also individually eligible, the Angel City Brewing/John A. Roebling's Sons Company Building (Section 4.1.5) and 500 South Alameda Street (Section 4.1.7), while the remaining six, described below are not. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.48.1 701 East 3rd Street, Los Angeles

701 East 3rd Street (APN 5163009902) includes one four-story, utilitarian-style industrial building constructed in 1924 as a branch factory for the Neptune Meter Company, a New York City-based manufacturer of water meters. By the 1920s, the area surrounding the subject property had been fully established as the industrial hub of the city. Constructed in 1924, the building is consistent with the historical theme of industrial development in downtown Los Angeles. It is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.48.2 312 South Alameda Street

Constructed in 1930, 312 South Alameda Street, Los Angeles (APN 5163010009) is a one-story, masonry-constructed, vernacular industrial building. By the time of its construction, the area surrounding it had been established as the industrial hub of the city. The building's vernacular influences and many of its features, including exposed masonry wall surfaces, bay door openings, and unpartitioned interior space, are characteristic of industrial buildings of its era. Constructed during the established period of significance for the district (1900-1940) in a design aesthetic characteristic of industrial architecture, the building is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.48.3 400 South Alameda Street

400 South Alameda Street, Los Angeles (APN 5163026001) is a three-story, vernacular industrial building that features exposed masonry wall surfaces and rows of arched openings. R.B. Young and Son designed the building, and it was constructed in 1910 for the Stockwell-Haley Company, Inc., a mattress manufacturer, to serve as a manufacturing facility and warehouse. The property is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.48.4 422-430 South Alameda Street, Los Angeles

By the 1920s, the area surrounding 422-430 South Alameda Street (APNs 5163026002; 5163026003; 5163026004) had been fully established as the industrial hub of the city. Consistent with the trends in the area, the property was developed in 1921 with a one-story, vernacular industrial building for use as a storage warehouse. The building is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.48.5 436 South Alameda Street

By the 1920s, the area surrounding 436 South Alameda Street, Los Angeles (APN 5163026005) had been fully established as the industrial hub of the city. Consistent with these historic trends, 436 South Alameda was developed in 1921 with a one-story, utilitarian-style industrial building for shipping and receiving. In keeping with industrial buildings of the era, it features large bay door openings and uninterrupted interior space. The building is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.48.6 440 South Alameda Street

Built in 1921, 440 South Alameda Street, Los Angeles (APN 5163026006) is a two-story, utilitarian-style industrial building. Characteristic of such buildings, it features exposed masonry walls, large bay door openings, and unpartitioned interior space. The building was constructed during the established period of significance for the district in a style characteristic of early twentieth century industrial buildings and is a contributing resource to the Downtown Los Angeles Industrial Historic District.

4.1.49 Broadway Theater and Commercial Historic District

The NRHP-listed Broadway Theater and Commercial Historic District is significant under Criterion A as Los Angeles' primary commercial and theater center during the late nineteenth and early twentieth centuries, and under Criterion C for its high concentration of architecturally significant buildings. The Broadway Theater and Commercial District is a complex of predominantly commercial and entertainment structures done in a variety of architectural styles. The district extends along both sides of Broadway from the vicinity of Third to Ninth Streets and exhibits structures in varying condition and degree of alteration. General styles include a variety of commercial buildings in Classical and Commercial styles, Art Deco, Moderne, and others, and many theaters in more flamboyant designs. The area is highly built up and somewhat homogeneous in streetscape spotted by several parking lots and a few structures built after 1930. Most of the structures range in construction date from 1894 to 1931, although several have received new facades since the latter date. One property in the Section 106 APE contributes to the Broadway Theater and Commercial Historic District. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.49.1 Merritt Building

The Merritt Building at 301 West 8th Street, Los Angeles (APN 5144014027) is a nine-story Classical Revival-style commercial office building completed in 1915. The building's namesake, capitalist Hulett C. Merritt, commissioned the noted Reid Brothers architecture firm of San Francisco to design the building. It is a contributing resource to the Broadway Theater and Commercial Historic District, but integrity has been compromised by exterior alterations to its lower floors, including the application of a smooth stone veneer and extensive storefront remodeling.

4.1.50 Seventh Street Commercial Historic District

The Seventh Street Commercial Historic District is an eight-block-long commercial district in the center of downtown Los Angeles. Moderate in size, the district includes parcels on both sides of Seventh Street between Main Street on the east and Figueroa Street on the west. The district is primarily composed of multi-storied, mixed-use commercial buildings that date to the early 20th century. District contributors are designed in a variety of architectural styles that were commonly applied to early 20th century commercial buildings, with a high concentration of Beaux-Arts-style buildings. Some buildings were remodeled in the 1930s and exhibit characteristics of the Art Deco style. Common architectural features include symmetrical facades; flat roofs with heavy cornices; terra cotta, brick, and stone wall cladding; entrance canopies; display windows, often arranged in a tripartite configuration; blade signs; and the generous application of ornament. Many of the buildings exhibit an exceptional degree of articulation and are regarded as some of the best examples of early 20th century commercial architecture in the city. Common alterations include the replacement of original doors and storefront windows, the removal or alteration of signage, and the addition of awnings and other non-original decorative elements. This stretch of Seventh Street adheres to the skewed rectilinear street grid on which most of downtown Los Angeles is oriented. It transects smaller neighborhoods within downtown including the Historic Core, the Jewelry District, and the Financial District. Streetscape features include wide concrete sidewalks that periodically feature decorative terrazzo or glass block sections, bus benches, and mature ficus trees that are planted sporadically along the length of the street. Historic electroliers have been placed in front of several buildings. One property in the Section 106 APE, the Barker Brothers Furniture Store (Section 4.1.15), contributes to the Seventh Street Commercial Historic District. Section 1.1.3 describes guidance on how Section 4(f) applies to historic districts.

4.1.50.1 Barker Brothers Furniture Store

The Barker Brothers Furniture Store (Section 4.1.15) is the only contributing resource to the Seventh Street Commercial Historic District that is located within the Section 106 APE.

4.1.51 P-19-001575

P-19-001575 is a multi-component site that contains both prehistoric and historic materials. Much of P-19-001575 lies underneath extant buildings associated with Union Station and was originally recorded as a historic archaeological site consisting of artifacts, architectural remains, and other cultural features associated with the nineteenth and twentieth century Chinatown. Subsequent investigations at the site resulted in the discovery and documentation of a Native American cemetery consisting of 14 interments and 5 cremations (Metro 2020a). P-19-001575 was determined eligible with SHPO concurrence for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The property is covered by the exception included in 23 CFR Section 774.13(b) as described in Section 1.2.4.1. Therefore, the FTA has preliminarily found that that P-19-001575 falls under the exception from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.52 P-19-002849

P-19-002849 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of a utility line. As documented in the Final Cultural Resource Survey Report, P-19-002849 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-002849 falls under the exception from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.53 P-19-003181

P-19-003181 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of foundations and refuse deposit associated with the J.M. Griffith Co. Planning Mill and Lumber Yard. As documented in the Final Cultural Resource Survey Report, P-19-003181 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-003181 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.54 P-19-003588

P-19-003588 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of building foundations and refuse scatter. As documented in the Final Cultural Resource Survey Report, P-19-003588 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-003588 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.55 P-19-003862

P-19-003862 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of brick alignment building foundation. As documented in the Final Cultural Resource Survey Report, P-19-003862 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-003862 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.56 P-19-004171

P-19-004171 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of building foundations, trench, and refuse deposit. As documented in the Final Cultural Resource Survey Report, P-19-004171 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-004171 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.57 P-19-004201

P-19-004201 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of building foundations, associated features, and railroad tracks. As documented in the Final Cultural Resource Survey Report, P-19-004201 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-004201 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.1.58 P-19-004202

P-19-004202 lies within the Alternative 1 alignment. This resource is in a developed area that contains no exposed ground surface, dates to the historic period, and consists of railroad segments. As documented in the Final Cultural Resource Survey Report, P-19-004202 is unevaluated and presumed eligible for listing in the NRHP under Criterion D.

The property is important chiefly because of what can be learned by data recovery and has minimal value for preservation in place. The FTA has preliminarily found that that P-19-004202 is excepted from Section 4(f) under 23 CFR Section 774.13(b), pending California SHPO consultation.

4.2 Public Parks and Recreational Areas

Section 4(f) park and recreation resources include public parks and recreation areas that are publicly owned, are used by the public for park and recreation purposes and are considered significant. Section 4(f) resources include public school properties that provide recreational resources available to the public as well as trails that do not function primarily for transportation use, thereby meeting the definition of a Section 4(f)-protected resource as discussed in Section 1.1.

Table 4.2 summarizes the public park or recreational properties that were identified within the Affected Area. These resources are shown in Figure 4-2a through Figure 4-2e. Detailed maps for each of the Section 4(f)-protected park and recreational resources are included in Section 5.3. The following subsections provide details on each property, including whether it is subject to Section 4(f) protection. Ten park and recreation facilities totaling approximately 134 acres were identified within the Affected Area of the Build Alternatives.

Eleven school properties were identified within the Affected Area of the Build Alternatives. The properties are shown in Figure 4-2a through Figure 4-2e. Of these, four are private schools and are not protected by Section 4(f).

The public schools identified in the Affected Area are within the Los Angeles Unified School District or the Paramount Unified School District. The Los Angeles Unified School District policies allow for the use of school grounds and facilities by members of the public provided the activities do not interfere with the regular conduct of schoolwork. The Los Angeles Unified School District specifies the hours of use, so as not to interfere with the regular school day. Therefore, recreational facilities on the public schoolgrounds within the Los Angeles Unified School District are open to the public and considered as Section 4(f) resources. Section 4(f) would apply to the publicly used recreational areas only and not the entire campus.

The Paramount Unified School District does not consider school grounds within its jurisdiction as significant for public park or recreation use (see e-mail from Paramount Unified School District Director of Facilities and Projects in Appendix A). Per Question 1A of the *Section 4(f) Policy Paper*, significance determinations for publicly owned land for park use is made by the official(s) with jurisdiction over the property. Because the Paramount Unified School District, which is the official with jurisdiction over school properties within its district, informed Metro and FTA that the school grounds are not significant for public park or recreation use, the schoolgrounds within the Paramount Unified School District are not Section 4(f) resources.

Five trails are located within the Affected Area of the Build Alternatives. The facilities, shown in Figure 4-2a through Figure 4-2e, are the Los Angeles River Bike Path along the Los Angeles River, Rio Hondo Bike Path along the Rio Hondo Channel in the City of South Gate, Bellflower Bike Trail in Bellflower, San Gabriel River Mid-Trail along the San Gabriel River, and the planned Paramount Bike Path between Lakewood Boulevard and Rosecrans Avenue.

Table 4.2. Park and Recreational Areas Identified within the Affected Area Evaluated for Section 4(f) Protection

Resource	Property Type	Official(s) with Jurisdiction	Public Recreational Uses	Applicable to Alternative(s)	Section 4(f) Applies
Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park) 125 Paseo de la Plaza, Los Angeles	Park	City of Los Angeles	Open area with plaza, community gathering space, gazebo, benches, areas for vending kiosks, and historic monument	Alternative 1 and Design Option 1	Yes
La Petite Academy of Los Angeles 750 North Alameda St, Los Angeles	School	N/A, in private ownership	None identified	Alternative 1 and Design Option 1	No, not publicly owned or accessible
Animo Jefferson Charter Middle School 1655 East 27th Street, Suite A, Los Angeles	School	Los Angeles Unified School District	None identified	Alternatives 1 and 2	No, no public recreational use
Fred Roberts Recreation Center 4700 South Honduras St, Los Angeles	Park	City of Los Angeles	Barbecue pits, basketball courts, children play area, community room, picnic tables, volleyball courts, kitchen, outdoor fitness equipment, synthetic soccer field with onsite parking	Alternatives 1 and 2	Yes
Lillian Street Elementary School 5909 Lillian St Los Angeles	School	Los Angeles Unified School District	Playground, asphalt play areas include track, tennis court, four-square, basketball and other ball courts, and miscellaneous play space	Alternatives 1, 2, and 3	Yes, playground area only
San Antonio Elementary School 6222 State St Huntington Park	School	Los Angeles Unified School District	Asphalt play areas include track, tennis court, basketball and other ball courts, and miscellaneous play space	Alternatives 1, 2, and 3	Yes, playground area only
Salt Lake Park 3401 East Florence Ave, Huntington Park	Park	City of Huntington Park	Recreation center, gymnasium, grass soccer field, synthetic grass soccer field, baseball diamonds, batting cages, skate park, tennis courts, weight room, picnic areas, barbecues, children's playgrounds, concession stand, and meetings rooms	Alternatives 1, 2, and 3	Yes

4 Description of Section 4(f) Properties

Resource	Property Type	Official(s) with Jurisdiction	Public Recreational Uses	Applicable to Alternative(s)	Section 4(f) Applies
Legacy High School Complex 5225 Tweedy Blvd, South Gate	School	Los Angeles Unified School District	1 baseball field, 1 open field, 4 tennis courts	Alternatives 1, 2, and 3	Yes, playground area only
Hollydale Community Center/Park 12221 Industrial Ave, South Gate	Park	City of South Gate Parks and Recreation Department	Basketball court, community center, playground; no onsite parking	Alternatives 1, 2, 3, and 4	Yes
Paramount Park 14400 Paramount Blvd, Paramount	Park	City of Paramount	Playgrounds, handball courts, baseball diamonds, basketball court, picnic shelters/barbecues, gymnasium, walking path, restrooms, pool with onsite parking	Alternatives 1, 2, 3, and 4	Yes
Paramount High School 14429 Downey Ave, Paramount	School	Paramount Unified School District	None, not a significant park or recreation area per official with jurisdiction	Alternatives 1, 2, 3, and 4	No, not a significant park or recreation area with public use
Paramount High School West Campus 14708 Paramount Blvd, Paramount	School	Paramount Unified School District	None, not a significant park or recreation area per official with jurisdiction	Alternatives 1, 2, 3, and 4 Paramount MSF site option	No, not a significant park or recreation area with public use
Paramount Park Middle School 14608 Paramount Blvd, Paramount	School	Paramount Unified School District	None, not a significant park or recreation area per official with jurisdiction	Alternatives 1, 2, 3, and 4 Paramount MSF site option	No, not a significant park or recreation area with public use
Our Lady of the Rosary Elementary School 14813 South Paramount Blvd, Paramount	School	N/A, in private ownership	Private school campus not open to public	Alternatives 1, 2, 3, and 4 Paramount MSF site option	No, not publicly owned or accessible
Adventist Union School 15548 Santa Ana Ave, Bellflower	School	N/A, in private ownership	Private school campus not open to public; playground is within private school grounds	Alternatives 1, 2, 3, and 4	No, not publicly owned

Resource	Property Type	Official(s) with Jurisdiction	Public Recreational Uses	Applicable to Alternative(s)	Section 4(f) Applies
Ruth R. Caruthers Park 10500 East Flora Visa St, Bellflower	Park	City of Bellflower	Baseball/softball fields, batting cages, skate park, game room, picnic areas, wading pool, playgrounds, tennis courts, basketball court, volleyball courts, handball courts, tetherball courts, fitness center, 2-mile fitness course, equestrian path, barbecues, and bike trail	Alternatives 1, 2, 3, and 4	Yes
Valley Christian Middle and High Schools 17700 and 18100 Dumont Ave, Cerritos	School	N/A, in private ownership	None	Alternatives 1, 2, 3, and 4	No, not publicly owned
Rosewood Park 17715 Eric Ave, Cerritos	Park	City of Cerritos and Artesia Cemetery District	Basketball court, sand area with playground equipment, picnic shelters, barbecues, multipurpose field, with onsite parking	Alternatives 1, 2, 3, and 4	Yes
Artesia Park 1870 Clarkdale Avenue, Artesia	Park	City of Artesia	Banquet space, baseball/softball diamond, basketball court, meeting rooms, picnic areas, picnic shelters, children's playground, restrooms, soccer field, tennis court, with onsite parking	Alternatives 1, 2, 3, and 4	Yes
Hollywood Sports 9108 Somerset Blvd and 15230 Lakewood Blvd	Recreational complex	City of Bellflower	Hollywood Sports, commercial recreational enterprise providing paintball and airsoft activities	Alternatives 1, 2, 3, and 4 Bellflower MSF Option	No, not a significant public park or recreation area
Flora Vista Dog Park 9203 Flora Vista St	Park	City of Bellflower	Off-leash dog exercise	Alternatives 1, 2, 3, and 4 Bellflower MSF Option	Yes
Pacific Electric Depot 16336 Bellflower Blvd	Historic building	City of Bellflower	Pacific Electric Depot building and public restroom building	Alternatives 1, 2, 3, and 4	Yes, as a historic property only, see Section 4.1.40

4 Description of Section 4(f) Properties

Resource	Property Type	Official(s) with Jurisdiction	Public Recreational Uses	Applicable to Alternative(s)	Section 4(f) Applies
The Mayne Events Center and the LA County Fire Museum 16400 Bellflower Blvd	Events center and museum	City of Bellflower	The Mayne Events Center and the LA County Fire Museum	Alternatives 1, 2, 3, and 4	No, primary purpose is not a park
Los Angeles River Bike Path	Bike path	Los Angeles County Department of Public Works	Bicycling, skating, skateboarding, jogging, and similar active recreation	Alternatives 1, 2, and 3	Yes
Rio Hondo Bike Path	Bike path	Los Angeles County Department of Public Works	Bicycling, skating, skateboarding, jogging, and similar active recreation	Alternatives 1, 2, and 3	Yes
Bellflower Bike Trail	Bike trail	City of Bellflower	Bicycling, skating, skateboarding, jogging, and similar active recreation	Alternatives 1, 2, 3, and 4	No, License Agreement preserves rail use
San Gabriel River Mid-Trail	Non-motorized trail	Los Angeles County Department of Public Works	Bicycling, skating, skateboarding, jogging, and similar active recreation	Alternatives 1, 2, 3, and 4	Yes
Paramount Bike Path	Bike trail	City of Paramount	Bicycling, skating, skateboarding, jogging, and similar active recreation	Alternatives 1, 2, 3, and 4	No, License Agreement preserves rail use
Urban Orchard Park (Planned)	Park	City of South Gate Parks and Recreation Department	Planned passive recreation park; Phase 1 is in development and will include constructed wetlands and an educational garden, orchard, and picnic plaza; future phases are envisioned to include walking and bicycle paths, community art, and native plantings	Alternatives 1, 2, and 3	Yes

Source: Metro 2021a

Notes: MSF = maintenance and storage facility, N/A = not applicable

Figure 4-2a. Recreational Properties Evaluated for Section 4(f) Protection



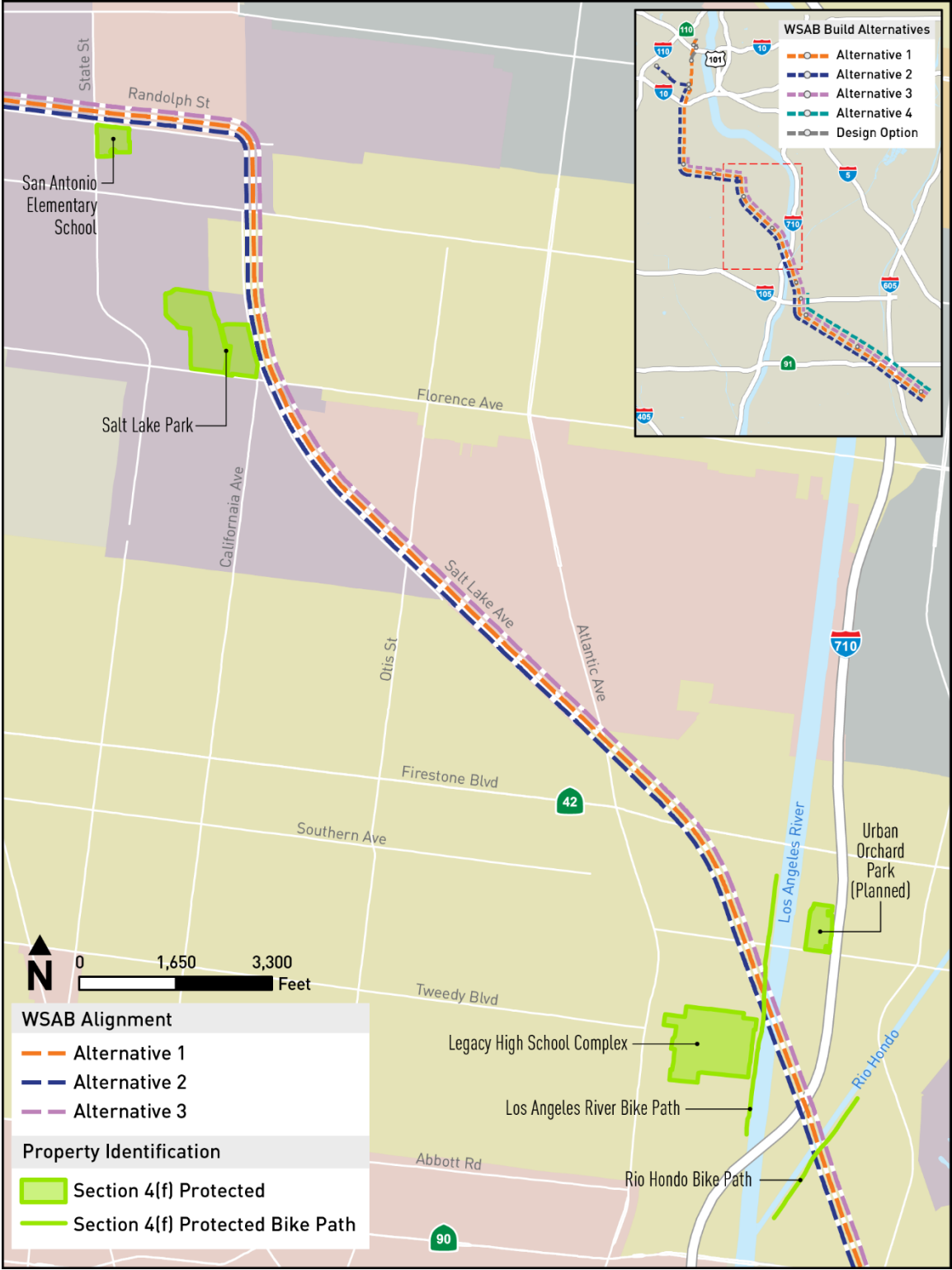
Source: Metro 2018a, WSP 2020

Figure 4-2b. Recreational Properties Evaluated for Section 4(f) Protection



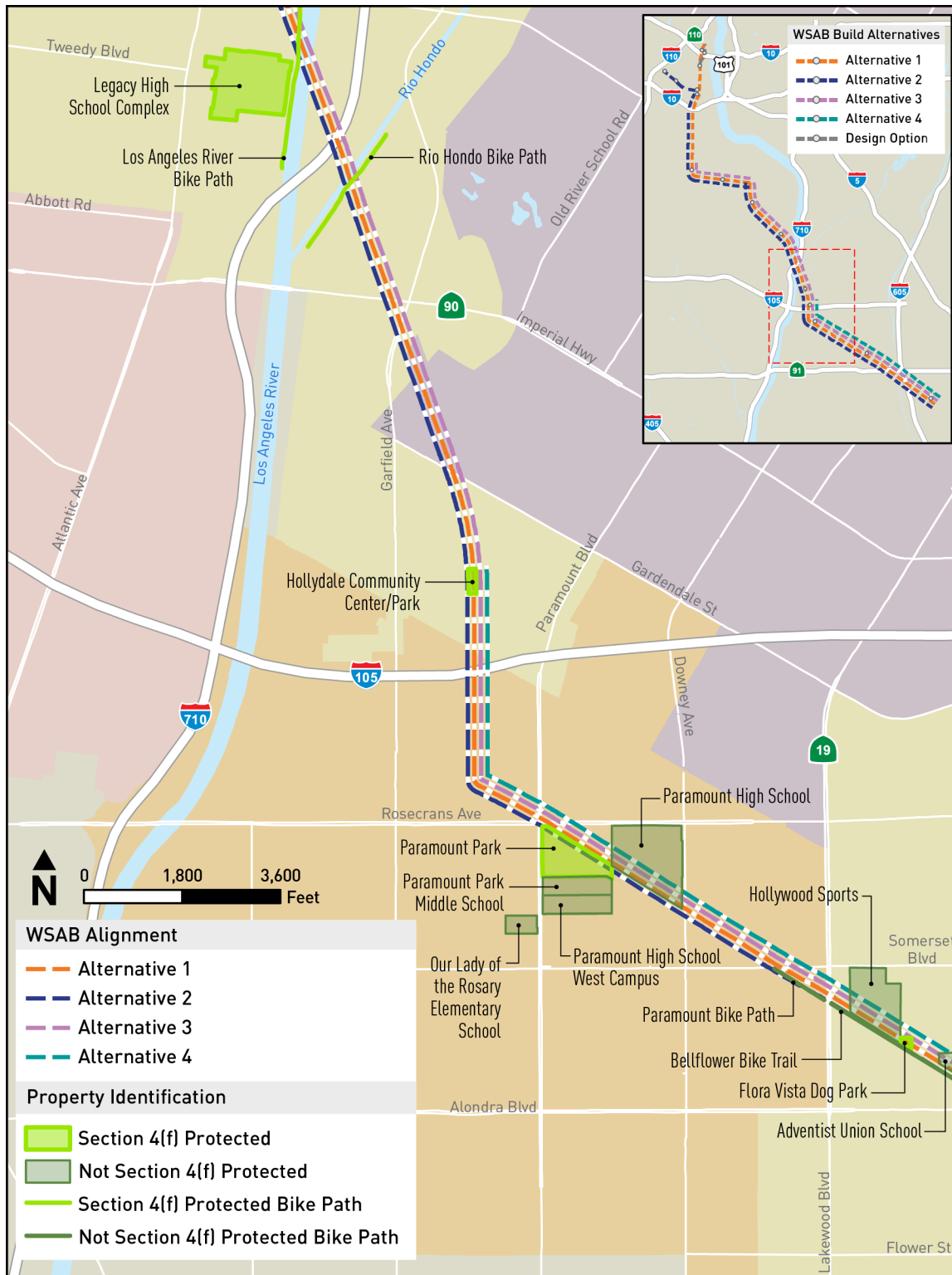
Source: Metro 2018a, WSP 2020

Figure 4-2c. Recreational Properties Evaluated for Section 4(f) Protection



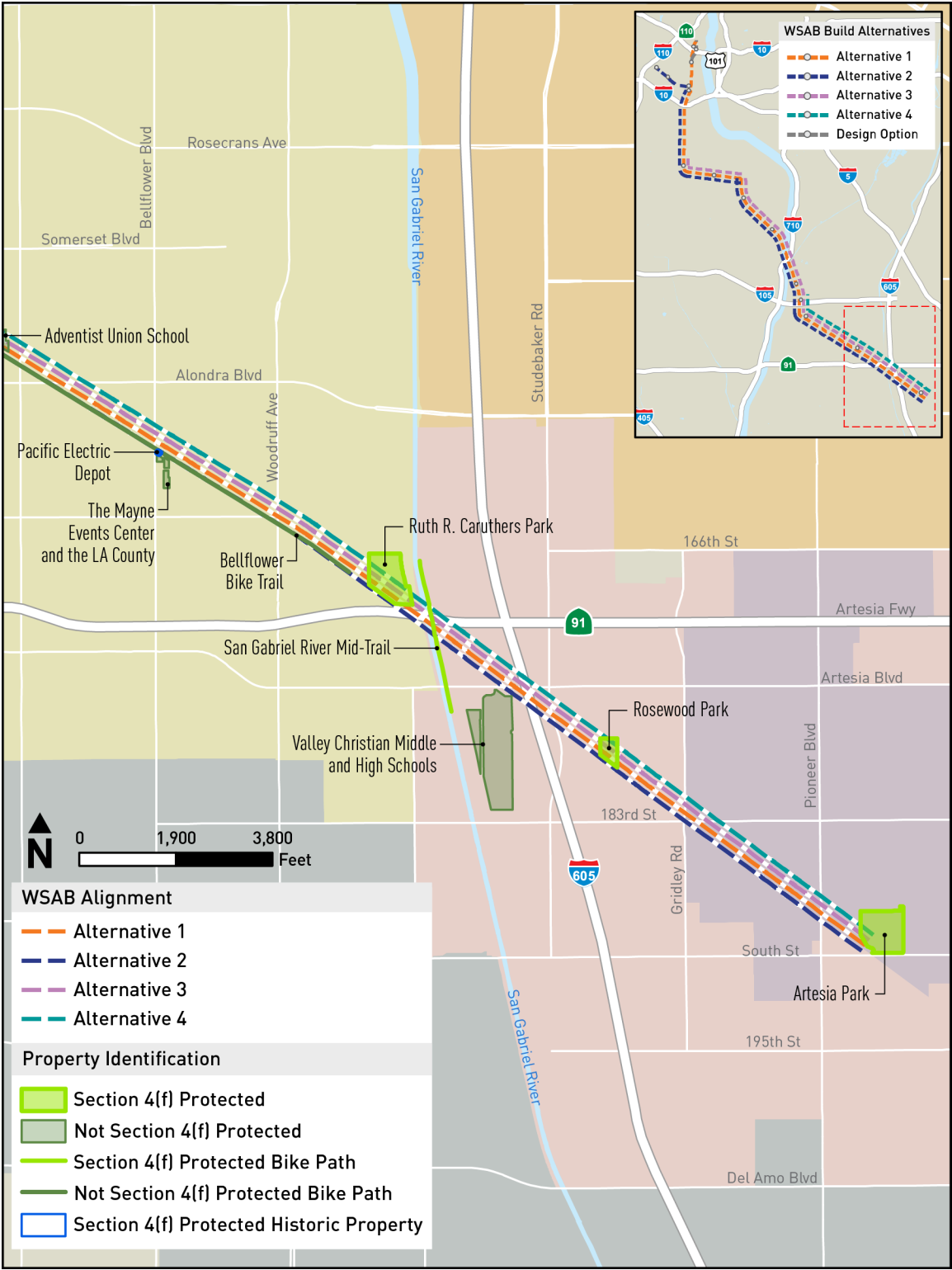
Source: Metro 2018a, WSP 2020

Figure 4-2d. Recreational Properties Evaluated for Section 4(f) Protection



Source: Metro 2018a, WSP 2020

Figure 4-2e. Recreational Properties Evaluated for Section 4(f) Protection



Source: Metro 2018a, WSP 2020

4.2.1 Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park)

Los Angeles Plaza Park is located at 125 Paseo de la Plaza, Los Angeles, and is owned by the City of Los Angeles. The plaza and open park area include El Pueblo Historical Monument and are approximately 17.2 acres in size. Los Angeles Plaza Park is approximately 240 feet from Alternative 1 and 770 feet from Design Option 1. The plaza is primarily used for passive recreation and community gathering and includes open areas for vending kiosks, a gazebo for community events, seating areas and walkways.

Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* On January 30, 2020, Metro contacted the City of Los Angeles to confirm ownership, operation, and significance of Los Angeles Plaza Park. On February 12, 2020, the City Department of Recreation and Parks responded, confirming their ownership and that the park is maintained by the El Pueblo de Los Angeles Historical Monument Authority Department. Therefore, the park is a Section 4(f)-protected property.

4.2.2 La Petite Academy of Los Angeles

La Petite Academy of Los Angeles is located at 750 North Alameda Street, Los Angeles and is approximately 210 feet from Alternative 1 and 700 feet from Design Option 1. It specializes in early childhood education from infant care to kindergarten. The school provides infant care, toddler care, early preschool, preschool, pre-kindergarten, junior kindergarten, and private kindergarten programs. The school campus is privately owned, not publicly accessible, and does not provide outdoor recreational amenities; therefore, it does not meet the definition of a Section 4(f) resource and is not evaluated for Section 4(f) use.

4.2.3 Animo Jefferson Charter Middle School

Animo Jefferson Charter Middle School is located at 1655 East 27th Street, Suite A, Los Angeles, which is approximately 90 feet from Alternatives 1 and 2. It is within the Green Dot Public School System and the charter was approved by the Los Angeles Unified School District. The school provides instructional programs for sixth grade through eighth grade. The school campus does not provide recreational amenities; therefore, it does not meet the definition of a Section 4(f) resource and is not evaluated for Section 4(f) use.

On January 29, 2020, Metro contacted the Los Angeles Unified School District to confirm ownership, operation, and significance of Animo Jefferson Charter Middle School. The district has not responded confirming their jurisdiction. However, because there are no outdoor recreational facilities on the campus, the school does not have public facilities that are subject to Section 4(f).

4.2.4 Fred Roberts Recreation Center

Fred Roberts Recreation Center is located at 4700 South Honduras Street, Los Angeles, which is approximately 100 feet from Alternatives 1 and 2 and is owned and operated by the City of Los Angeles Department of Recreation and Parks. The recreation center is approximately 2.5 acres in size. The center is primarily used for active recreation and includes barbecue pits, outdoor basketball courts, children play area, community room, picnic tables, volleyball courts, kitchen, outdoor fitness equipment, synthetic soccer field, with onsite parking. Fred Roberts Recreation Center meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area.

Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* On January 30, 2020, Metro contacted the City of Los Angeles to confirm ownership, operation, and significance of Los Angeles Plaza Park. On February 12, 2020, the City Department of Recreation and Parks responded, confirming their jurisdiction and that the parkland was obtained for public playground and recreation purposes. Therefore, the park is a Section 4(f)-protected property.

4.2.5 Lillian Street Elementary School

Lillian Street Elementary School is located at 5909 Lillian Street, Los Angeles, and is within the Los Angeles Unified School District. The school provides instructional programs for kindergarten through sixth grade and offers two after-school programs. The playground area at Lillian Street Elementary is approximately 320 feet from Alternatives 1, 2, and 3. The campus provides recreational opportunities open to the public when school is not in session including a playground, asphalt play areas, and courts. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 30, 2020, Metro contacted the Los Angeles Unified School District to confirm ownership, operation, and significance of Lillian Street Elementary School. The district has not responded confirming their jurisdiction. Per Question 1A of the *Section 4(f) Policy Paper*, *[i]f a determination from the official(s) with jurisdiction cannot be obtained, and a management plan is not available or does not address the significance of the property, the property will be presumed to be significant.* Based on the school district's policy allowing public use of outdoor recreational facilities, the playground portions of the school campus meet the definition of a Section 4(f) resource and are presumed to be significant.

4.2.6 San Antonio Elementary School

San Antonio Elementary School is located at 6222 State Street, Huntington Park, and is within the Los Angeles Unified School District. The school provides instructional programs for kindergarten through fifth grade. The San Antonio Elementary playground area is approximately 270 feet from Alternatives 1, 2, and 3. The campus provides recreational

opportunities open to the public when school is not in session, including a track, asphalt play areas, and courts. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 30, 2020, Metro contacted the Los Angeles Unified School District to confirm ownership, operation, and significance of San Antonio Elementary School. The district has not responded confirming their jurisdiction. Per Question 1A of the *Section 4(f) Policy Paper*, *[i]f a determination from the official(s) with jurisdiction cannot be obtained, and a management plan is not available or does not address the significance of the property, the property will be presumed to be significant*. Based on the school district's policy allowing public use of outdoor recreational facilities, the playground portions of the school campus meet the definition of a Section 4(f) resource and are presumed to be significant.

4.2.7 Salt Lake Park

Salt Lake Park is located at 3401 East Florence Avenue in the City of Huntington Park. The park is owned by the City and provides a recreation center, gymnasium, grass and synthetic grass soccer fields, baseball diamonds, batting cages, skate park, tennis courts, weight room, picnic areas, barbecues, children's playgrounds, concession stand, and meetings rooms. The park is approximately 23 acres and is approximately 70 feet from Alternatives 1, 2, and 3 and 480 feet from the Florence/Salt Lake Station.

On January 29, 2020, Metro contacted the City of Huntington Park to confirm ownership, operation, and significance of Salt Lake Park. The City has not responded confirming their jurisdiction. Per Question 1A of the *Section 4(f) Policy Paper*, *[i]f a determination from the official(s) with jurisdiction cannot be obtained, and a management plan is not available or does not address the significance of the property, the property will be presumed to be significant*. Salt Lake Park meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area and is presumed to be significant.

4.2.8 Legacy High School Complex

Legacy High School Complex is located at 5225 Tweedy Boulevard, South Gate, and is within the Los Angeles Unified School District. The school provides instructional programs for ninth grade through twelfth grade. Legacy High School Complex is approximately 7.3 acres in size and the sports fields are approximately 140 feet from Alternatives 1, 2, and 3. The campus provides recreational opportunities open to the public when school is not in session, including a baseball field, open field, and tennis courts. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 30, 2020, Metro contacted the Los Angeles Unified School District to confirm ownership, operation, and significance of Legacy High School Complex. The district has not responded confirming their jurisdiction. Per Question 1A of the *Section 4(f) Policy Paper*, *[i]f a determination from the official(s) with jurisdiction cannot be obtained, and a management plan is not available or does not address the significance of the property, the property will be presumed to be significant*. Based on the school district's policy allowing public use of outdoor recreational facilities, the playground portions of the school campus meet the definition of a Section 4(f) resource and are presumed to be significant.

4.2.9 Hollydale Community Center/Park

Hollydale Community Center/Park is located at 1221 Industrial Avenue in the City of South Gate. It is owned by the City and recreational uses at the park include playgrounds, basketball court, and a community center. The park is approximately 2.2 acres and is approximately 10 feet from Alternatives 1, 2, 3, and 4.

Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* On January 29, 2020, Metro contacted the City of South Gate to confirm ownership, operation, and significance of Hollydale Community Center/Park. On February 12, 2020, the City Parks and Recreation Department responded, confirming their jurisdiction and that the park is accessible to the public. Therefore, the park is a Section 4(f)-protected property.

4.2.10 Paramount Park

Paramount Park is located at 14400 Paramount Boulevard in the City of Paramount. The primary public use of the property is for active recreation. It is owned by the City and recreational uses at the park include playgrounds, handball courts (lighted), baseball diamonds (lighted), basketball court (lighted), picnic shelters/barbecues, gymnasium, walking path, restrooms, pool with onsite parking. The park is approximately 15 acres. The approximately 9.9 acres of city-owned parkland is a Section 4(f)-protected resource and separated from Alternatives 1, 2, 3, and 4 by a 110-foot Los Angeles Department of Water and Power (LADWP) right-of-way.

In addition to the City-owned parkland, the City of Paramount leases a 40-foot-wide strip from Metro that is designated for “[p]arking and landscaping for Paramount Park only, and no other uses” (Appendix B). Exhibit E to the lease states that “there is a possibility that the West Santa Ana Branch will be selected as a rail connector with Orange County. If such a decision is made, Metro will probably require the return of the entire right-of-way adjacent to Paramount Park” (License Agreement A000604 [Metro 1993]). Per 23 CFR 774.11(h), the property was reserved in the lease agreement for future transportation use while functioning temporarily to support park use; therefore, the approximately 1.3 acres of property within the Metro lease area is not subject to Section 4(f). Alternatives 1, 2, 3, and 4 will require return of and occupy the Metro lease area.

Separately, the City has an agreement for use of the 110-foot LADWP power right-of-way that is located between the park and the Metro right-of-way. The approximately 3.8-acre LADWP right-of-way is adjacent to Alternatives 1, 2, 3, and 4. While the primary use of the power right-of-way is not as a recreational property, it is included in the area afforded Section 4(f) protection because the specifics of the property agreement are not available.

There is an existing grade-separated pedestrian crossing between the Paramount High School east and west campuses that occupies a portion of the Metro and LADWP rights-of-way.

Paramount Park, inclusive of the LADWP right-of-way, meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area; however, by the lease terms described in License Agreement A000604 (Metro 1993), the separate parcel leased from Metro is not a Section 4(f)-protected property.

4.2.11 Paramount High School

Paramount High School, located at 14429 Downey Avenue in the City of Paramount, is a public high school in the Paramount Unified School District. A TPSS facility for Alternatives 1, 2, 3, and 4 would be located on a portion of the school that does not include recreational uses. The campus provides recreational opportunities including a baseball field, open field, six tennis courts, and a football field and stands that are approximately 50 feet from Alternatives 1, 2, 3, and 4. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 29, 2020, Metro contacted the Paramount Unified School District to confirm ownership, operation, and significance of Paramount Park High School. On February 18, 2020, the district responded, confirming their jurisdiction and that the sports facilities on school grounds are only for school and sanctioned organized after-school city-sponsored youth sports. The Paramount Unified School District does not consider school grounds within its jurisdiction as significant for public park or recreation use. Per Question 1A of the *Section 4(f) Policy Paper*, significance determinations for publicly owned land for park use is made by the official(s) with jurisdiction over the property. Because the Paramount Unified School District, which is the official with jurisdiction over school properties within its district, informed Metro and FTA that the school grounds are not significant for public park or recreation use, the schoolgrounds within the Paramount Unified School District are not Section 4(f) resources and are not evaluated for Section 4(f) use.

4.2.12 Paramount High School West Campus

Paramount Unified Community School, located at 14708 Paramount Boulevard in the City of Paramount, is a public school in the Paramount Unified School District. The school is approximately 500 feet from the Paramount MSF. Students share playfields with Paramount High School, which are accessed by an overcrossing of Metro's Pacific Electric Right-of-Way. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 29, 2020, Metro contacted the Paramount Unified School District to confirm ownership, operation, and significance of Paramount Park High School West Campus. On February 18, 2020, the district responded, confirming their jurisdiction and that the sports facilities on school grounds are only for school and sanctioned organized after-school city-sponsored youth sports. The Paramount Unified School District does not consider school grounds within its jurisdiction as significant for public park or recreation use. Per Question 1A of the *Section 4(f) Policy Paper*, significance determinations for publicly owned land for park use is made by the official(s) with jurisdiction over the property. Because the Paramount Unified School District, which is the official with jurisdiction over school properties within its district, informed Metro and FTA that the school grounds are not significant for public park or recreation use, the schoolgrounds within the Paramount Unified School District are not Section 4(f) resources and are not evaluated for Section 4(f) use.

4.2.13 Paramount Park Middle School

Paramount Park Middle School, located at 14608 Paramount Boulevard in the City of Paramount, is a public school in the Paramount Unified School District. The school is located approximately 500 feet from the Paramount MSF. The school has one recreational playfield on campus, which is approximately 360 feet from the alignment. As described in Section 1.1.1, when a public school playground is open to the public and serves either organized or substantial walk-on recreational purposes that are determined to be significant, it is subject to the requirements of Section 4(f).

On January 29, 2020, Metro contacted the Paramount Unified School District to confirm ownership, operation, and significance of Paramount Park High School West Campus. On February 18, 2020, the district responded, confirming their jurisdiction and that the sports facilities on school grounds are only for school and sanctioned organized after-school city-sponsored youth sports. The Paramount Unified School District does not consider school grounds within its jurisdiction as significant for public park or recreation use. Per Question 1A of the *Section 4(f) Policy Paper*, significance determinations for publicly owned land for park use is made by the official(s) with jurisdiction over the property. Because the Paramount Unified School District, which is the official with jurisdiction over school properties within its district, informed Metro and FTA that the school grounds are not significant for public park or recreation use, the schoolgrounds within the Paramount Unified School District are not Section 4(f) resources and are not evaluated for Section 4(f) use.

4.2.14 Our Lady of the Rosary Elementary School

Our Lady of the Rosary Elementary School is located at 1413 South Paramount Boulevard in the City of Paramount and is adjacent to the Paramount MSF site option. The school property is privately owned; therefore, it does not meet the definition of a Section 4(f) resource and is not evaluated for Section 4(f) use.

4.2.15 Adventist Union School

Adventist Union School is located at 15548 Santa Ana Avenue in the City of Bellflower and is approximately 70 feet from Alternatives 1, 2, 3, and 4. The school property is privately owned; therefore, it does not meet the definition of a Section 4(f) property and is not evaluated for Section 4(f) use.

4.2.16 Ruth R. Caruthers Park

Ruth R. Caruthers Park, located at 10500 East Flora Vista Street in the City of Bellflower, is owned by the City. The primary public use of the property is for active recreation. Park amenities include baseball/softball fields (lighted), batting cages, skate park, game room, picnic areas, wading pool, playgrounds, tennis courts (lighted), basketball court (lighted), volleyball courts (lighted), handball courts (lighted), tetherball courts, fitness center, two-mile fitness course, equestrian path, barbecues. The park includes onsite parking and a 2.5-mile bike trail. The park is approximately 20 acres and is approximately 20 feet from Alternatives 1, 2, 3, and 4 of the alignment. Ruth R. Caruthers Park meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area.

Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its*

primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives. On January 29, 2020, Metro contacted the City of Bellflower to confirm ownership, operation, and significance of Ruth R. Caruthers Park. On February 10, 2020, the City responded, confirming their jurisdiction and the significance of the park. Therefore, the park is considered a Section 4(f)-protected property.

4.2.17 Rosewood Park

Rosewood Park is located at 17715 Eric Avenue in the City of Cerritos. The park is owned by the Artesia Cemetery District and operated by the City. It provides recreational amenities including a basketball court, sand area with playground equipment, picnic shelters, barbecues, multipurpose field, with onsite parking. The park is approximately 3.4 acres and is approximately 30 feet from Alternatives 1, 2, 3, and 4 of the alignment. The City of Cerritos provided the following information about Rosewood Park.

On March 5, 1986, the City of Cerritos entered into a lease agreement with the property owner, the Artesia Cemetery District ("District") [a California Public Cemetery District], to lease a portion of the District's unused property for the benefit of developing a community park for local residents. Under this agreement, two parcels were designated for recreational use with the northern parcel designed to accommodate expansion needs of the adjacent cemetery, and the southern parcel designed as a community park maintained by the City of Cerritos. On March 6, 2011, the City of Cerritos and the Artesia Cemetery District renewed the lease agreement, allowing for an annual renewal provision for a maximum of fifty years.

Rosewood Park meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area. Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* On January 29, 2020, Metro contacted the City of Cerritos to confirm ownership, operation, and significance of Rosewood Park. On February 10, 2020, the City responded, providing information on ownership by the Artesia Cemetery District confirming their jurisdiction as operator of the park and the local recreational significance of the resource. Therefore, the park is a Section 4(f)-protected property.

4.2.18 Artesia Park

Artesia Park is located at 1870 Clarkdale Avenue in the City of Artesia. The park is owned by the City and provides banquet space, baseball/softball diamond, basketball court, meeting rooms, picnic areas, picnic shelters, children's playground, restrooms, soccer field, tennis court, with onsite parking. The park is approximately 14.9 acres and is approximately 130 feet from the alignment for Alternatives 1, 2, 3, and 4. Per Question 1A of the *Section 4(f) Policy Paper*, *[i]f a determination from the official(s) with jurisdiction cannot be obtained, and a*

management plan is not available or does not address the significance of the property, the property will be presumed to be significant. Artesia Park meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area and is presumed to be significant.

4.2.19 Hollywood Sports

On February 10, 2020, the City of Bellflower informed Metro that the City owns the properties at 9108 Somerset Boulevard and 15230 Lakewood Boulevard, which is approximately 20 feet from Alternatives 1, 2, 3, and 4. Both parcels, totaling 28 acres, are owned by the City, were formerly used as a golf course, and are currently leased out to Hollywood Sports as an action sports themed operator. The southern edge of this property is adjacent to Metro’s right-of-way. The property is under consideration for the Bellflower MSF Site Option.

While the *Section 4(f) Policy Paper* does not directly address this type of business, two of the questions have relevant guidance on how to determine when a facility is a significant public park or recreation area in their answers. Per Question 18A of the *Section 4(f) Policy Paper*, *Section 4(f) applies to golf courses that are owned, operated and managed by a public agency for the primary purpose of public recreation and determined to be significant. Section 4(f) does not apply to privately owned and operated golf courses even when they are open to the general public. Golf courses that are owned by a public agency but managed and operated by a private entity may still be subject to Section 4(f) requirements depending on the structure of the agreement.* Separately the Policy Paper states in response to Question 20 that *Section 4(f) is not applicable to publicly-owned fairgrounds that function primarily for commercial purposes (e.g. stock car races, horse racing, county or state fairs), rather than as park or recreation areas.*

In 2000, the City, through the Bellflower Redevelopment Agency, entered into a lease agreement with Hollywood Sports Park LLC to redevelop the leased property to address conditions of blight identified in City Ordinance 768. The agreement permitted Hollywood Sports to construct and operate a “recreation attraction center” “principally devoted to paintball, skateboarding, rock climbing, or such other activities as may be proposed by the Tenant and approved by the Landlord at Landlord’s sole discretion, and a restaurant with nightclub and arcade uses” for a period of 25 years, which may be extended. Hollywood Sports was responsible for obtaining all land use and permitting approvals for the facility. The agreement requires payment to the Bellflower Redevelopment Agency of a fixed amount plus 6 percent of gross receipts. In addition to rent, Hollywood Sports is required to provide a “Bellflower Benefit Plan” to provide use of banquet and recreation facilities to the City a number of times per year and a free day for city residents once per year. At expiration of the lease, Hollywood Sports is required to remove all tenant improvements. Aside from the rent receipt, the City has no other financial interests nor any management responsibility in operation of Hollywood Sports.

Hollywood Sports is a commercial for-profit business operating on land leased from the City of Bellflower. The City does not own, operate, or maintain the business. As stated in the guidance on golf courses, the applicability of Section 4(f) requirements for a recreational resource operated by a private party depends on the structure of the agreement. In the case where the City has contracted a third-party concessionaire to operate a significant publicly owned park or recreation area, then Section 4(f) would apply. The guidance on fairgrounds provides further guidance that if the agreement is primarily for commercial purposes, even if the commercial activity is recreational, then Section 4(f) does not apply.

Additionally, Question 1A of the *Section 4(f) Policy Paper* provides guidance on determining when public land is a Section 4(f)-protected park or recreation area. The guidance states that *the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives. [...] Significance determinations of publicly owned land considered to be a park, recreation area, or wildlife and waterfowl refuge are made by the official(s) with jurisdiction over the property.* As documented in Section 9.2.1, Metro consulted with the City of Bellflower, the official with jurisdiction over the land at 9108 Somerset Boulevard and 15230 Lakewood Boulevard. The City confirmed that Hollywood Sports operates as a commercial business and that the property is not designated as significant park or recreation areas, nor is Hollywood Sports designated as having an important role in meeting the park and recreation objectives of the City.

The current use of the property is for commercial recreational activity and the underlying ownership of the leased land is the City of Bellflower. Hollywood Sports is a privately operated commercial facility. The official with jurisdiction has determined that the function of the property does not play an important role in meeting the park and recreation area objectives of the City. As such, it is not a significant public park or recreation area and is not evaluated for Section 4(f) use.

4.2.20 Flora Vista Dog Park

On February 10, 2020, the City of Bellflower identified the City-owned Flora Vista Dog Park at 9203 Flora Vista Street, which is approximately 30 feet from Alternatives 1, 2, 3, and 4, in a letter to Metro. The park is a fenced area for off-leash dog recreation. The property is a park use and designated as a “local” resource by the City. The southern end of the park lies adjacent to Metro’s right-of-way. The park is approximately 0.6 acre and is adjacent to the Bellflower MSF Site Option. Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* The Flora Vista Dog Park meets the definition of a Section 4(f) resource as it is a publicly owned park or recreation area and has been confirmed as significant.

4.2.21 Pacific Electric Depot Building

On February 10, 2020, the City of Bellflower provided Metro information about their lease, maintenance, and operation of the historic Pacific Electric Depot building and restroom building at 16336 Bellflower Boulevard, which is approximately 20 feet from Alternatives 1, 2, 3, and 4. Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency.* The city indicated that the building is important for its historic value to the community. The building is used for storage and provides a public restroom and is not designated for park or recreational use. Therefore, the building is protected under Section 4(f) and addressed as a historic property in Section 4.1.40 of this report but is not separately a significant park or recreation area.

4.2.22 Mayne Events Center and the LA County Fire Museum

On February 10, 2020, the City of Bellflower informed Metro that the City owns and operates the Mayne Events Center and the LA County Fire Museum at 16400 Bellflower Boulevard, which are approximately 50 feet from Alternatives 1, 2, 3, and 4. The properties consist of a catering event space and an indoor fire museum. These facilities fall under Question 19 of the *Section 4(f) Policy Paper* (USDOT 2012), *Does Section 4(f) apply to museums, aquariums and zoos?* The guidance states:

Publicly owned museums, aquariums, and zoos are not normally considered parks, recreational areas, or wildlife and waterfowl refuges and are therefore not subject to Section 4(f), unless they are significant historic sites.

Based on the *Section 4(f) Policy Paper* (USDOT 2012), the Mayne Events Center and the LA County Fire Museum do not meet the definition of a Section 4(f) resource and are not evaluated for Section 4(f) use.

4.2.23 Los Angeles River Bike Path

Los Angeles River Bike Path is a Class I bike path and is the LA River's longest contiguous bikeway extending approximately 20 miles from the railyards in the City of Vernon to the Shoreline Pedestrian Bike path in the City of Long Beach. The LA River Bike Path runs on the east side of the river channel in the City of Long Beach and crosses the LA River on a road bridge. Once it intersects Imperial Highway, the bike path continues north along the west side of the LA River to the City of Vernon. The bike path on the east side continues under the bridge to the confluence of the Rio Hondo River and LA River in the City of South Gate, which becomes the Rio Hondo Bike Path. The Rio Hondo Bike Path continues to downtown Long Beach and ends by the Pacific Ocean. The LA River Bike Path would cross under Alternatives 1, 2, and 3. As described in Section 1.1.2, Section 4(f) applies to publicly owned, shared use paths or trails (or portions thereof) designated or functioning primarily for recreation, unless the official(s) with jurisdiction determines that it is not significant for such purpose.

Per Question 1A of the *Section 4(f) Policy Paper*, *[p]ublicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. [...] In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.* On January 29, 2020, Metro contacted the Los Angeles County Department of Public Works to confirm ownership, operation, and significance of the Los Angeles River Bike Path. On February 27, 2020, the County responded, confirming their jurisdiction and the local recreational significance of the bike path and provided information on future planned extensions. Therefore, the Los Angeles River Bike Path is a Section 4(f)-protected property.

4.2.24 Rio Hondo Bike Path

The Rio Hondo Bike Path is a Class I bike path (separated right-of-way for the exclusive use of bicycles and pedestrians) paralleling Rio Hondo Creek through the San Gabriel Valley in eastern LA County. The bike path extends from the Peck Road Water Conservation Park in the southern Monrovia area to the LA River in the City of South Gate. The bike path heads southbound

through the Whittier Narrows Recreation Area and continues south until it joins the LA River Bike Path at the confluence of the Rio Hondo and Los Angeles River. The Rio Hondo Bike Path would cross under Alternatives 1, 2, and 3 as the alignment crosses the Rio Hondo River. As described in Section 1.1.2, Section 4(f) applies to publicly owned, shared use paths or trails (or portions thereof) designated or functioning primarily for recreation, unless the official(s) with jurisdiction determines that it is not significant for such purpose.

On January 29, 2020, Metro contacted the Los Angeles County Department of Public Works to confirm ownership, operation, and significance of the Rio Hondo Bike Path. On February 27, 2020, the County responded, confirming their jurisdiction and the local recreational significance of the bike path. Therefore, the Rio Hondo Bike Path is a Section 4(f)-protected property.

4.2.25 Bellflower Bike Trail

Bellflower Bike Trail is a Class I bike path approximately 2.7 miles long and extends from Somerset Boulevard and Hayter Avenue in the City of Paramount to the San Gabriel River Trail at Ruth R. Caruthers Park in the City of Bellflower, just north of the SR-91. The Bellflower Bike Trail is located entirely within the Metro-owned ROW and parallels the Build Alternatives between Somerset Boulevard to just north of the SR-91. The bike trail was developed by the City of Bellflower under a License Agreement executed December 28, 2006, and revised June 13, 2007, between Metro and the City of Bellflower. The License Agreement authorizes the construction, maintenance, and use of the bikeway as a subordinate right to Metro's right to construct, reconstruct, maintain, and use existing and future rail tracks, facilities, and appurtenances along the property.

On January 29, 2020, Metro contacted the City of Bellflower to confirm ownership, operation, and significance of the Bellflower Bike Trail, including confirming the City's understanding that the trail exists subordinate to Metro's need for the property. On February 10, 2020, the City responded, confirming the information in this section. Per Question 27 of the *Section 4(f) Policy Paper*, *[i]n situations where land owned by [...an] applicant and designated for future transportation purposes [...] is temporarily occupied or being used for either authorized or unauthorized recreational purposes [...], Section 4(f) does not apply (See 23 CFR 774.11(h))*. Because the property is currently in Metro ownership and the agreement reserved the property for rail development, the land is not subject to Section 4(f) protection and is not evaluated for Section 4(f) use.

4.2.26 San Gabriel River Mid-Trail

San Gabriel River Mid-Trail is approximately 28 miles long and follows the San Gabriel River through El Dorado Regional Park where it transitions onto street bike trails near the Alamitos Bay Marina in LA County. The mid-section of the bike trail between the cities of Cerritos and Lakewood is approximately 12 miles extending from the Whittier Narrows Dam Recreation Area to South Street. The trail would cross under Build Alternatives 1, 2, 3, and 4 as the alignment would cross over the San Gabriel River. As described in Section 1.1.2, Section 4(f) applies to publicly owned, shared use paths or trails (or portions thereof) designated or functioning primarily for recreation, unless the official(s) with jurisdiction determines that it is not significant for such purpose.

On January 29, 2020, Metro contacted the Los Angeles County Department of Public Works to confirm ownership, operation, and significance of the San Gabriel River Mid-Trail. On February 27, 2020, the County responded, confirming their jurisdiction and the local

recreational significance of the bike path. Therefore, the San Gabriel River Mid-Trail is a Section 4(f)-protected property.

4.2.27 Paramount Bike Path

The City of Paramount is developing a bike path between Lakewood Boulevard and Rosecrans Avenue. The trail between Lakewood Boulevard and Somerset Boulevard is governed by a License Agreement executed December 26, 2012, between Metro and the City of Paramount for development of a bikeway and pedestrian path. The License Agreement grants non-exclusive rights for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the bikeway and related appurtenances as a subordinate right to Metro's right to construct, reconstruct, maintain, and use existing and future rail tracks, facilities, and appurtenances along the property. The section of the bike path between Lakewood Boulevard and Somerset Boulevard is complete. Because the property is currently in Metro ownership and the agreement reserved the property for rail development, the land is not subject to Section 4(f) protection.

Metro has coordinated with the City of Paramount, including participation in meetings on January 8, March 25, and August 12, 2019, to develop the remaining phase of the bike path consistent with development of the West Santa Ana Branch Transit Corridor. Coordinated (joint) development is addressed in Question 24 of the *Section 4(f) Policy Paper* (USDOT 2012), *When a public park, recreation area, or wildlife and waterfowl refuge is established and an area within the Section 4(f) property is reserved for transportation use prior to or at the same time the Section 4(f) property was established, do the requirements of Section 4(f) apply?* The guidance includes:

Generally, the requirements of Section 4(f) do not apply to the subsequent use of the reserved area for its intended transportation purpose. This is because the land used for the transportation project was reserved from and, therefore, has never been part of the protected Section 4(f) property. Nor is a constructive use of the Section 4(f) property possible, since it was jointly planned with the transportation project.

Because the development is proceeding in coordinated fashion to preserve the corridor for future rail development, the land on which future bike path construction will occur is not subject to Section 4(f) protection and is not evaluated for Section 4(f) use.

4.2.28 Urban Orchard Park (Planned)

The City of South Gate is undertaking development of Urban Orchard Park as a passive recreational park near the Los Angeles River. The City of South Gate's most recent update to its Parks and Recreation Master Plan (City of South Gate 2018) acknowledges that the City is conducting planning activities for an Urban Orchard project but does not include the project in the master plan. The city has received a development grant for development of a 7-acre parcel located at 9475 West Frontage Road, which it has identified as Phase 1 of a multi-phase Urban Orchard Park. In 2019 the City completed a draft NEPA Environmental Assessment (City of South Gate 2019) to access funds from the Land and Water Conservation Fund (LWCF) for Phase 1, the Urban Orchard Demonstration Project. Phase 1 is located approximately 2,000 feet north of the alignment for Alternatives 1, 2, and 3 (Figure 4-2d). On September 8, 2020, the City of South Gate City Council approved a bill placing deed restrictions on the 7-acre parcel to allow them to access the LWCF grant funds.

The draft NEPA Environmental Assessment also identified future Phases 2 and 3 for an additional 23 acres that would be developed at an undefined future time after completion of

Phase 1. Current landowners of property identified within the boundary of Phases 2 and 3 include the Los Angeles County Flood Control District, Metropolitan Water District, Southern California Edison, LADWP, and the City of South Gate (City of South Gate 2019). Only a portion of the land identified for future phases is currently in City of South Gate ownership, with the remainder in a combination of public and private ownership. For the publicly owned lands within the identified boundary, aside from the City of South Park, none of the current public landowners have identified their holdings for future recreational use. The City has not published a final Environmental Assessment and no NEPA final action has been undertaken on the Urban Orchard project.

In Metro's January 2020 consultation with the City of South Gate Parks and Recreation Department (Section 9.2.6), the City did not identify any concerns for Urban Orchard Park in relation to the West Santa Ana Branch Transit Corridor Project.

Question 25 of the *Section 4(f) Policy Paper* (USDOT 2012) addresses planned Section 4(f) properties, *Do the requirements of Section 4(f) apply to publicly owned properties planned for park, recreation area, or wildlife refuge and waterfowl refuge purposes, even though they are not presently functioning as such?* The guidance states:

Section 4(f) applies when the land is one of the enumerated types of publicly owned lands and the public agency that owns the property has formally designated and determined it to be significant for park, recreation area, or wildlife and waterfowl refuge purposes. Evidence of formal designation would be the inclusion of the publicly owned land, and its function as a Section 4(f) property into a city or county Master Plan. A mere expression of interest or desire is not sufficient. For example, when privately held properties of these types are formally designated into a Master Plan for future park development, Section 4(f) is not applicable. The key is whether the planned facility is presently publicly owned, presently formally-designated for Section 4(f) purposes, and presently significant.

While Urban Orchard Park is not included in South Gate's Parks and Recreation Master Plan, the City Council has taken land use action on Phase 1 of Urban Orchard Park, indicating formal commitment to that phase. The remaining phases identified in the draft NEPA Environmental Assessment (City of South Gate 2019) are not subject to an equal level of commitment, as the properties remain in an assortment of public and private ownership and no plan for acquisition or schedule for their development has been established. The record of commitment for Phases 2 and 3 constitutes an expression of interest for the future phases. Based on the *Section 4(f) Policy Paper* guidance and the City of South Gate's documentation, Phase 1 of Urban Orchard Park is subject to Section 4(f) protection as a formally designated planned park; however, the future phases are not currently subject to Section 4(f) and are not evaluated for Section 4(f) use, as they are not formally designated in a master plan or equivalent official document.

4.3 Publicly Owned Wildlife and Waterfowl Refuges

No wildlife and waterfowl refuges were identified within the Affected Area.

5 EVALUATION OF SECTION 4(f) USE

5.1 Summary of Section 4(f) Evaluation

Table 5.1 summarizes the Section 4(f) evaluation for historic sites and Table 5.2 summarizes the Section 4(f) evaluation for park and recreational areas identified within the Affected Area of the Build Alternatives. These resources include both historic properties and publicly owned parkland and recreational facilities that are open to the public. Bicycle trails that meet the Section 4(f) definition per the *Section 4(f) Policy Paper* (USDOT 2012) are also included. The analysis of Section 4(f) use of historic sites is based on preliminary Section 106 effect determinations documented in the *West Santa Ana Branch Transit Corridor Project Revised Preliminary Cultural Resources Effects Report* (Metro 2021d). The California SHPO is the official with jurisdiction over historic sites, and consultation with the California SHPO is ongoing, as described in Section 9.1. The analysis identifies the alternative(s) and maintenance and storage facilities that could affect each of the properties. There would be no differences amongst the design options. The remainder of this section describes the evaluation of use for each Section 4(f) property identified in the Affected Area.

Table 5.1. Summary of Evaluation of Section 4(f) Historic Sites Identified within the Affected Area

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Los Angeles Union Station 750-800 North Alameda St, Los Angeles	NRHP-listed historic property under Criteria A and C	Alternative 1 and Design Option 1 (MWD)	Permanent underground easement, minor features in non-contributing area of the historic district, and vibration monitors on property during construction ²	No Adverse Effect	<i>de minimis</i> impact
Los Angeles Terminal Annex Post Office 900 North Alameda St, Los Angeles	NRHP-listed historic property under Criterion C	Alternative 1	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Los Angeles Union Terminal District and	NRHP-listed historic district under Criteria A	Alternative 1	Vibration monitors on property during construction	No Adverse Effect	Temporary occupancy exception

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Buildings 777 South Alameda St and 1213 East 7th St, Los Angeles	and C Includes 7 contributing buildings	Alternative 2	Permanent underground easement, minor features in non-contributing area of the district and vibration monitors on property during construction ^{1,2}	No Adverse Effect	
1608 East 15th St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Permanent aerial easement above non-contributing area of property and vibration monitors on property during construction ³	No Adverse Effect	Temporary occupancy exception
Angel City Brewery/John A. Roebing's Sons Company 216 South Alameda St, Los Angeles	NRHP-eligible historic property under Criteria B and C	Alternative 1	Vibration monitors on property during construction	No Historic Properties Affected ⁴	Temporary occupancy exception
500 South Alameda St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 1	Vibration monitors on property during construction	No Historic Properties Affected ⁴	Temporary occupancy exception
542 South Alameda St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 1	Vibration monitors on property during construction	No Historic Properties Affected ⁴	Temporary occupancy exception
1250 Long Beach Ave, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Vibration monitors on property during construction; portion of Long Beach Ave permanently closed for construction of portal and construction laydown area	No Adverse Effect	Temporary occupancy exception
1753 East Olympic Blvd, Los Angeles	NRHP-eligible historic district under Criterion C	Alternatives 1 and 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Air Raid Siren No. 189 McGarry St and East 8th St, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 1 and 2	No effect on object.	No Historic Properties Affected ⁴	No use
Hamburger's Department Store 801 South Bdw, Los Angeles	NRHP-eligible historic property and contributing to Broadway Theater and Commercial Historic District under Criteria A and C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Charles C. Chapman Building 756 South Bdw, Los Angeles	NRHP-eligible historic property under Criterion C and contributing to Broadway Theater and Commercial Historic District	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Tower Theater 800 South Bdw, Los Angeles	NRHP-eligible historic property and contributing to Broadway Theater and Commercial Historic District under Criteria A and C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Garfield Building 403 East 8th St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Barker Brothers Furniture Store 800 West 7th St, Los Angeles	NRHP-eligible historic property under Criterion C and contributing to Commercial Street Historic District	Alternative 2	Permanent underground easement, pedestrian tunnel in basement of building, and vibration monitors on property during construction	No Adverse Effect	<i>de minimis</i> impact

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Union Bank and Trust Company Building 760 South Hill St, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Garment Capitol Building 217 East 8th St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and monitoring during construction ¹	No Adverse Effect	Temporary occupancy exception
Textile Center Building 315 East 8th St, Los Angeles	NRHP-eligible historic property under Criteria B and C	Alternative 2	Vibration monitors on property during construction	No Historic Properties Affected ⁴	Temporary occupancy exception
Santee Public Garage 840 South Santee St, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	No permanent incorporation of land or temporary occupancy; proposed laydown yard immediately adjacent to property	No Adverse Effect	No use
Southern California Gas Complex 810-830 South Flower St, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Monitoring during construction; station entrance directly across the street from property	No Adverse Effect	Temporary occupancy exception
Great Republic Life Building 756 South Spring St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
801 South Spring St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
National City Bank Building 810 South Spring St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
General Petroleum Corporation Parking Garage 757 South Flower St, Los Angeles	NRHP-eligible historic property under Criteria A and C	Alternative 2	Vibration monitors on property during construction; two station entrances directly adjacent to property	No Adverse Effect	Temporary occupancy exception
The Olympic Theater 313 West 8th St, Los Angeles	NRHP-eligible historic property under Criterion A	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
Commercial Exchange Building 416 West 8th Street, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	Permanent underground easement and vibration monitors on property during construction ¹	No Adverse Effect	Temporary occupancy exception
The Walter Building and Dairy Supply Building 508 East 8th St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternative 2	No permanent incorporation of land or temporary occupancy	No Historic Properties Affected ⁴	No use
Air Raid Siren No. 5 West 8th St and Hope St, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	No effect on object	No Historic Properties Affected ⁴	No use
Air Raid Siren No. 10 South Los Angeles and West 8th St, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	No adverse effect on object	No Adverse Effect	No use
Air Raid Siren No. 65 Wilde St and Central Ave, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternative 2	No effect on object	No Historic Properties Affected ⁴	No use

5 Evaluation of Section 4(f) Use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Air Raid Siren No. 70 East 24th St and Long Beach Ave, Los Angeles	NRHP-eligible historic object under Criteria A and C	Alternatives 1 and 2	No effect on object	No Adverse Effect	No use
Pueblo del Rio Public Housing Complex Historic District	NRHP-eligible historic district under Criteria A and C	Alternatives 1 and 2	No permanent incorporation of land or temporary occupancy; permanent visual elements introduced within right-of-way ²	No Adverse Effect	No use
1600 Compton Ave, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	No permanent incorporation of land or temporary occupancy; alignment on aerial viaduct parallel to existing Metro A (Blue) Line	No Adverse Effect	No use
Mack International Motor Truck Corporation 2001 South Alameda St, Los Angeles	NRHP-eligible historic property under Criterion C	Alternatives 1 and 2	Vibration monitors on property during construction; alignment on aerial viaduct parallel to existing Metro A (Blue) Line	No Adverse Effect	Temporary occupancy exception
Randolph Substation Randolph St, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Vibration monitors on property during construction; alignment on aerial viaduct parallel to existing UPRR-owned La Habra Branch right-of-way	No Adverse Effect	Temporary occupancy exception
Southern California Edison Long Beach-Laguna Bell 60kV and 220 kV Transmission Lines	NRHP-eligible historic structure under Criteria A and C	Alternatives 1, 2, and 3	No adverse effect on object	No Adverse Effect	No use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Los Angeles Department of Water and Power Boulder Lines 1 and 2	NRHP-eligible historic structure under Criteria A and C	Alternatives 1, 2, and 3	No adverse effect on object	No Adverse Effect	No use
Rancho Los Amigos Medical Center Historic District 7601 East Imperial Highway, Downey	NRHP-eligible historic district under Criteria A and C	Alternatives 1, 2, and 3	TPSS and construction laydown within non-contributing area of district ²	No Adverse Effect	No use
I-105/Century Freeway-Transitway Historic District	NRHP-eligible historic district under Criteria A and C	Alternatives 1, 2, 3, and 4	Replacement of 3 bridges within district; no adverse effect on features, activities, or attributes that contribute to its NRHP eligibility	No Adverse Effect	<i>de minimis</i> impact
Bellflower Pacific Electric Railway Depot 16336 Bellflower Blvd, Bellflower	NRHP-eligible historic property under Criteria A and C	Alternatives 1, 2, 3, and 4	No permanent incorporation of land or temporary occupancy; Bellflower Station to the west of the depot	No Adverse Effect	No use
10040 Flora Vista St, Bellflower	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, 3, and 4	No permanent incorporation of land or temporary occupancy; alignment slightly above grade, transitioning into an aerial viaduct	No Adverse Effect	No use
Union Pacific Los Angeles River Rail Bridge, South Gate	NRHP-eligible historic structure under Criterion C	Alternatives 1, 2, and 3	No permanent incorporation of land or temporary occupancy; new railroad bridge constructed to the north of existing structure	No Adverse Effect	No use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Our Lady of the Rosary Church 14813-14819 Paramount Blvd, Paramount	NRHP-eligible historic property under Criterion C	Paramount MSF Option	No permanent incorporation of land or temporary occupancy; MSF approximately one-third mile north of property	No Adverse Effect	No use
6000 Alameda St, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Minor acquisition	No Adverse Effect	<i>de minimis</i> impact
6101 Santa Fe Ave, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	Minor acquisition	No Adverse Effect	<i>de minimis</i> impact
2860 Randolph St, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	No permanent incorporation of land or temporary occupancy; alignment at-grade in existing La Habra Branch right-of-way in median of Randolph Street	No Adverse Effect	No use
6300-6302 State St, Huntington Park	NRHP-eligible historic property under Criterion C	Alternatives 1, 2, and 3	No permanent incorporation of land or temporary occupancy; alignment at-grade in existing La Habra Branch right-of-way in median of Randolph Street	No Adverse Effect	No use
Downtown Los Angeles Industrial Historic District	NRHP-eligible historic district	Alternative 1	Permanent underground easement, minor features in non-contributing area of the district, and vibration monitors on property during construction ^{1,2}	No Adverse Effect	Temporary occupancy exception

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 106 Finding	Preliminary Section 4(f) Finding
Broadway Theater and Commercial Historic District	NRHP-listed historic district	Alternative 2	Permanent underground easement, minor features in non-contributing area of the district, and monitoring vibration during construction ^{1,2}	No Adverse Effect	Temporary occupancy exception
Seventh Street Commercial Historic District	NRHP-eligible historic district	Alternative 2	Permanent underground easement, pedestrian tunnel in basement of contributing building, and vibration monitors on property during construction	No Adverse Effect	<i>de minimis</i> impact

Source: WSP 2020

Notes: ¹Per Question 28A of the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling if certain conditions are met. The findings summarized in this table show the analysis consistent with the Section 4(f) Policy Paper. In the case that the underground easement was considered an incorporation of land, the Project would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect to the historic property. The underground easement would have a *de minimis* impact under Section 4(f) as indicated by the preliminary Section 106 determination of no adverse effect.

²Per Question 7C of the *Section 4(f) Policy Paper*, when a project requires land from a non-historic or non-contributing property within a historic district and does not use other land within the historic district that is contributing to its historic significance, there is no direct use of the historic district for purposes of Section 4(f).

³Per Question 28B of the *Section 4(f) Policy Paper*, Section 4(f) would not apply to a bridge spanning over a Section 4(f) property if certain conditions are met.

⁴No historic property affected includes conditions where there are no historic properties present, or if there are historic properties present, the undertaking would have no effect upon them as defined under 36 CFR § 800.4.

kV = kilovolt; MSF = maintenance and storage facility; MWD = Metropolitan Water District; NRHP = National Register of Historic Places

Table 5.2. Summary of Evaluation of Section 4(f) Park and Recreational Areas Identified within the Affected Area

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 4(f) Finding
Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park)	Open area with plaza, community gathering space, gazebo, benches, areas for vending kiosks, and historic monument.	Alternative 1	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Fred Roberts Recreation Center 4700 South Honduras St, Los Angeles	Barbecue pits, basketball courts, children play area, community room, picnic tables, volleyball courts, kitchen, outdoor fitness equipment, synthetic soccer field with onsite parking.	Alternatives 1 and 2	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Lillian Street Elementary School 5909 Lillian St Los Angeles	Playground, asphalt play areas include track, tennis court, four-square, basketball and other ball courts, and miscellaneous play space.	Alternatives 1, 2, and 3	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
San Antonio Elementary School 6222 State St Huntington Park	Asphalt play areas include track, tennis court, basketball and other ball courts, and miscellaneous play space.	Alternatives 1, 2, and 3	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 4(f) Finding
Salt Lake Park 3401 East Florence Ave, Huntington Park	Recreation center, gymnasium, grass soccer field, synthetic grass soccer field, baseball diamonds, batting cages, skate park, tennis courts, weight room, picnic areas, barbecues, children's playgrounds, concession stand, and meetings rooms.	Alternatives 1, 2, and 3	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Legacy High School Complex 5225 Tweedy Boulevard, South Gate	1 baseball field, 1 open field, 4 tennis courts.	Alternatives 1, 2, and 3	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Hollydale Community Center/Park 12221 Industrial Ave, South Gate	Basketball court, community center, playground. No onsite parking.	Alternatives 1, 2, 3, and 4	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Paramount Park 14400 Paramount Blvd, Paramount	Playgrounds, handball courts, baseball diamonds, basketball court, picnic shelters/ barbecues, gymnasium, walking path, restrooms, pool with onsite parking.	Alternatives 1, 2, 3, and 4	Acquisition of approximately 7,300 square feet of LADWP right-of-way that functions as part of Paramount Park; protected activities, features, or attributes are not adversely affected	<i>de minimis</i> impact

5 Evaluation of Section 4(f) Use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 4(f) Finding
Ruth R. Caruthers Park 10500 East Flora Visa St, Bellflower	Baseball/softball fields, batting cages, skate park, game room, picnic areas, wading pool, playgrounds, tennis courts, basketball court, volleyball courts, handball courts, tetherball courts, fitness center, two-mile fitness course, equestrian path, barbecues. Park includes onsite parking and 2.5-mile bike trail.	Alternatives 1, 2, 3, and 4	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Rosewood Park 17715 Eric Ave, Cerritos	Basketball court, sand area with playground equipment, picnic shelters, barbecues, multipurpose field, with onsite parking.	Alternatives 1, 2, 3, and 4	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Artesia Park 1870 Clarkdale Ave, Artesia	Banquet space, baseball/softball diamond, basketball court, meeting rooms, picnic areas, picnic shelters, children's playground, restrooms, soccer field, tennis court, with onsite parking.	Alternatives 1, 2, 3, and 4	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use
Flora Vista Dog Park 9203 Flora Vista St	Off-leash dog exercise.	Alternatives 1, 2, 3, and 4 Bellflower MSF Option	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use

Property	Section 4(f) Protected Activities, Features, or Attributes	Applicable to Alternative(s)	Description of Effect	Preliminary Section 4(f) Finding
Los Angeles River Bike Path	Bicycling, skating, skateboarding, and similar active recreation.	Alternatives 1, 2, and 3	Short-duration detour during construction ¹	Temporary occupancy exception
Rio Hondo Bike Path	Bicycling, skating, skateboarding, and similar active recreation.	Alternatives 1, 2, and 3	Short-duration detour during construction ¹	Temporary occupancy exception
San Gabriel River Mid-Trail	Bicycling, skating, skateboarding, and similar active recreation.	Alternatives 1, 2, 3, and 4	Short-duration detour during construction ¹	Temporary occupancy exception
Urban Orchard Park (Planned)	Planned passive recreation park.	Alternatives 1, 2, and 3	No permanent incorporation of land, temporary occupancy, or substantial impairment of qualifying protected activities, features, or attributes (no constructive use)	No use

Source: WSP 2020

Notes: ¹As detailed in Section 5.3, short-duration detours during construction would meet the conditions for a temporary occupancy exception established in 23 CFR 774.13.

LADWP = Los Angeles Department of Water and Power; MSF = maintenance and storage facility

5.2 Historic Sites

5.2.1 Los Angeles Union Station

5.2.1.1 Permanent Incorporation

Alternative 1 would begin at a proposed underground station at LAUS, beneath the Forecourt (Figure 5-1). The Los Angeles Union Station Forecourt Station entrance would be in Parking Lot B south of the Mozaic Apartments and approximately 65 feet west of LAUS and within the boundary of the historic property. The proposed station entrance would consist of stairs, an elevator and escalators below grade, a portal entrance sheltered by a canopy structure, and an elevator entrance above grade. A subterranean pedestrian tunnel would connect the station entrance to the existing B/D (Red/Purple) Line station mezzanine. A second entrance would be provided through the pedestrian tunnel. Parking Lot B would serve as a potential laydown area. Construction of the station would require the installation of ventilation grating to the north of the station entrance near the main terminal building; the ventilation grating would be flush with the existing paved surfaces on the property. Alternative 1 would incorporate approximately 105,000 square feet of underground area below the historic property near the Forecourt and approximately 4,100 square feet of surface area currently used as a parking lot near the Forecourt.

While demolition would occur at the surface to accommodate construction of the station portal and elevator entrances, no character-defining features would be demolished as part of this process. Features introduced to the property as part of the portal and elevator entrance would be consistent with the existing and historic use and function of the property. The LAUS Forecourt Station entrance would not obstruct the character-defining view shed between the main terminal building and El Pueblo de Los Angeles Historical Monument.

Design Option 1 of Alternative 1 would include the construction of the station box east of LAUS, below the baggage area parking facility. Crossovers would be located on the north and south ends of the station box, with tail tracks extending approximately 1,200 feet north of the station box. The station entrance would be moved from the front of LAUS to the rear of the property. Excavations associated with the construction of the station box and rail tunnel would extend down 130 feet below the current ground surface. The only surface features within the historic property with Design Option 1 would be ventilation grating installed flush with the existing paved surfaces. Design Option 1 of Alternative 1 would incorporate approximately 73,000 square feet of underground area below the historic property near the Metropolitan Water District building and approximately 2,300 square feet of surface area for flush ventilation grating near the building.

Under Section 106, the FTA has preliminarily determined that the Project would not diminish the integrity of the property's location, design, setting, materials, workmanship, feeling and association; therefore, the Project would have no adverse effect on this historic Section 4(f) property. Therefore, Alternative 1 and Design Option 1 of Alternative 1 would not impair the features or attributes that contribute to the NRHP eligibility of the historic Section 4(f) property. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 1 and Design Option 1 of Alternative 1 would have a *de minimis* impact on LAUS.

Figure 5-1. Los Angeles Union Station



Source: Metro 2020a, WSP 2020

5.2.1.2 Temporary Occupancy

Construction activities associated with the Los Angeles Union Station Forecourt include the construction of the underground station and entrances. Parking Lot B would serve as a potential laydown area for Alternative 1. Construction of the underground station would require a partial underground easement, and TCEs for Parking Lot B. During construction, equipment and activities would be visible from the district. The temporary impact that would occur during the construction phase was included in FTA's preliminary no adverse effect determination under Section 106 and consultation with the California SHPO. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 1 and Design Option 1 of Alternative 1 would have a *de minimis* impact on LAUS.

5.2.1.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation for the Project further determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.1.4 Section 4(f) Evaluation Summary

Based on the discussion above, Alternative 1 or Design Option 1 of Alternative 1 would result in permanent incorporation and temporary occupancy within portions of the LAUS. However, the Section 4(f) use of this historic site would not adversely affect the features, activities, or attributes that contribute to its NRHP eligibility. Under Section 106, the alternatives would have no adverse effect to historic properties. In consideration of the preliminary Section 106 findings, FTA has preliminarily determined that Alternative 1 or Design Option 1 of Alternative 1 would have a *de minimis* impact on LAUS for permanent incorporation and temporary occupancy. The Section 106 findings are pending the completion of Section 106 consultation and concurrence from the California SHPO. Alternatives 2, 3, and 4 would have no Section 4(f) use of LAUS because these alternatives are not located in close proximity to the resource and there is no permanent incorporation of land.

5.2.2 Los Angeles Terminal Annex Post Office

5.2.2.1 Permanent Incorporation

The Los Angeles Terminal Annex Post Office is located north of Los Angeles Union Station (Figure 4-1a). Alternative 1 would require a permanent, partial, underground easement below the Section 4(f) property for the construction and operation of the rail tunnel. Because the

Project would be below ground in its vicinity, there would be no visual effects to this historic property and no alteration of the features of the historic property. The *West Santa Ana Branch Transit Corridor Project Final Noise and Vibration Impact Analysis Report* (Metro 2021b) indicates no potential noise or vibration effects to this historic property are associated with the construction or operation of Alternative 1.

The Section 106 evaluation for the Project determined that there would be no adverse effect on the Los Angeles Terminal Annex Post Office. Alternative 1 would require approximately 92,400 square feet of permanent underground easement from the Los Angeles Terminal Annex Post Office. As described in Section 1.2.5, Question 28A of the *Section 4(f) Policy Paper* (USDOT 2012) provides an exception to Section 4(f) for tunneling. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 1 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the historic property containing the Los Angeles Terminal Annex Post Office.

In the case that the underground easement were considered an incorporation of land, Alternative 1 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.2.2 Temporary Occupancy Exception

The Project would require a temporary easement to accommodate placement of vibration monitors. During construction, vibration monitors would be placed on the historic site at the elevation of the Los Angeles Terminal Annex Post Office closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the property would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic property. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the Section 4(f) property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Los Angeles Terminal Annex Post Office.

5.2.2.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The Section 106 evaluation for the Project determined that there would be no adverse effect on the Los Angeles Terminal Annex Post Office. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.2.4 Section 4(f) Evaluation Summary

Based on the discussion above, Alternative 1 would result in subsurface right-of-way acquisition within portions of the Los Angeles Terminal Annex Post Office property. The Section 4(f) use of this historic site would not adversely affect the activities, features, or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Los Angeles Terminal Annex Post Office. Alternatives 2, 3, and 4 would have no Section 4(f) use of the Los Angeles Terminal Annex Post Office because these alternatives are not located in close proximity to the resource.

5.2.3 Los Angeles Union Terminal District and Buildings

5.2.3.1 Permanent Incorporation

Los Angeles Union Terminal District and Buildings is within the Section 106 APE for Alternative 1 and 2 (Figure 5-2). Alternative 1 does not physically affect the property. Alternative 2 would require approximately 2,500 square feet of permanent, partial, underground easement for the construction and operation of the rail tunnel. Alternative 2 would also require approximately 3,300 square feet of partial acquisition for the proposed southern underground station access for the Arts/Industrial District Station. The entrance would be located at the eastern end of the historic district, within an existing parking lot that is within the boundary of the district. Construction of the station would require the installation of ventilation grating on the property; ventilation grating would be flush with existing paved surfaces on the property. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. Question 7C provides guidance through the question, *How is Section 4(f) use determined in historic districts?* The answer includes:

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]'s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f).

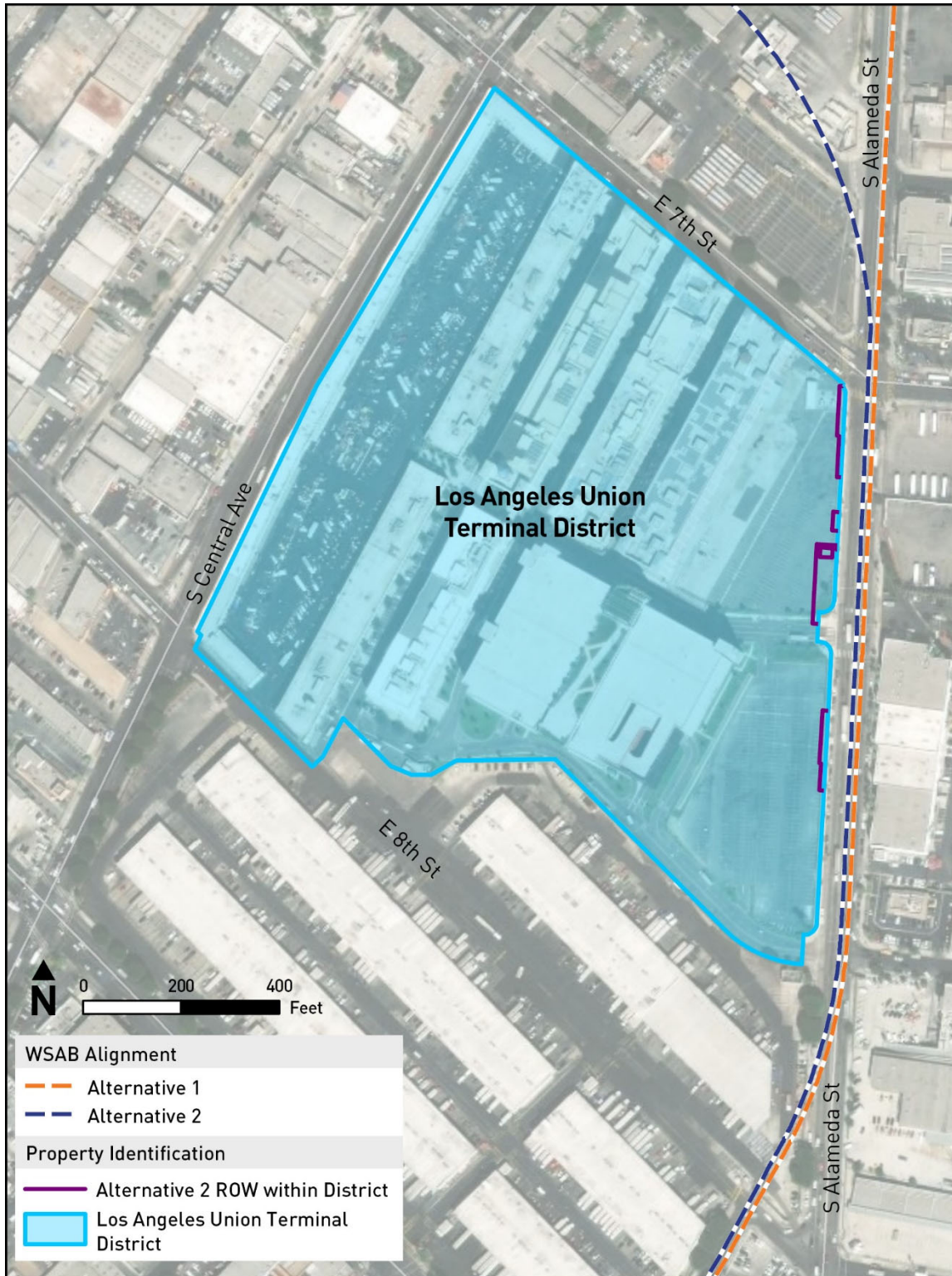
Because Alternative 1 would not alter any of the characteristics of the Los Angeles Union Terminal District that qualify it for inclusion in the NRHP in a manner that would diminish the integrity of its location, design, setting, materials, workmanship, feeling and association, FTA has preliminarily found under Section 106 that Alternative 1 would have no adverse effect on any of the individual buildings within the historic property or the Los Angeles Union Terminal District as a whole.

Alternative 2 would have no direct physical effects to the Los Angeles Union Terminal District contributing buildings. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not adversely affect the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under non-contributing elements of the historic district.

The station entrance for Alternative 2 would be located at the eastern edge of the historic property, within an existing parking lot in a non-contributing portion of the district. While the addition of the station entrance would introduce new features to the existing setting of the property, the new features would be consistent with the existing setting of the property, would be clearly contemporary in design, and would be differentiated from the historic features of the property. Alternative 2 would not diminish the integrity of the property's location, design, setting, materials, workmanship, feeling and association; therefore, it would have no adverse effect on this historic property under Section 106.

The FTA has preliminarily determined under Section 106 that neither Alternative 1 nor Alternative 2 would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling and association; therefore, the Project would not adversely affect the activities, features, or attributes of the Section 4(f) property.

Figure 5-2. Los Angeles Union Terminal District



Source: Metro 2020a, WSP 2020

5.2.3.2 Temporary Occupancy Exception

The Project would require a temporary easement to accommodate placement of vibration monitors. During construction, vibration monitors would be placed on the historic site at the elevation of the Los Angeles Union Terminal District and Buildings closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Los Angeles Union Terminal District and Buildings.

5.2.3.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive

use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use.” While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation for the Project determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because Alternative 2 would incorporate land from the property and because Alternatives 1 and 2 would not substantially impair the activities, features, or attributes that qualify the property for NRHP eligibility, the Project would not have a constructive use of the historic property.

5.2.3.4 Section 4(f) Evaluation Summary

Based on the discussion above, Alternative 2 would result in a permanent incorporation of non-contributing land within portions of the Los Angeles Union Terminal District. Based on Question 7C of the *Section 4(f) Policy Paper*, because the land is non-contributing, there would be no Section 4(f) use of the district. Alternatives 1 and 2 would result in temporary occupancy within portions of the historic district. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternatives 1 and 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Los Angeles Union Terminal District and Buildings. Alternatives 3 and 4 would have no Section 4(f) use of the Los Angeles Union Terminal District and Buildings because these alternatives are not in close proximity to the resource.

5.2.4 1608 East 15th Street

5.2.4.1 Permanent Incorporation

1608 East 15th Street is adjacent to the existing railroad ROW and a portion of the Section 4(f) property would be under the guideway for Alternatives 1 and 2 (Figure 4-1a). Alternative 1 and 2 would transition to an aerial configuration approximately 65 feet high to cross over the I-10 freeway south of the property. Alternatives 1 and 2 would require a permanent aerial easement, which would extend over a non-contributing single-story addition to the east side of 1608 East 15th Street. Per Question 28B of the *Section 4(f) Policy Paper*, because no supporting components of the proposed guideway under Alternative 1 and 2 would be physically located on the Section 4(f) property, there would be no acquisition or direct use of the property resulting in a permanent incorporation.

5.2.4.2 Temporary Occupancy Exception

Alternatives 1 and 2 would require a temporary easement to accommodate placement of vibration monitors. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the property would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic property. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the Section 4(f) property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property would be restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 1608 East 15th Street.

5.2.4.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The new visual elements to the east of 1608 East 15th Street would not change the visual setting to an extent that would substantially impair the activities, features, or attributes of the Section 4(f) property. The Section 106 evaluation for the Project determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.4.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternatives 1 and 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 1608 East 15th Street. Alternatives 3 and 4 would have no Section 4(f) use of 1608 East 15th Street because these alternatives are not in close proximity to the resource.

5.2.5 Angel City Brewery/John A. Roebling's Sons Company

5.2.5.1 Permanent Incorporation

Angel City Brewery/John A. Roebling's Sons Company is within the Section 106 APE in an area where Alternative 1 would be underground (Figure 4-1a). Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding was no historic properties affected for the Angel City Brewery/John A. Roebling's Sons Company. Alternative 1 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.5.2 Temporary Occupancy Exception

Alternative 1 would require a temporary easement to accommodate placement of vibration monitors on the Section 4(f) property. During construction, vibration monitors would be placed on the historic site at the elevation of the historic buildings closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Angel City Brewery/John A. Roebling's Sons Company.

5.2.5.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation for the Project determined that there would be no historic properties affected. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.5.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of Angel City Brewery/John A. Roebling's Sons Company. Alternatives 2, 3, or 4 would have no Section 4(f) use of Angel City Brewery/John A. Roebling's Sons Company because these alternatives are not in close proximity to the resource.

5.2.6 500 South Alameda Street

5.2.6.1 Permanent Incorporation

A two-story, vernacular service station at 500 South Alameda Street is located in the Section 106 APE for Alternative 1 (Figure 4-1a). Alternative 1 would be constructed underground. The property is not subject to any permanent easements or displacement. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no historic properties affected for 500 South Alameda Street from either construction or operational activities. Alternative 1 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.6.2 Temporary Occupancy Exception

Alternative 1 would require a temporary easement to accommodate placement of vibration monitors on 500 South Alameda Street. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the

construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary occupancy was considered in the Section 106 effects determination. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to 500 South Alameda Street, based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, Alternative 1 would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 500 South Alameda Street.

5.2.6.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no historic properties affected. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this

determination. Pending final concurrence, because Alternative 1 would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property; therefore, it would not have a constructive use of the historic property.

5.2.6.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 500 South Alameda Street. Alternatives 2, 3, and 4 would have no Section 4(f) use of 500 South Alameda Street because these alternatives are not in close proximity to the resource.

5.2.7 542 South Alameda Street

5.2.7.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 1, 542 South Alameda Street is a two-story, utilitarian-style daylight factory, constructed ca. 1915 (Figure 4-1a). Alternative 1 would be constructed underground. The property is not subject to any permanent easements or displacement. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no historic properties affected for 542 South Alameda Street from either construction or operational activities. Alternative 1 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into Alternative 1.

5.2.7.2 Temporary Occupancy Exception

Alternative 1 would require a temporary easement to accommodate placement of vibration monitors. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary occupancy was considered in the preliminary Section 106 effects determination. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to 542 South Alameda Street, based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, Alternative 1 would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 542 South Alameda Street.

5.2.7.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no historic properties affected. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because Alternative 1 would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.7.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 542 South Alameda Street. Alternatives 2, 3, and 4 would have no Section 4(f) use of 542 South Alameda Street because these alternatives are not in close proximity to the resource.

5.2.8 1250 Long Beach Avenue

5.2.8.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 1 and Alternative 2, 1250 Long Beach Avenue is a residential complex originally constructed as a vernacular daylight factory (Figure 4-1a). The portal opening for Alternative 1 and 2 would be constructed directly adjacent to the historic property. The proposed portal opening would be located on the east and west sides of Long Beach Avenue between Olympic Boulevard and 14th Street and would be directly within the western view shed of 1250 Long Beach Avenue. The property is not subject to any permanent easements or displacement, but a portion of Long Beach Avenue would be permanently closed

between Olympic and 14th Street for the construction of the portal, as well as a construction laydown area. The preliminary Section 106 finding is that Alternative 1 or 2 would have no adverse effect on 1250 Long Beach Avenue from either construction or operational activities. The Project would have no acquisition or direct physical effects to the property; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.8.2 Temporary Occupancy Exception

The Project would require a temporary easement to accommodate placement of vibration monitors on the Section 4(f) property. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary occupancy was considered in the Section 106 effects determination. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to 1250 Long Beach Avenue, based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, Alternative 1 or 2 would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 1250 Long Beach Avenue.

5.2.8.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.8.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 1250 Long Beach Avenue. Alternatives 2, 3, and 4 would have no Section 4(f) use of 1250 Long Beach Avenue because these alternatives are not in close proximity to the resource.

5.2.9 1753 East Olympic Boulevard

5.2.9.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1 and 2, at 1753 East Olympic Boulevard and 800 McGarry Street, the Western Electric Company property consists of two vernacular daylight factory buildings designed by the noted Los Angeles architectural firm Morgan, Walls and Clement (Figure 5-3). The portal opening for Alternative 1 and 2 would be located on the east and west sides of Long Beach Avenue between Olympic Boulevard and 14th Street, southwest of the historic property. From the portal, the alignment would transition into an aerial structure as it continues south. No aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. The preliminary Section 106 finding is no adverse effect on 1753 East Olympic Boulevard from either construction or operational activities. The Project would have no direct physical effects to the buildings. Alternatives 1 and 2 would require approximately 4,950 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternatives 1 or 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under 1753 East Olympic Boulevard.

In the case that the underground easement were considered an incorporation of land, Alternatives 1 and 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

Figure 5-3. 1753 East Olympic Boulevard, Western Electric Company



Source: Metro 2020a, WSP 2020

5.2.9.2 Temporary Occupancy Exception

Alternatives 1 and 2 would require a temporary easement to accommodate placement of vibration monitors on 1753 East Olympic Boulevard. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 1753 East Olympic Boulevard.

5.2.9.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily

determined that there would be no adverse effect on 1753 East Olympic Boulevard. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.9.4 Section 4(f) Evaluation Summary

Based on the discussion above, Alternatives 1 or 2 would result in subsurface right-of-way acquisition within portions of 1753 East Olympic Boulevard. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternatives 1 and 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 1753 East Olympic Boulevard. Alternatives 3 and 4 would have no Section 4(f) use of 1753 East Olympic Boulevard because these alternatives are not in close proximity to the resource.

5.2.10 Air Raid Siren No. 189

Air Raid Siren No. 189 is applicable for Alternatives 1 and 2. As described in Section 4.1.10, the Air Raid Siren is erected in city street right-of-way at the southwest corner of McGarry and East 8th Streets. Question 7D of the *Section 4(f) Policy Paper* (USDOT 2012), “How are historic resources within highway rights-of-way considered?,” provides guidance on assessing Section 4(f) use of historic objects, such as the air raid sirens, that appear in roadway right-of-way. The guidance states:

In some parts of the country it is not uncommon for historic objects or features not associated with the roadway to exist within the highway right-of-way. Examples include rock walls, fences, and structures that are associated with an adjacent historic property. Others are linear properties such as drainage systems or railroad corridors. These properties, objects, or features are either not transportation in nature or are part of the roadway itself. This condition occurs for various reasons such as historic property boundaries coinciding with the roadway centerline or edge of the road, or situations where right-of-way was acquired but historic features were allowed to remain in place. When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use. If the historic features are determined to be adversely affected, the adverse effect should be evaluated to determine whether it results in a Section 4(f) use.

The Section 106 determination for Air Raid Siren No. 189 is no historic properties affected. As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of Air Raid Siren No. 189.

5.2.11 Hamburger's Department Store

5.2.11.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, Hamburger's Department Store at 801 South Broadway, Los Angeles is a five-story commercial building constructed in 1907 in the Beaux-Arts-style (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for Hamburger's Department Store. Alternative 2 would require approximately 630 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under Hamburger's Department Store.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.11.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on Hamburger's Department Store. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to Hamburger's Department Store.

5.2.11.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on Hamburger's Department Store. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.11.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of Hamburger's Department Store. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of Hamburger's Department Store. Alternatives 1, 3, and 4 would have no Section 4(f) use of Hamburger's Department Store because these alternatives are not in close proximity to the resource.

5.2.12 Charles C. Chapman Building

5.2.12.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Charles C. Chapman Building at 756 South Broadway is a 13-story commercial building constructed in the Beaux-Arts style built in 1913 (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. Alternative 2 would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Charles C. Chapman Building. Alternative 2 would require approximately 1,020 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Charles C. Chapman Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.12.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Charles C. Chapman Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Charles C. Chapman Building.

5.2.12.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Charles C. Chapman Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this Section 106 determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.12.4 Section 4(f) Evaluation Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Charles C. Chapman. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Charles C. Chapman Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Charles C. Chapman Building because these alternatives are not in close proximity to the resource.

5.2.13 Tower Theater

5.2.13.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Tower Theater at 800 South Broadway, Los Angeles is a four-story Renaissance Revival-style theater and commercial building (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Tower Theater. Alternative 2 would require approximately 1,110 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Tower Theater.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.13.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Tower Theater. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Tower Theater.

5.2.13.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Tower Theater. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.13.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Tower Theater. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Tower Theater. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Tower Theater because these alternatives are not in close proximity to the resource.

5.2.14 Garfield Building

5.2.14.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Garfield Building at 403 East 8th Street, Los Angeles is a 13-story retail and office building with a 3-story penthouse constructed in 1929 (Figure 4-1a). The proposed project alignment under Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Garfield Building. Alternative 2 would require approximately 360 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Garfield Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.14.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Garfield Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Garfield Building.

5.2.14.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Garfield Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.14.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Garfield Building. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Garfield Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Garfield Building because these alternatives are not in close proximity to the resource.

5.2.15 Barker Brothers Furniture Store

5.2.15.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, Barker Brothers Furniture Store at 800 West 7th Street, Los Angeles is a 13-story, Beaux-Arts-style commercial building designed by the renowned Los Angeles architecture firm, Curlett and Beelman (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The Project would require a permanent, partial acquisition for the construction and operation of a pedestrian tunnel segment that would connect with the existing 7th Street/Metro Center Station. The pedestrian tunnel would run through the basement of the building. In the vicinity of 800 West 7th Street, the pedestrian tunnel would be designed in conformance with the Secretary of the Interior Standards for Treatment of Historic Properties. The preliminary Section 106 finding is that Alternative 2 would have no adverse effect on the Barker Brothers Furniture Store. Alternative 2 would require approximately 6,870 square feet of permanent underground easement from the Section 4(f) property. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Barker Brothers Furniture Store.

5.2.15.2 Temporary Occupancy

Alternative 2 would require temporary access for construction activities that were considered in the Section 106 effect finding of the property for right-of-entry, project construction, TCEs, or other temporary use. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary impact that would occur during the construction phase was included in FTA's effect determination under Section 106 and consultation with the California SHPO. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Barker Brothers Furniture Store.

5.2.15.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from

and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.15.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition and permanent incorporation of land within portions of the Barker Brothers Furniture Store. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Additionally, based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Barker Brothers Furniture Store for permanent incorporation and temporary occupancy. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Barker Brothers Furniture Store because these alternatives are not in close proximity to the resource.

5.2.16 Union Bank and Trust Company Building

5.2.16.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Union Bank and Trust Company Building at 760 South Hill Street, Los Angeles is an 11-story building designed in the Renaissance Revival style (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Union Bank and Trust Company Building. Alternative 2 would require approximately 210 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Union Bank and Trust Company Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.16.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Union Bank and Trust Company Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Union Bank and Trust Company Building.

5.2.16.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Union Bank and Trust Company Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.16.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Union Bank and Trust Company Building. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Union Bank and Trust Company Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Union Bank and Trust Company Building because these alternatives are not in close proximity to the resource.

5.2.17 Garment Capitol Building

5.2.17.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Garment Capitol Building at 217 East 8th Street, Los Angeles is a 12-story, steel-framed, Gothic Revival-style former industrial building, constructed as a garment factory in 1926 (Figure 4-1a). Alternative 2 would be constructed underground; no permanent aboveground project components would be within the boundary of the historic property. The property is not subject to any permanent easements or displacement. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Garment Capitol Building. Alternative 2 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into Alternative 2.

5.2.17.2 Temporary Occupancy – Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Garment Capitol Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Garment Capitol Building.

5.2.17.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). A station entrance would be located three parcels from the historic property, approximately 75 feet to the northwest along the same block. The underground station would be constructed below East 8th Street, between South Main Street and Santee Street; this segment would also serve as a construction laydown area. This historic property is also located adjacent to a laydown yard that is proposed within the Santee Street right-of-way. Construction of the station would require the installation of ventilation grating, which would be located adjacent to the property on the sidewalk. The ventilation grating would be flush with the sidewalk. The Section 106 evaluation preliminarily determined that there would be no adverse effect for the Garment Capitol Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.17.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Garment Capitol Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Garment Capitol Building because these alternatives are not in close proximity to the resource.

5.2.18 Textile Center Building

5.2.18.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Textile Center Building at 315 East 8th Street, Los Angeles is a 12-story industrial loft designed in 1926 by William Douglas Lee and constructed by Lloyd and Casler, Inc. (Figure 4-1a). Alternative 2 would be constructed underground; no permanent aboveground project components would be within the boundary of the historic property. The property is not subject to any permanent easements or displacement. The preliminary Section 106 finding is no historic properties affected for the Textile Center Building.

5.2.18.2 Temporary Occupancy – Exception

The Project would require a temporary easement to accommodate placement of vibration monitors on the Textile Center Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Textile Center Building.

5.2.18.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The nearest aboveground construction activity would occur to the northwest of the property within the right-of-way of East 8th Street for the construction of the underground South Park/Fashion District Station. The station entrance would be located one block northwest of the historic property. The underground station would be constructed below East 8th Street, between South Main Street and Santee Street; this segment would also serve as a construction laydown area. The Section 106 evaluation preliminarily determined that there would be no historic properties affected for the Textile Center Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.18.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Textile Center Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Textile Center Building because these alternatives are not in close proximity to the resource.

5.2.19 Santee Public Garage

5.2.19.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Santee Public Garage Building at 840 South Santee Street, Los Angeles is a six-story parking garage featuring characteristics of the Gothic Revival style (Figure 4-1a). Constructed in 1926, the building was designed by the architecture firm of Burnett and Dodge and constructed by Pinner Masonry and Construction Company. The proposed project alignment under Alternative 2 would be constructed underground; no permanent aboveground project components would be within the boundary of the historic property. The preliminary Section 106 finding is that Alternative 2 would have no adverse effect on the Santee Public Garage Building. Alternative 2 would not require an acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.19.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.19.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The South Park/Fashion District Station entrance would be located approximately 400 feet northwest of the historic property, along East 8th Street. Due to the presence of several large buildings, the station entrance would not be visible from the historic property. The underground station would be constructed below East 8th Street, between South Main Street and Santee Street; this segment would also serve as a construction laydown area. The historic property is located immediately adjacent to a laydown yard that is proposed at the corner of East 8th and Santee Streets. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Santee Public Garage Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.19.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of the Santee Public Garage Building because Alternative 2 would be constructed underground with no permanent incorporation, temporary occupancy, or constructive use of the resource, and because Alternatives 1, 3, and 4 are not in close proximity to the resource.

5.2.20 Southern California Gas Complex

5.2.20.1 Permanent Incorporation

The Southern California Gas Complex at 810-830 South Flower Street, Los Angeles is located in the Alternative 2 Section 106 APE (Figure 4-1a). Constructed in stages between 1925 and 1959, the property consists of four buildings designed in a variety of architectural styles. Alternative 2 would be constructed underground; no permanent aboveground project components would be within the boundary of the historic property. The property is not subject to any permanent easements or displacement. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Southern California Gas Complex. Alternative 2 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.20.2 Temporary Occupancy

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Southern California Gas Complex. During construction, vibration monitors

would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Southern California Gas Complex.

5.2.20.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The nearest aboveground construction activity would occur to the west of the property within the right-of-way of West 8th Street for the construction of the underground 7th Street/Metro Center Station and entrance. The station entrance would be located directly across the street from the property, at 810-830 South Flower Street. The underground station would be constructed below West 8th Street, between South Figueroa Street and South Hope Street. Construction of the station would require the installation of

ventilation grating, which would be located adjacent to the property on the sidewalk. The ventilation grating would be flush with the sidewalk. The Section 106 evaluation preliminarily determined that there would be no adverse effect for the Southern California Gas Complex. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.20.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Southern California Gas Complex. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Southern California Gas Complex because these alternatives are not in close proximity to the resource.

5.2.21 Great Republic Life Building

5.2.21.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, the Great Republic Life Building at 756 South Spring Street, Los Angeles is a 13-story commercial building constructed in the Beaux-Arts style in 1923 (Figure 4-1a). Alternative 2 would be constructed underground; no permanent aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. The underground station would be constructed below East 8th Street, between Main Street and Santee Street. The Project would not diminish the integrity of the property’s location, design, setting, materials, workmanship, feeling and association; therefore, under Section 106, Alternative 2 would have no adverse effect on this historic property. Alternative 2 would require approximately 180 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Great Republic Life Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.21.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Great Republic Life Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation,

the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Great Republic Life Building.

5.2.21.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The nearest aboveground construction activity would occur to the southeast of the property within the right-of-way of East 8th Street for the construction of the underground South Park/Fashion District Station. The station entrance would be located across the street from the property, at the southeast corner of Main Street and East 8th Street. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Great Republic Life Building. As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property under Section 106, it would not substantially impair the activities,

features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.21.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Great Republic Life Building. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Great Republic Life Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Great Republic Life Building because these alternatives are not in close proximity to the resource.

5.2.22 801 South Spring Street

5.2.22.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2 is 801 South Spring Street, an 11-story Beaux-Arts-style commercial building (Figure 4-1a). The proposed alignment under Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for 801 South Spring Street. Alternative 2 would require approximately 1,220 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under 801 South Spring Street.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.22.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on 801 South Spring Street. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to 801 South Spring Street.

5.2.22.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on 801 South Spring Street. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property under Section 106, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.22.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of 801 South Spring Street. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of 801 South Spring Street. Alternatives 1, 3, and 4 would have no Section 4(f) use of 801 South Spring Street because these alternatives are not in close proximity to the resource.

5.2.23 National City Bank Building

5.2.23.1 Permanent Incorporation

The National City Bank Building at 810 South Spring Street, Los Angeles is located in the Section 106 APE for Alternative 2. Completed in 1924, it is a 12-story commercial building designed in the Renaissance Revival style by renowned architectural partnership Walker and Eisen and constructed by the Edwards, Widey and Dixon Company (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. Alternative 2 would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). Alternative 2 would not diminish the integrity of the property's location, design, setting, materials, workmanship, feeling and association; therefore, Alternative 2 would have no adverse effect on this historic property under Section 106. Alternative 2 would require approximately 1,520 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the National City Bank Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.23.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the National City Bank Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the National City Bank Building.

5.2.23.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The nearest station entrance would be located across the street to the east of property, at the southeast corner of Main Street and East 8th Street. The underground station would be constructed below East 8th Street, between Main Street and Santee Street. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the National City Bank Building. As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.23.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the National City Bank Building. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the National City Bank Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the National City Bank Building because these alternatives are not in close proximity to the resource.

5.2.24 General Petroleum Corporation Parking Garage

5.2.24.1 Permanent Incorporation

The General Petroleum Corporation Parking Garage is located in the Section 106 APE for Alternative 2 at 757 South Flower Street (Figure 4-1a). Alternative 2 would be constructed underground. The property is not subject to any permanent easements or displacement; however, it would be located directly adjacent to the underground 7th Street/Metro Center Station, and the two station entrances. Alternative 2 would not alter any of the characteristics of 757 South Flower Street that qualify it for inclusion in the NRHP in a manner that would diminish its integrity of location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition of the General Petroleum Corporation Parking Garage; therefore, Alternative 2 would not have a permanent incorporation of land from this Section 4(f) property.

5.2.24.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the General Petroleum Corporation Parking Garage. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to the General Petroleum Corporation Parking Garage, based on 23 CFR Section 774.13 and as defined in Section 1.2.4.2 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck

or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the General Petroleum Corporation Parking Garage.

5.2.24.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The underground 7th Street/Metro Center Station would be located to the south of the historic property, within the West 8th Street right-of-way, between South Figueroa Street and South Hope Street. The northern underground station access would be located within an adjacent parking lot, directly to the northwest of the historic property. Station construction would require the installation of ventilation grating, which would be located adjacent to the property on the sidewalk and would be flush with the sidewalk. A construction laydown area would be located to the northeast of the property within an existing parking lot. The southern underground station access would be located across West 8th Street on the first floor of the building at 801 South Flower Street. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the General Petroleum Corporation Parking Garage. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.24.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the General Petroleum Corporation Parking Garage. Alternatives 1, 3, and 4 would have no Section 4(f) use of the General Petroleum Corporation Parking Garage because these alternatives are not in close proximity to the resource.

5.2.25 Olympic Theater

5.2.25.1 Permanent Incorporation

Located at 313 West 8th Street, Los Angeles in the Alternative 2 Section 106 APE, the Olympic Theater is a two-story former movie theater designed in the Renaissance Revival style (Figure 4-1a). The proposed alignment under Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Olympic Theater. Alternative 2 would require approximately 90 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Olympic Theater.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.25.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Olympic Theater. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Olympic Theater.

5.2.25.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Olympic Theater. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.25.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Olympic Theater. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the

Olympic Theater. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Olympic Theater because these alternatives are not in close proximity to the resource.

5.2.26 Commercial Exchange Building

5.2.26.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2 at 416 West 8th Street in Los Angeles, the Commercial Exchange Building is a 12-story Beaux-Arts-style commercial building designed by the prominent Los Angeles-based firm Walker and Eisen and constructed in 1923-24 (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel that would result in a permanent incorporation of the Section 4(f) property. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The preliminary Section 106 finding is no adverse effect for the Commercial Exchange Building. As described in Section 1.2.5, the *Section 4(f) Policy Paper* (USDOT 2012) provides an exception to Section 4(f) for tunneling. Alternative 2 would require approximately 200 square feet of permanent underground easement from the Section 4(f) property. Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under the Commercial Exchange Building.

In the case that the underground easement were considered an incorporation of land, Alternative 2 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic property. The easement would be a *de minimis* impact under Section 4(f).

5.2.26.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the Commercial Exchange Building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck

or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Commercial Exchange Building.

5.2.26.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Commercial Exchange Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.26.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within portions of the Commercial Exchange Building. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Pending the completion of Section 106 consultation and concurrence from the California SHPO, per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Commercial Exchange Building. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Commercial Exchange Building because these alternatives are not in close proximity to the resource.

5.2.27 The Walter Building and Dairy Supply Building

5.2.27.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 2, 508 East 8th Street includes two multi-story industrial loft buildings, the Walter Building and the Dairy Supply Building (Figure 4-1a). Alternative 2 would be constructed underground; no aboveground project components would be within the boundary of the historic property. The property is not subject to any permanent easements or displacement. The preliminary Section 106 finding is no historic properties affected for the Walter Building and the Dairy Supply Building. Alternative 2 would not require any acquisition from the historic property; therefore, no Section 4(f) property would be permanently incorporated into Alternative 2.

5.2.27.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.27.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The Section 106 evaluation preliminarily determined that there would be no historic properties affected for the Walter Building and the Dairy Supply Building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.27.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of the Walter Building and the Dairy Supply Building because Alternative 2 would be constructed underground with no permanent incorporation, temporary occupancy, or constructive use of the resource, and because Alternatives 1, 3, and 4 are not in close proximity to the resource.

5.2.28 Air Raid Siren No. 5

Air Raid Siren No. 5 is applicable for Alternative 2. As described in Section 4.1.28, the Air Raid Siren is erected in city street right-of-way at the southeast corner of West 8th and South Hope Streets in Los Angeles. The Section 106 determination for Air Raid Siren No. 5 is no historic properties affected. As summarized in Section 5.2.10, policy guidance for treating historic objects that appear in roadway right-of-way states that "When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use" (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106

consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of Air Raid Siren No. 5.

5.2.29 Air Raid Siren No. 10

Air Raid Siren No. 10 is applicable for Alternative 2. The Section 106 determination for Air Raid Siren No. 10 at Los Angeles Street and East 8th Street, Los Angeles, is no adverse effect. As summarized in Section 5.2.10, policy guidance for treating historic objects that appear in roadway right-of-way states that “When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use” (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of Air Raid Siren No. 10.

5.2.30 Air Raid Siren No. 65

Air Raid Siren No. 189 is applicable for Alternative 2. The Section 106 determination for Air Raid Siren No. 65 at Wilde Street and Central Avenue, Los Angeles, is no historic properties affected. As summarized in Section 5.2.10, policy guidance for treating historic objects that appear in roadway right-of-way states that “When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use” (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of Air Raid Siren No. 65.

5.2.31 Air Raid Siren No. 70

Air Raid Siren No. 70 is applicable for Alternatives 1 and 2. The Section 106 determination for Air Raid Siren No. 70 at East 24th Street and Long Beach Avenue, Los Angeles, is no adverse effect. As summarized in Section 5.2.10, policy guidance for treating historic objects that appear in roadway right-of-way states that “When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use” (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of Air Raid Siren No. 70.

5.2.32 Pueblo del Rio Public Housing Complex Historic District

5.2.32.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1 and 2, Pueblo del Rio Public Housing Complex Historic District is a 17.5-acre public housing complex composed of 57 two-story, multi-family dwellings (Figure 5-4). As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. The proposed project alignment would be constructed in an aerial viaduct that would parallel the existing Metro A (Blue) Line along the Wilmington Branch right-of-way, which is adjacent to the west of the northbound lane of Long Beach Avenue. The Project would not diminish the integrity of the historic property's location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to the Pueblo del Rio; therefore, no Section 4(f) property would be permanently incorporated into Alternative 1 or 2.

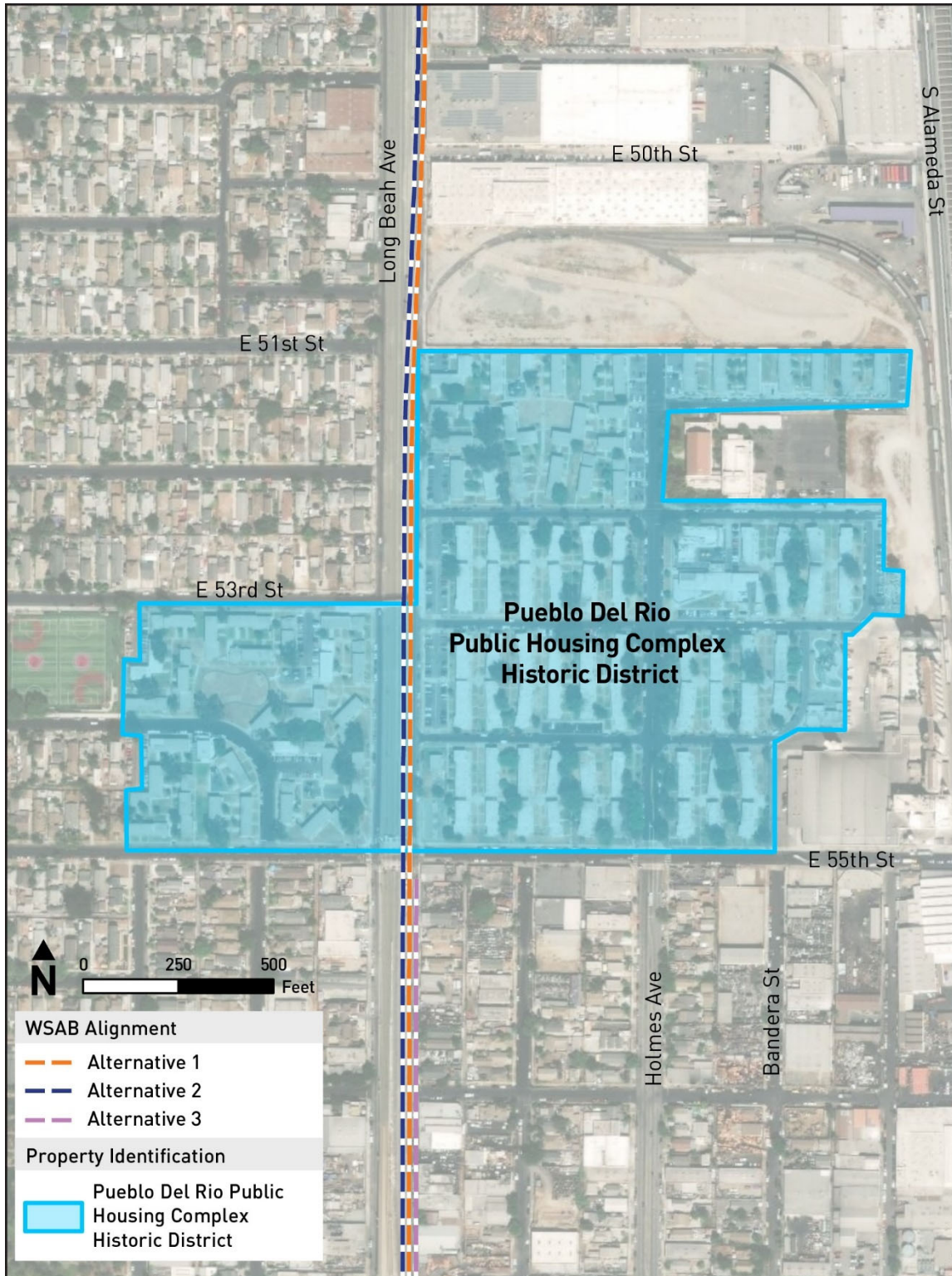
5.2.32.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.32.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Project would introduce new permanent visual elements within the right-of-way, including the viaduct structure, sound walls, LRT tracks, and catenary poles and wires. The property is not subject to any permanent easements or displacements. Additional at-grade features in the vicinity of the historic property include proposed TPSS Sites 17A, 17B, and 17C, each of which would be located along the west side of Long Beach Avenue, between East 51st Street and East 53rd Street, to the north and west of the property. The Project would not alter any of the characteristics of Pueblo del Rio that qualify it for inclusion in the NRHP. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Pueblo del Rio Public Housing Complex Historic District. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic district, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

Figure 5-4. Pueblo del Rio Public Housing Complex Historic District



Source: Metro 2020a, WSP 2020

5.2.32.4 Section 4(f) Use Summary

Alternatives 1, 2, 3 and 4 would have no Section 4(f) use of the Pueblo del Rio Public Housing Complex Historic District because Alternatives 1 and 2 would be constructed in an aerial viaduct with no permanent incorporation, temporary occupancy, or constructive use of the resource, and because Alternatives 3 and 4 are not in close proximity to the resource.

5.2.33 1600 Compton Avenue, Los Angeles

5.2.33.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1 and 2, 1600 Compton Avenue consists of two industrial buildings sited on one parcel and historically associated with industrial laundry and garment services (Figure 4-1a). Constructed in phases between 1923 and 1945 and located on the corner of Compton Avenue and East 17th Street (Building A), is a one-story warehouse building constructed designed in a utilitarian style with minimal Art Deco-style detailing. To its south and constructed in 1928, is a two-story, Streamline Moderne-style building that expresses its style with a horizontal emphasis and rounded corners of its main façade (Building B).

The proposed alignment for Alternatives 1 and 2 would be constructed in an aerial viaduct that would parallel the existing Metro A (Blue) Line along the Wilmington Branch right-of-way, which is adjacent to the west of Long Beach Avenue. Because Alternative 1 or 2 would not alter any of the characteristics of 1600 Compton Avenue that qualify it for inclusion in the NRHP in a manner that would diminish the integrity of its location, design, materials, workmanship, feeling and association, the Project would not have an adverse construction or operational effect on this historic property under Section 106. Alternative 1 or 2 would have no acquisition or direct physical effects to 1600 Compton Avenue; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.33.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.33.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The proposed alignment for Alternatives 1 and 2 would be constructed in an aerial viaduct that would parallel the existing Metro A Line (Blue) along the Wilmington Branch right-of-way, which is adjacent to the west of Long Beach Avenue and would not diminish the integrity of 1600 Compton Avenue. The Section 106 evaluation preliminarily determined that there would be no adverse effect on 1600 Compton Avenue. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.33.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of 1600 Compton Avenue because Alternatives 1 and 2 would be constructed in an aerial viaduct with no permanent incorporation, temporary occupancy, or constructive use of the resource, and because Alternatives 3 and 4 are not in close proximity to the resource.

5.2.34 Mack International Motor Truck Corp.

5.2.34.1 Permanent Incorporation

Located within the Section 106 APE for Alternatives 1 and 2, the Mack International Motor Truck Corporation building at 2001 South Alameda Street, Los Angeles is a two-story daylight factory building constructed in 1925 with utilitarian- and Neoclassical-style architectural elements (Figure 4-1a). Alternatives 1 and 2 would be constructed in an aerial viaduct that would parallel the existing Metro A (Blue) Line along the Wilmington Branch right-of-way, which is adjacent to the west of Long Beach Avenue. The Project would not diminish the integrity of the historic property's location, design, setting, materials, workmanship, feeling and association. FTA has made a preliminary Section 106 finding of no adverse effect on the Mack International Motor Truck Corporation building. Alternatives 1 and 2 would have no acquisition or direct physical effects to the Mack International Motor Truck Corporation building; therefore, no Section 4(f) property would be permanently incorporated into Alternative 1 or 2.

5.2.34.2 Temporary Occupancy Exception

Alternatives 1 and 2 would require a temporary easement to accommodate placement of vibration monitors on the Mack International Motor Truck Corporation building. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not affect the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Mack International Motor Truck Corporation building.

5.2.34.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The proposed alignment for Alternatives 1 and 2 would be constructed in an aerial viaduct that would parallel the existing Metro A Line (Blue) along the Wilmington Branch right-of-way, which is adjacent to the west of Long Beach Avenue and would not diminish the integrity of the Mack International Motor Truck Corporation. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Mack International Motor Truck Corporation building. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.34.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternatives 1 and 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Mack International Motor Truck Corporation building. Alternatives 3 and 4 would have no Section 4(f) use of the Mack International Motor Truck Corporation building because these alternatives are not in close proximity to the resource.

5.2.35 Randolph Substation

5.2.35.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2 and 3, the Randolph Substation on Randolph Street in Huntington Park was completed in 1930 (Figure 4-1c). The property contains the standard components of an electrical substation, including banks of transformers and a single building on the west-central portion of the property. Alternatives 1, 2 or 3 would be constructed in an aerial viaduct that would parallel the existing UPRR-owned La Habra Branch right-of-way in the median of Randolph Street. The aerial viaduct would be on the north side of the La Habra Branch right-of-way. The Project would not diminish the integrity of the historic property's location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to the Randolph Substation; therefore, no Section 4(f) property would be permanently incorporated into Alternative 1, 2, or 3.

5.2.35.2 Temporary Occupancy Exception

Alternatives 1, 2, and 3 would require a temporary easement to accommodate placement of vibration monitors on the Randolph Substation. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary easement on the historic Section 4(f) property would qualify for the temporary occupancy exception. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, a temporary occupancy of a Section 4(f) property does not constitute a use under Section 4(f) when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic site would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not affect the historic site. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the property's historic integrity, features, or attributes that contribute to its NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the Randolph Substation.

5.2.35.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). Alternatives 1, 2 or 3 would be constructed in an aerial viaduct that would parallel the existing UPRR-owned La Habra Branch right-of-way in the median of Randolph Street and would not diminish the integrity of the historic property. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Randolph Substation. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.35.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternatives 1, 2, and 3 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Randolph Substation. Alternative 4 would have no Section 4(f) use of the Randolph Substation because this alternative is not in close proximity to the resource.

5.2.36 Southern California Edison Long Beach-Laguna Bell 60kV and 220 kV Transmission Lines

Located in the Section 106 APE for Alternative 1, 2, and 3, the SCE Long Beach-Laguna Bell 60 kV and 220kV transmission lines comprise two 60kV transmission lines and one 220kV transmission line (Figure 4-1c). The proposed alignment for Alternative 1, 2, and 3 is located on the eastern banks of the Rio Hondo Channel, then crosses over the channel in an aerial structure and transitions to an at-grade configuration as it continues south. The alignment would pass between pairs of overhead towers, which are located to the north and south. As summarized in Section 5.2.10, policy guidance for treating historic objects and linear structures that share the right-of-way states that "When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use" (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and

concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of SCE Long Beach-Laguna Bell 60 kV and 220 kV transmission lines.

5.2.37 Los Angeles Department of Water and Power Boulder Lines 1 and 2

Located in the Section 106 APE for Alternatives 1, 2, and 3, the LADWP Boulder Lines 1 and 2 consist of an approximately 270-mile course of 287.5 kV transmission lines between Hoover Dam and the City of Watts (Figure 4-1c). The proposed project alignment within Alternatives 1, 2, and 3 passes between the property's overhead towers in an at-grade configuration at Rayo Avenue along the San Pedro Subdivision right-of-way. As summarized in Section 5.2.10, policy guidance for treating historic objects and linear structures that share the right-of-way states that "When a future transportation project is advanced resulting in a Section 106 determination of no historic properties affected or no adverse effect on such resources, there would be no Section 4(f) use" (USDOT 2012). As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending the completion of Section 106 consultation and concurrence from the SHPO, per the *Section 4(f) Policy Paper*, there would be no Section 4(f) use of the LADWP Boulder Lines 1 and 2.

5.2.38 Rancho Los Amigos Medical Center Historic District

5.2.38.1 Permanent Incorporation

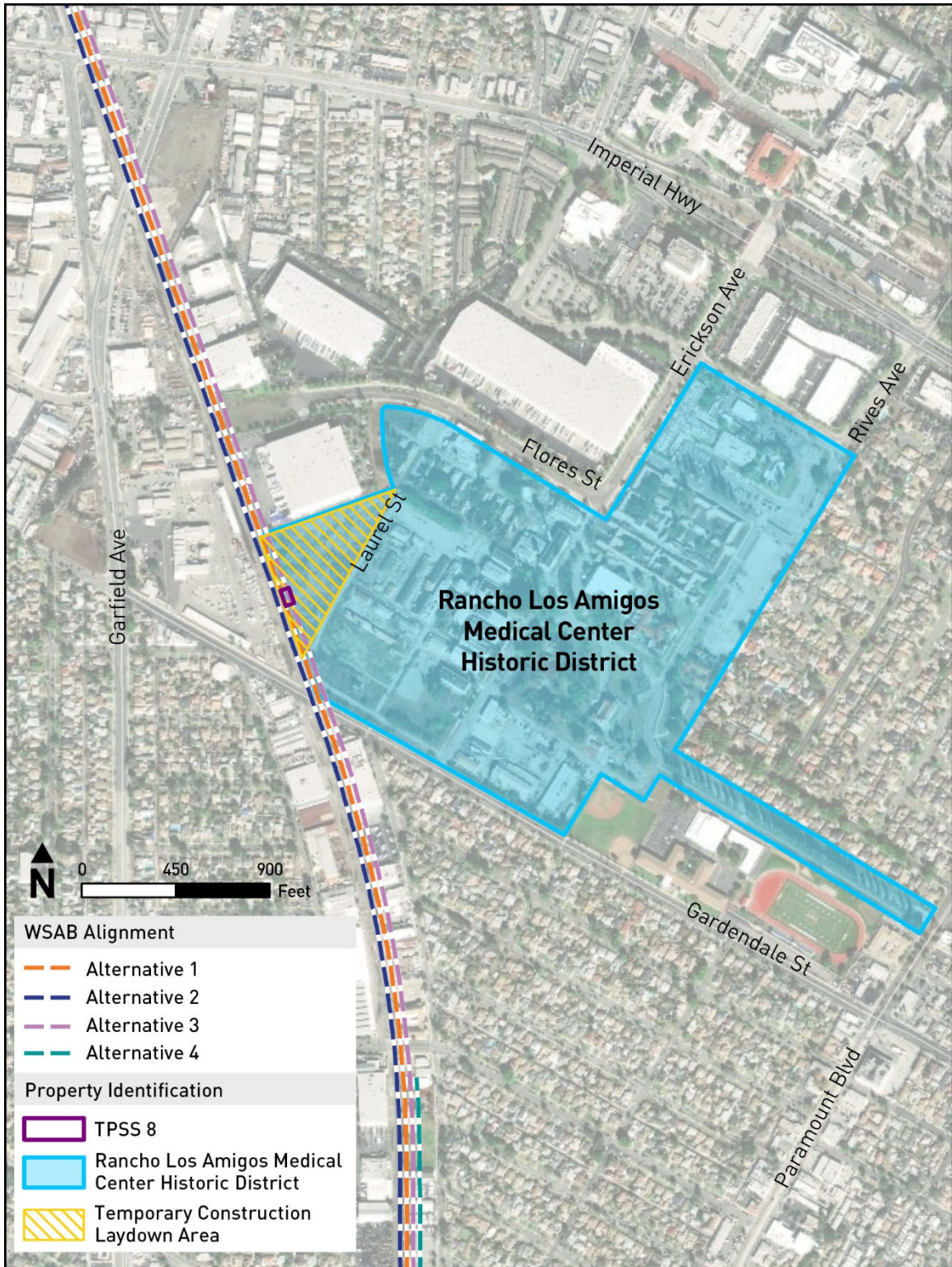
Located in the Section 106 APE for Alternatives 1, 2, and 3, the Rancho Los Amigos Medical Center Historic District is a 52-acre public health campus consisting of dozens of contributing buildings, in addition to landscaping elements, internal roadways, and other features, all constructed between 1888 and 1952 (Figure 5-5).

Alternative 1, 2, and 3 would be located at-grade within the existing San Pedro Subdivision right-of-way. The Gardendale Station would be located to the west of the property within the existing San Pedro Subdivision right-of-way. TPSS Site 8 would be located within the boundary of the historic district, but acquisition would be limited to a non-contributing part of the district. The Project would require improvements to the existing grade crossing at the intersection of Gardendale Street. Operational noise and vibration levels related to the at-grade rail and grade crossing would not exceed FTA thresholds. Alternatives 1, 2, and 3 would require approximately 212,460 square feet of TCE and approximately 3,720 square feet of a permanent surface acquisition from the historic district.

As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. Question 2B of the *Section 4(f) Policy Paper* (USDOT 2012) asks, *How does Section 4(f) apply in historic districts that are on or eligible for the NR[HP]?* The guidance states:

Within a NR[HP] listed or eligible historic district, [FTA]'s long-standing policy is that Section 4(f) applies to those properties that are considered contributing to the eligibility of the historic district, as well as any individually eligible property within the district. Elements within the boundaries of a historic district are assumed to contribute, unless they are determined by [FTA] in consultation with the SHPO/THPO not to contribute.

Figure 5-5. Rancho Los Amigos Medical Center Historic District



Source: Metro 2020a, WSP 2020

Question 7C of the *Section 4(f) Policy Paper* (USDOT 2012) provides guidance on determining use through the question, *How is Section 4(f) use determined in historic districts?* The answer includes:

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]’s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f). With respect to constructive use, if the Section 106 consultation results in a determination of no historic properties affected or no adverse effect, there is no Section 4(f) constructive use of the district as a whole[...]. When a project uses land from an individually eligible property within a historic district, or a property that is a contributing element to the historic district, Section 4(f) is applicable. In instances where a determination is made under Section 106 of no historic properties affected or no adverse effect, then the use may be approved with a de minimis impact determination.

The Project would acquire non-contributing land from the Rancho Los Amigos Medical Center Historic District for a TPSS site.

5.2.38.2 Temporary Occupancy

The Project would require a temporary easement to accommodate a construction laydown area within the boundary of the historic property. Alternatives 1, 2, and 3 would require approximately 212,460 square feet of TCE from non-contributing elements of the district (Figure 5-5). The visual changes and introduction of a laydown area would be temporary, as construction equipment, construction vehicles, barricades, and security fences, along with the laydown area itself, would be removed once construction is completed. The temporary occupancy and effects during construction were considered in the Section 106 effects determination. The temporary impact that would occur during the construction phase was included in FTA’s effect determination under Section 106 and in consultation with the California SHPO. There would be no temporary occupancy of contributing elements of the historic district.

5.2.38.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project’s proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The *Section 4(f) Policy Paper* (USDOT 2012) states that “[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use.” While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.38.4 Section 4(f) Use Summary

Based on the discussion above, Alternatives 1, 2, or 3 would result in permanent incorporation of land within non-contributing portions of the Rancho Los Amigos Medical Center Historic District and temporary occupancy of non-contributing areas for a laydown area during construction. Based on Question 7C of the *Section 4(f) Policy Paper*, because the land is non-contributing, Alternatives 1, 2, or 3 would have no Section 4(f) use of the Rancho Los Amigos Medical Center Historic District during either construction or operation. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO. Alternative 4 would have no Section 4(f) use of the Rancho Los Amigos Medical Center Historic District because this alternative is not in close proximity to the resource.

5.2.39 I-105/Century Freeway-Transitway Historic District

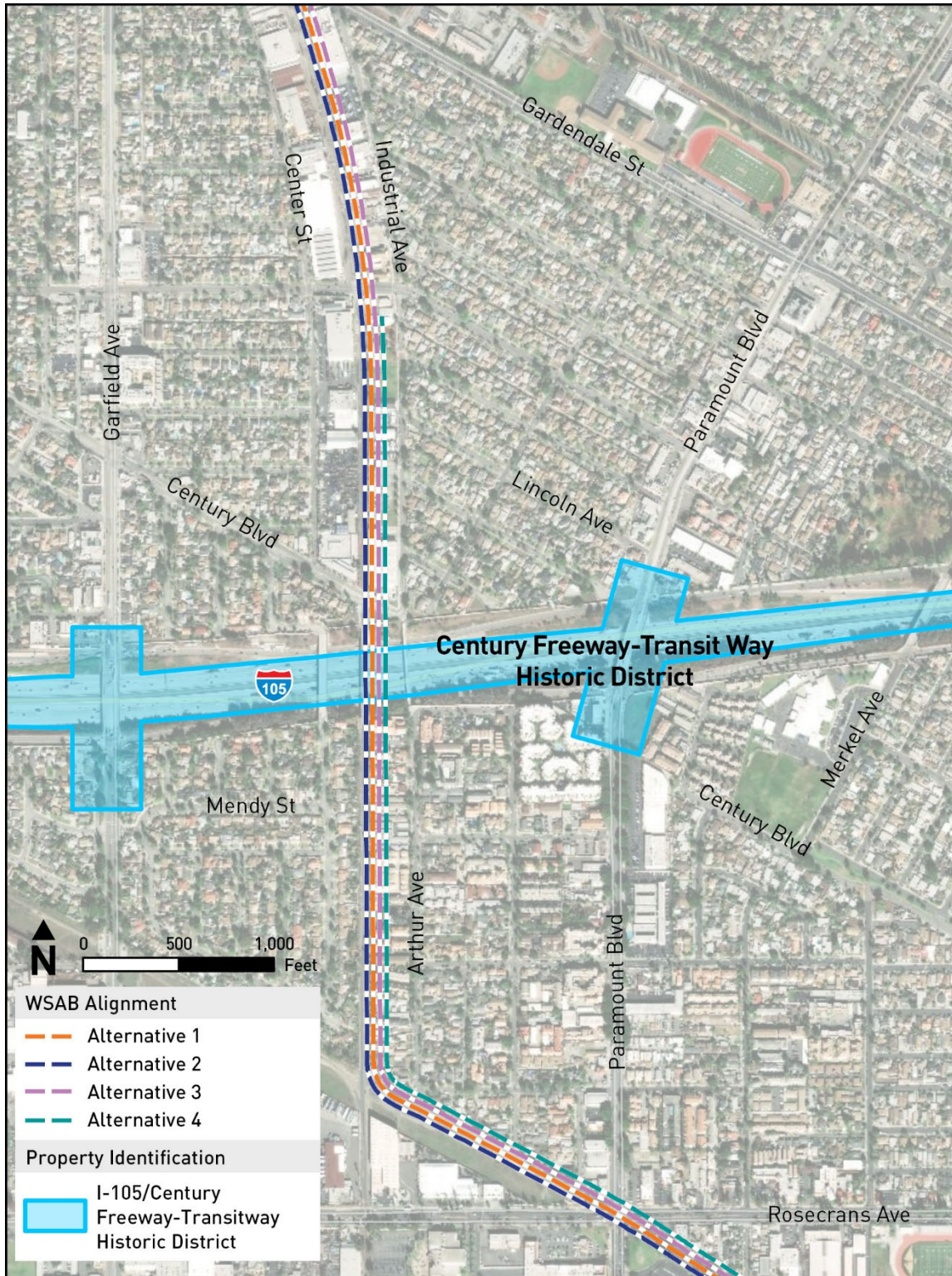
5.2.39.1 Permanent Incorporation

The I-105/Century Freeway-Transitway Historic District is multi-lane roadway that was determined eligible for listing in the NRHP (December 4, 2019) under Criterion A and C (Figure 5-6). It is within the Section 106 APE for Alternatives 1, 2, 3, and 4. Alternatives 1, 2, 3, and 4 would directly alter portions of the district and introduce new permanent visual elements within the boundary of the historic property. As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. Question 7C provides guidance through the question, *How is Section 4(f) use determined in historic districts?* The answer includes:

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]'s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f). [...] In instances where a determination is made under Section 106 of no historic properties affected or no adverse effect, then the use may be approved with a de minimis impact determination.

Three character-defining bridges of the I-105/Century Freeway-Transitway Historic District would be demolished and replaced. The extant bridges were constructed in 1988, with contemporary materials and design. They are 3 of the 118 bridges that are contributing to the district, which collectively comprise less than 3 percent of the total bridges within the district. While bridges are identified as contributing features, they are not individually eligible and are not noteworthy for their architectural style or design. Replacement bridges would be consistent in the scale and massing of the existing bridges. The placement of the additional bridge and the replacement Century Boulevard Bridges immediately adjacent to one another and their unified design in terms of scale, massing, and materials of construction result in their presentation almost as a single structure. As such, the rhythm of bridges along the freeway, as it currently exists, would not be altered by Alternatives 1, 2, 3, or 4.

Figure 5-6. I-105/Century Freeway-Transitway Historic District



Source: Metro 2020a, WSP 2020

Alternatives 1, 2, 3, and 4 would realign approximately 2,500 feet of C-Line track and of I-105 traffic lanes. The C (Green) Line runs the length of the district (18.1 miles). The proposed realignment would potentially impact at a maximum 2,500 feet, or less than 3 percent of the entire C (Green) Line roadway which is considered a character-defining feature. The proposed realignment would shift the rail line location a maximum of 7.5 feet and it would not remove or alter the C (Green) Line design. Similarly, the 2,500 feet of I-105 traffic lanes proposed for realignment comprise less than 3 percent of I-105 lanes within the district. The road realignment would not alter the District's transportation function or result in major changes to physical features within the property's setting that contribute to its historic significance.

The Section 106 review concluded that Alternatives 1, 2, 3, and 4 would not alter any of the characteristics of the 105/Century Freeway-Transitway Historic District that qualify it for inclusion in the NRHP in a manner that would diminish the integrity of its location, design, materials, workmanship, feeling, and association. The Project would have no adverse operational effect on the historic district. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, 3, and 4 would have a *de minimis* impact on the 105/Century Freeway-Transitway Historic District.

5.2.39.2 Temporary Occupancy

To accommodate project features within the freeway envelope, Alternatives 1, 2, 3, and 4 would realign approximately 2,500 feet of existing C-Line tracks and 2,500 feet of I-105 traffic lanes to enable the construction and operation of an infill station that would be constructed in the median of the freeway. This work would be conducted within the limits of the 105/Century Freeway-Transitway Historic District. The historic property would not require temporary occupancy beyond what is needed to construct Alternatives 1, 2, 3, or 4, including realignment and reconstruction of portions of I-105 and the C (Green) Line. The Project would have no adverse construction effect on the features, activities, or attributes that contribute to the historic district's NRHP eligibility. These temporary construction effects were considered as part of FTA's No Adverse Effect finding under Section 106 and consultation with the California SHPO. The preliminary No Adverse Effect finding under Section 106 documents that construction of Alternatives 1, 2, 3, or 4 would not adversely affect the activities, features, or attributes of the 105/Century Freeway-Transitway Historic District that qualify it for protection under Section 4(f). Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, 3, and 4 would have a *de minimis* impact on the 105/Century Freeway-Transitway Historic District.

5.2.39.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As

part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the 105/Century Freeway-Transitway Historic District.

5.2.39.4 Section 4(f) Use Summary

Based on the discussion above, Alternatives 1, 2, 3, and 4 would result in permanent incorporation and temporary occupancy within portions of the I-105/Century Freeway-Transitway Historic District. However, the Section 4(f) use of this historic site would not adversely affect the features, activities, or attributes that contribute to its NRHP eligibility. Additionally, based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, 3, or 4 would have a *de minimis* impact on the I-105/Century Freeway-Transitway Historic District for the permanent incorporation of land from and temporary occupancy during construction in the district. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO.

5.2.40 Bellflower Pacific Electric Railway Depot

5.2.40.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2, 3, and 4, the Bellflower Pacific Electric Railway Depot is a one-story building designed with minimal Classical Revival-style architectural elements (Figure 4-1e). Constructed ca. 1905, the building was recently restored in a historically accurate manner; its appearance is consistent with its original design.

The proposed alignment within Alternatives 1, 2, 3, and 4 would be located at-grade within the existing PEROW. The Bellflower Station would be located to the west of the depot, across Bellflower Boulevard within the PEROW.

Alternatives 1, 2, 3, and 4, would not alter any of the characteristics of the Bellflower Depot that qualify it for inclusion in the NRHP. The Project would not diminish the integrity of the historic property's location, design, setting, materials, workmanship, feeling and association. Under Section 106, the Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to the Bellflower Pacific Electric Railway Depot; therefore, no Section 4(f) property would be permanently incorporated into Alternatives 1, 2, 3, or 4.

5.2.40.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use from the depot building.

5.2.40.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed

on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.40.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of the Bellflower Pacific Electric Railway Depot because these alternatives would be located within the existing PEROW, or to the west of the depot, with no permanent incorporation, temporary occupancy, or constructive use of the resource.

5.2.41 10040 Flora Vista Street, Bellflower

5.2.41.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2, 3, and 4, the property at 10040 Flora Vista Street in Bellflower is an irregularly shaped parcel containing a single-family residence and detached garage (Figure 4-1e). Alternative 1, 2, 3, and 4 would be slightly above grade, transitioning from at-grade into an aerial viaduct within the existing PEROW. The PEROW is located directly to the south of the property, which faces north towards Flora Vista Street. The Project would not diminish the integrity of the property’s location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to 10040 Flora Vista Street; therefore, no Section 4(f) property would be permanently incorporated into Alternatives 1, 2, 3, or 4.

5.2.41.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.41.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project’s proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.41.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of 10040 Flora Vista Street because these alternatives would be located within the existing PEROW with no permanent incorporation, temporary occupancy, or constructive use of the resource.

5.2.42 Union Pacific Los Angeles River Rail Bridge, South Gate

5.2.42.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2, and 3, the Union Pacific Los Angeles River Bridge is a subdivided Warren through truss rail bridge constructed in 1932 (Figure 4-1d). The Project would require construction of a new railroad bridge crossing over the Los Angeles River. The existing Union Pacific Los Angeles River Bridge would remain intact and continue to be used for freight operations. The new railroad bridge would be constructed to the north of the existing structure. The Project would not diminish the integrity of its location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to the bridge; therefore, no Section 4(f) property would be permanently incorporated into Alternatives 1, 2, or 3.

5.2.42.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.42.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.42.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of the Union Pacific Los Angeles River Bridge because these alternatives would include a new railroad bridge to the north of the existing structure with no permanent incorporation, temporary occupancy, or constructive use of the resource.

5.2.43 Our Lady of the Rosary Church

5.2.43.1 Permanent Incorporation

Located in the Section 106 APE for the Paramount MSF Option, Our Lady of the Rosary Church and Elementary School campus (campus) at 14813-14819 Paramount Boulevard in the City of Paramount consists of approximately 11 buildings sited around a central paved parking lot and adjacent playing field (Figure 4-1d). The Project would not alter any of the characteristics of the Our Lady of the Rosary Church building that qualify it for inclusion in the NRHP. The Project would not diminish the integrity of the historic property's location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to the campus; therefore, no Section 4(f) property would be permanently incorporated into the Paramount MSF site option.

5.2.43.2 Temporary Occupancy

The Project would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.43.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The alignment would be located approximately one-third of a mile north of the Our Lady of the Rosary Church. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.43.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 with the Paramount MSF site option would have no Section 4(f) use of the Our Lady of the Rosary Church because these alternatives include an MSF option outside the resource boundaries with no permanent incorporation, temporary occupancy, or constructive use of the resource.

5.2.44 6000 Alameda Street

5.2.44.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2, and 3, 6000 Alameda Street, Huntington Park is a two-story, daylight factory building developed for the National Automatic Pan Corporation in 1925 (Figure 4-1b). The proposed alignment for Alternatives 1, 2, and 3 would be located at-grade along Randolph Street. The Project would require improvements to the existing grade crossing at the intersection of Randolph Street and Alameda Street, which would result in a minor, partial acquisition from the curbside along Randolph Street.

The Project would not alter any of the characteristics of 6000 Alameda Street that qualify it for inclusion in the NRHP. The Project would not diminish the integrity of the property's integrity of location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would incorporate land from the curbside along Randolph Street. Alternatives 1, 2, and 3 would require approximately 800 square feet of a permanent surface acquisition from the Section 4(f) property. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, and 3 would have a *de minimis* impact on 6000 Alameda Street.

5.2.44.2 Temporary Occupancy

Alternatives 1, 2, or 3 would not require temporary occupancy beyond the grade-crossing improvements, monitoring, and surveying activities that were considered in the Section 106 effect finding of the property for right-of-entry, project construction, TCEs, or other temporary use. The temporary activities during construction would not have an adverse effect on the features, activities, or attributes that contribute to the historic property's NRHP eligibility. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, and 3 would have a *de minimis* impact on 6000 Alameda Street.

5.2.44.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.44.4 Section 4(f) Use Summary

Based on the discussion above, Alternatives 1, 2, or 3 would result in permanent incorporation of land within portions of 6000 Alameda Street and temporary occupancy for vibration monitoring during construction. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Additionally, based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, and 3 would have a *de minimis* impact for the permanent incorporation of land from and temporary occupancy during construction of 6000 Alameda Street. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO.

Alternative 4 would have no Section 4(f) use of 6000 Alameda Street because this alternative is not in close proximity to the resource.

5.2.45 6101 Santa Fe Avenue

5.2.45.1 Permanent Incorporation

Situated in the Section 106 APE for Alternative 1, 2, and 3, 6101 Santa Fe Avenue in the City of Huntington Park is a one-story daylight factory building developed by the Sav-A-Day Laundry Company in 1928 (Figure 4-1b). The proposed alignment for Alternatives 1, 2, and 3 would be constructed at-grade within the existing La Habra Branch right-of-way in the median of Randolph Street. Alternatives 1, 2, and 3 would improve the existing grade crossing/separation at the Santa Fe Avenue and Randolph Street intersection. Approximately 200 square feet of the property's northeast corner would be acquired to accommodate alterations to the right-of-way and sidewalk for the grade crossing/separation improvements. The building and portion of the property not affected by Alternatives 1, 2, or 3 would remain as it is today. The Project would not diminish the integrity of the 6101 Santa Fe Avenue's location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, and 3 would have a *de minimis* impact on 6101 Santa Fe Avenue.

5.2.45.2 Temporary Occupancy

Alternatives 1, 2, or 3 would not require temporary occupancy beyond the grade-crossing improvements, monitoring, and surveying activities that were considered in the Section 106 effect finding of the property for construction of grade crossing/separation improvements. The temporary activities during construction would not have an adverse effect on the features, activities, or attributes that contribute to the historic property's NRHP eligibility. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, and 3 would have a *de minimis* impact on 6101 Santa Fe Avenue.

5.2.45.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." While, per definition, a constructive use does not occur to properties for which there is an incorporation of land, the Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic property.

5.2.45.4 Section 4(f) Use Summary

Based on the discussion above, Alternatives 1, 2, and 3 would result in permanent incorporation of land within portions of 6101 Santa Fe Avenue. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Additionally, based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternatives 1, 2, or 3 would have a *de minimis* impact for the permanent incorporation of land from and temporary occupancy during construction of 6101 Santa Fe Avenue. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO. Alternatives 1, 2, and 3 would have a Section 4(f) *de minimis* impact to 6101 Santa Fe Avenue. Alternative 4 would have no Section 4(f) use of 6101 Santa Fe Avenue because this alternative is not located in proximity to the resource.

5.2.46 2860 Randolph Street

5.2.46.1 Permanent Incorporation

Located in the Section 106 APE for Alternative 1, 2, and 3, the property at 2860 Randolph Street in the City of Huntington Park consists of a Tudor Revival-style single-family residence, a detached garage, and an apartment building at the rear of the parcel built with no discernible style (Figure 4-1b). The proposed alignment for Alternative 1, 2, or 3 would be constructed at-grade within the existing La Habra Branch right-of-way in the median of Randolph Street. The property would not be subject to any permanent easements or displacements. The Project would not diminish the integrity of the property's location, design, setting, materials, workmanship, feeling and association. The Project would have no adverse effect on this historic property. The Project would have no acquisition or direct physical effects to 2860 Randolph Street; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.2.46.2 Temporary Occupancy

Alternatives 1, 2, or 3 would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.46.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no adverse effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.46.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of 2860 Randolph Street because Alternatives 1, 2, and 3 would be located within the La Habra Branch right-of-way with no permanent incorporation, temporary occupancy, or constructive use of the resource, and Alternative 4 is not located in proximity to the resource.

5.2.47 6300-6302 State Street

5.2.47.1 Permanent Incorporation

Located in the Section 106 APE for Alternatives 1, 2, and 3, the Spanish Colonial Revival-style bungalow court at 6300 State Street consists of two single-story multi-family residential buildings at the front of the property and a pair of two-story apartment buildings at the rear. The proposed alignment for Alternative 1, 2, or 3 would be constructed at-grade along the La Habra Branch right-of-way, in the Randolph Street median. The property is located approximately 650 feet south of the alignment. The property would not be subject to any permanent easements or displacements. The Project would not alter any of the characteristics of 6300-6302 State Street that qualify it for inclusion in the NRHP, nor would it diminish its integrity of location, design, setting, materials, workmanship, feeling and association. Therefore, the Project would have no adverse effect for this individual historic property under Section 106. No portion of the Section 4(f) property would be permanently incorporated into the Project.

5.2.47.2 Temporary Occupancy

Alternatives 1, 2, or 3 would not require temporary occupancy of the property for right-of-entry, project construction, TCEs, or other temporary use.

5.2.47.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired (23 CFR 774.15(a)). The Section 106 evaluation preliminarily determined that there would be no adverse effect for 6300-6302 State Street. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic property.

5.2.47.4 Section 4(f) Use Summary

Alternatives 1, 2, 3, and 4 would have no Section 4(f) use of 6300-6302 State Street because Alternatives 1, 2, and 3 would be located within the La Habra Branch right-of-way with no permanent incorporation, temporary occupancy, or constructive use of the resource, and Alternative 4 is not located in proximity to the resource.

5.2.48 Downtown Los Angeles Industrial Historic District

5.2.48.1 Permanent Incorporation

A portion of the Downtown Los Angeles Industrial Historic District is within the Section 106 APE for Alternative 1. It is significant for its role in the industrial development of Los Angeles and eligible for listing in the NRHP under Criterion A with an associated period of significance spanning from 1900 to 1940 (Figure 5-7). A portion of the district, including 8 contributing resources, is within the Section 106 APE for Alternative 1. Two of the buildings are individually eligible. Question 2B of the *Section 4(f) Policy Paper* (USDOT 2012) asks, *How does Section 4(f) apply in historic districts that are on or eligible for the NR[HP]*? The guidance states:

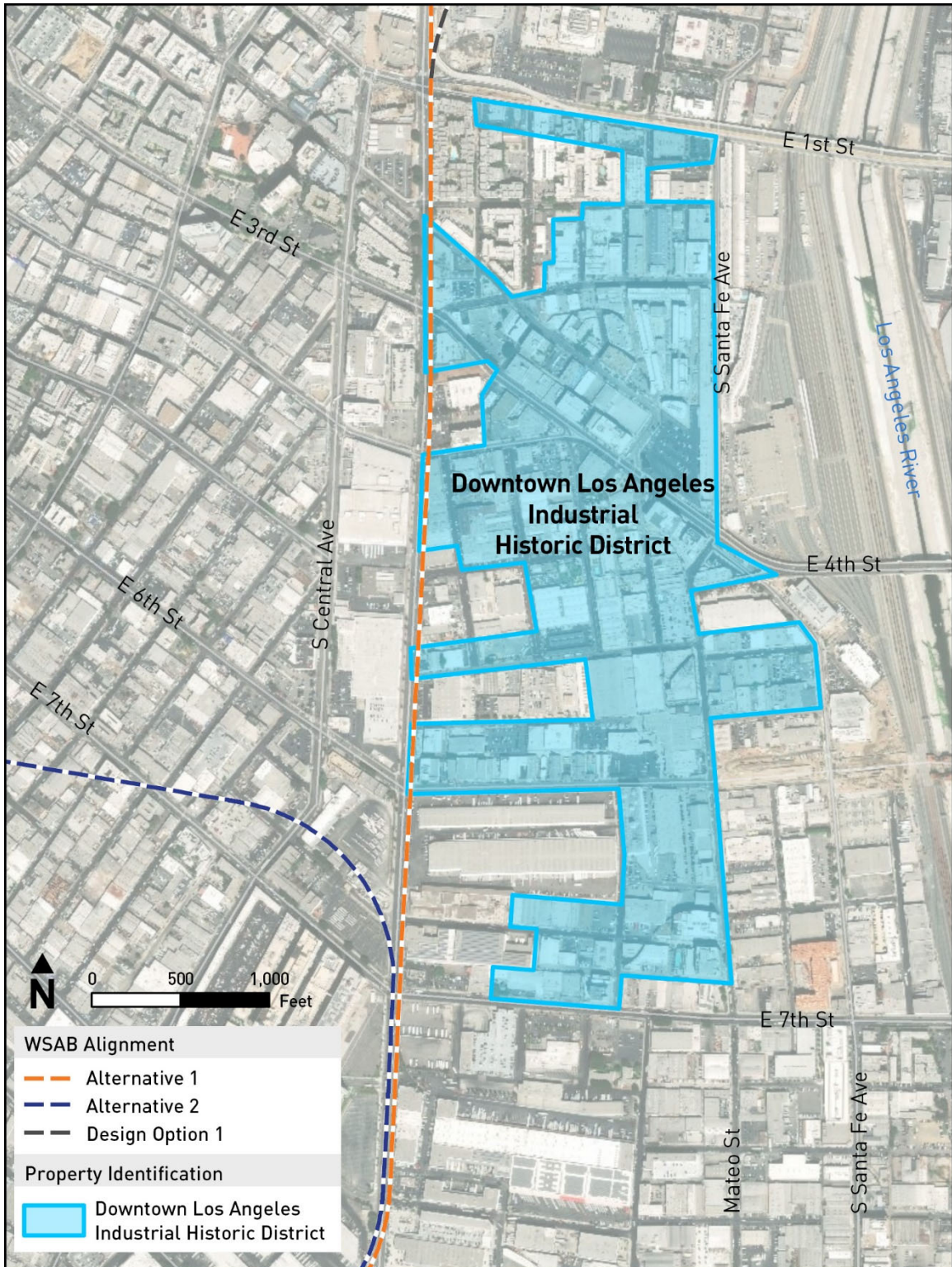
Within a NR[HP] listed or eligible historic district, [FTA]'s long-standing policy is that Section 4(f) applies to those properties that are considered contributing to the eligibility of the historic district, as well as any individually eligible property within the district. Elements within the boundaries of a historic district are assumed to contribute, unless they are determined by [FTA] in consultation with the SHPO/THPO not to contribute.

Question 7C of the *Section 4(f) Policy Paper* (USDOT 2012) further asks, *How is Section 4(f) use determined in historic districts?* The guidance includes:

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]'s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f). With respect to constructive use, if the Section 106 consultation results in a determination of no historic properties affected or no adverse effect, there is no Section 4(f) constructive use of the district as a whole [...]. When a project uses land from an individually eligible property within a historic district, or a property that is a contributing element to the historic district, Section 4(f) is applicable. In instances where a determination is made under Section 106 of no historic properties affected or no adverse effect, then the use may be approved with a de minimis impact determination.

Based on the *Section 4(f) Policy Paper* (USDOT 2012), Section 4(f) applies to the Angel City Brewing/John A. Roebling's Sons Company Building and 500 South Alameda Street as individually eligible properties and to 701 East 3rd Street, 312 South Alameda Street, 400 South Alameda Street, 422-430 South Alameda Street, 436 South Alameda Street, and 430 South Alameda Street as contributing properties. The preliminary Section 106 finding for each of the eight individually eligible or contributing property within the district and for the district as a whole was no adverse effect. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). The acquisition of property within the district would be entirely from non-contributing elements of the district. Because there would be no acquisition from any of the contributing properties, no Section 4(f) property from the Downtown Los Angeles Industrial Historic District would be permanently incorporated into Alternative 1.

Figure 5-7. Downtown Los Angeles Industrial Historic District



Source: Metro 2020a, WSP 2020

5.2.48.2 Temporary Occupancy Exception

Alternative 1 would require a temporary easement to accommodate placement of vibration monitors on the properties within the Downtown Los Angeles Industrial Historic District. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary occupancy was considered in the Section 106 effects determination. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to the Downtown Los Angeles Industrial Historic District, based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the district or contributing resources' historic integrity, features, or attributes that contribute to the district's NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the district and contributing properties.

5.2.48.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are

substantially impaired [23 CFR 774.15(a)]. The Section 106 evaluation preliminarily determined that there would be no adverse effect. 23 CFR 774.15(f)(1) states that a constructive use does not occur when “[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of ‘no historic properties affected’ or ‘no adverse effect.’” As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Pending final concurrence, because the Project would have no effect on the historic property, it would not substantially impair the activities, features, or attributes of the Section 4(f) property and, therefore, it would not have a constructive use of the historic district.

5.2.48.4 Section 4(f) Use Summary

Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 1 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Downtown Los Angeles Industrial Historic District. Alternatives 2, 3, and 4 would have no Section 4(f) use of the Downtown Los Angeles Industrial Historic District because these alternatives are not located in proximity to the resource.

5.2.49 Broadway Theater and Commercial Historic District

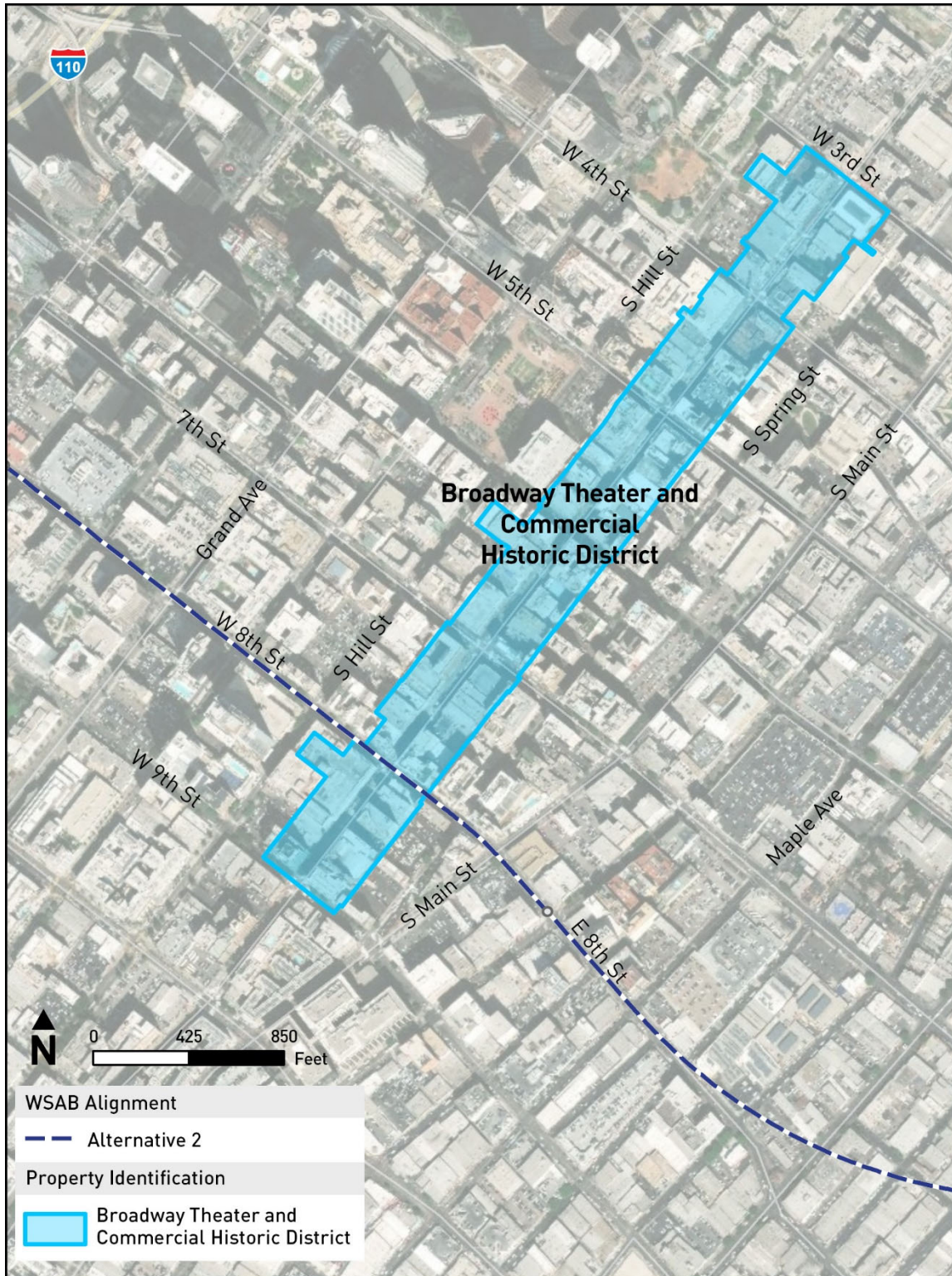
5.2.49.1 Permanent Incorporation

The NRHP-listed Broadway Theater and Commercial Historic District (Figure 5-8) is significant under Criterion A as Los Angeles’ primary commercial and theater center during the late nineteenth and early twentieth centuries, and under Criterion C for its high concentration of architecturally significant buildings. A portion of the district, including 1 contributing resource, the Merritt Building at 301 West 8th Street, is within the Section 106 APE for Alternative 2. The Section 106 evaluation preliminarily determined that there would be no historic properties affected on the Merritt Building and a finding of no adverse effect on the NRHP-listed Broadway Theater and Commercial Historic District. The Project would require a permanent, partial underground easement for the construction and operation of the rail tunnel. Noise related to underground rail operations would not transmit to surface levels (Metro 2021b). Alternative 2 would require approximately 200 square feet of permanent underground easement below the district. As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. Question 7C provides guidance through the question, *How is Section 4(f) use determined in historic districts?* The answer includes:

When a project requires land from a non-historic or non-contributing property lying within a historic district and does not use other land within the historic district that is considered contributing to its historic significance, [FTA]’s longstanding policy is that there is no direct use of the historic district for purposes of Section 4(f).

Per Question 28A of the *Section 4(f) Policy Paper*, the tunnel associated with Alternative 2 would be below the Section 106 APE for the property, would not disturb an archaeological site, and would not impair the historic values of the historic site; therefore, per the *Section 4(f) Policy Paper*, Section 4(f) would not apply to tunneling under a portion of the Broadway Theater and Commercial Historic District.

Figure 5-8. Broadway Theater and Commercial Historic District



Source: Metro 2020a, WSP 2020

In the case that the underground easement were considered an incorporation of land, Alternative 1 would not substantially impair the historic values of the historic site, as indicated by the preliminary Section 106 determination of no adverse effect on the historic district. The easement would be a *de minimis* impact under Section 4(f).

5.2.49.2 Temporary Occupancy Exception

Alternative 2 would require a temporary easement to accommodate placement of vibration monitors on the properties within the Broadway Theater and Commercial Historic District. During construction, vibration monitors would be placed on the historic site at the elevation of the historic buildings closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The temporary occupancy was considered in the Section 106 effects determination. Pending conclusion of SHPO consultation, the FTA has made a preliminary finding that the temporary occupancy exception applies to the Broadway Theater and Commercial Historic District, based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

Vibration monitors would be placed on the historic site at the elevation of the historic building closest to the construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. The monitors would be in place for a few weeks at most.

Is the scope of work minor?

Work on the contributing elements of the historic district would be limited to placement of vibration monitors. Vibration monitors consist of a small, approximately 1-cubic-foot recording device connected to one or more accelerometers, which often resemble a metallic hockey puck or Rubik's Cube, that is placed on the ground adjacent to the structure or attached to the structure by removable putty or tape.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Per the preliminary Section 106 finding, the Project would not result in an adverse effect to the historic district. Temporary construction effects would not result in temporary or permanent adverse changes or interference with the district or contributing resources' historic integrity, features, or attributes that contribute to the district's NRHP eligibility.

Will the land being used be fully restored?

The vibration monitors would not result in temporary or permanent changes to the Section 4(f) property. Any alteration to the property would be removed and the property restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.1, the FTA and Metro are consulting with the California SHPO regarding the Section 106 effect finding and application of the temporary occupancy exception to the district and contributing properties.

5.2.49.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because Alternative 2 would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the historic district.

5.2.49.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in subsurface right-of-way acquisition within non-contributing portions of the Broadway Theater and Commercial Historic District. Per 23 CFR Section 774.13 and as defined in Section 1.2.4.2, Alternative 2 would qualify for the temporary occupancy exception resulting in no Section 4(f) use of the Broadway Theater and Commercial Historic District. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO. Alternatives 1, 3, and 4 would have no Section 4(f) use of the Broadway Theater and Commercial Historic District because these alternatives are not in close proximity to the resource.

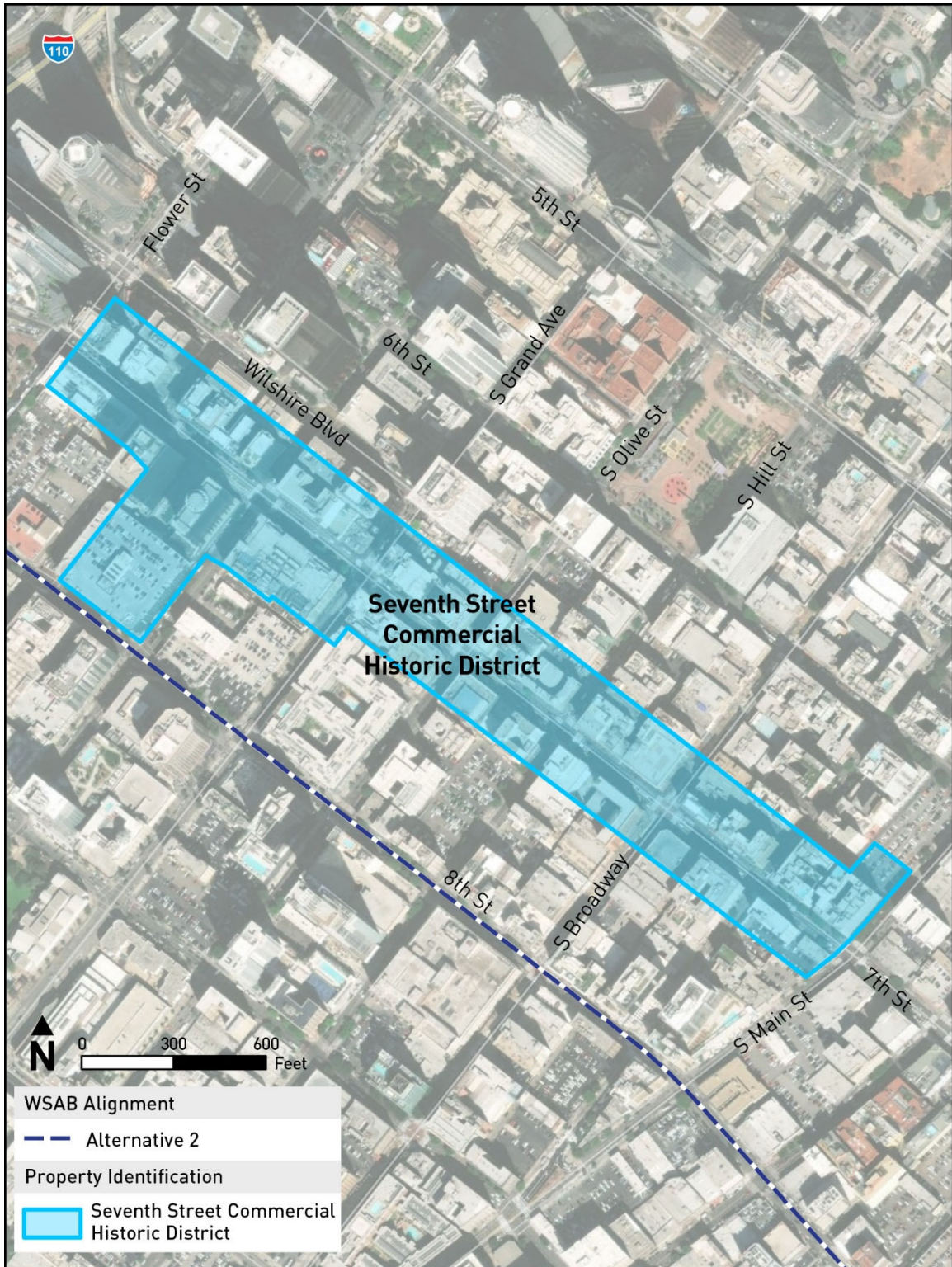
5.2.50 Seventh Street Commercial Historic District

5.2.50.1 Permanent Incorporation

The Seventh Street Commercial Historic District is an eight-block-long commercial district in the center of downtown Los Angeles. A portion of the district is within the Section 106 APE for Alternative 2. The district includes parcels on both sides of Seventh Street between Main Street on the east and Figueroa Street on the west (Figure 5-9). The Barker Brothers Furniture Store (found to have a *de minimis* impact in Section 5.2.15) is the only contributing resource to the Seventh Street Commercial Historic District that is located within the Section 106 APE. The Section 106 evaluation preliminarily determined that there would be no adverse effect on the Barker Brothers Furniture Store. As described in Section 1.1.3, the *Section 4(f) Policy Paper* (USDOT 2012) addresses Section 4(f) evaluation of historic districts. Question 2B of the *Section 4(f) Policy Paper* (USDOT 2012) asks, *How does Section 4(f) apply in historic districts that are on or eligible for the NR[HP]?* The guidance states:

Within a NR[HP] listed or eligible historic district, [FTA]'s long-standing policy is that Section 4(f) applies to those properties that are considered contributing to the eligibility of the historic district, as well as any individually eligible property within the district. Elements within the boundaries of a historic district are assumed to contribute, unless they are determined by [FTA] in consultation with the SHPO/THPO not to contribute.

Figure 5-9. Seventh Street Commercial Historic District



Source: Metro 2020a, WSP 2020

As documented in Section 5.2.15, Alternative 2 would require approximately 6,870 square feet of permanent underground easement for the construction and operation of a pedestrian tunnel segment that would connect with the existing 7th Street/Metro Center Station through the basement of the Barker Brothers Furniture Store, a contributing resource to the Seventh Street Commercial Historic District. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Seventh Street Commercial Historic District.

5.2.50.2 Temporary Occupancy

Alternative 2 would not require temporary occupancy beyond activities that were considered in the Section 106 effect finding of the property for right-of-entry, project construction, TCEs, or other temporary use needed to construct the pedestrian tunnel connection to the existing 7th Street/Metro Center Station. The temporary impact that would occur during the construction phase was included in FTA's effect determination under Section 106 and consultation with the California SHPO. During construction, vibration monitors would be placed on the historic site at the elevation of the historic building closest to construction activities within 200 feet. When construction activities are no longer within 200 feet of the historic resource, the vibration monitors would be removed. Based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Seventh Street Commercial Historic District.

5.2.50.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. The *Section 4(f) Policy Paper* (USDOT 2012) states that "[c]onstructive use of Section 4(f) property is only possible in the absence of a permanent incorporation of land or a temporary occupancy of the type that constitutes a Section 4(f) use." 23 CFR 774.15(f)(1) states that a constructive use does not occur when "[c]ompliance with the requirements of 36 CFR 800.5 for proximity impacts of the proposed action, on a site listed on or eligible for the National Register, results in an agreement of 'no historic properties affected' or 'no adverse effect.'" The Section 106 evaluation preliminarily determined that there would be no adverse effect on the historic property. As part of the Section 106 process, FTA and Metro are consulting with the California SHPO to obtain concurrence on this determination. Because the Project would incorporate land from and not substantially impair the activities, features, or attributes of the Section 4(f) property, it would not have a constructive use of the Seventh Street Commercial Historic District.

5.2.50.4 Section 4(f) Use Summary

Based on the discussion above, Alternative 2 would result in permanent incorporation of land within portions of the Seventh Street Commercial Historic District. However, the Section 4(f) use of this historic Section 4(f) property would not adversely affect the features or attributes that contribute to its NRHP eligibility. Additionally, based on the preliminary Section 106 no adverse effect determination, FTA has preliminarily determined that Alternative 2 would have a *de minimis* impact on the Seventh Street Commercial Historic District for permanent incorporation and temporary occupancy. These preliminary determinations are pending the completion of Section 106 consultation and concurrence from the California SHPO.

Alternatives 1, 3, and 4 would have no Section 4(f) use of the Seventh Street Commercial Historic District because these alternatives are not in close proximity to the resource.

5.3 Public Park and Recreation Areas

5.3.1 Los Angeles Plaza Park

5.3.1.1 Permanent Incorporation

Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park) is approximately 240 feet from Alternative 1 and 770 feet from Design Option 1 (Figure 5-10). Alternative 1 would not require any parkland property acquisition; therefore, no Section 4(f) property would be permanently incorporated into Alternative 1.

5.3.1.2 Temporary Occupancy

Alternative 1 would not require a right-of-entry, project construction, TCEs, or other temporary activity that would result in a temporary occupancy of Section 4(f) property.

5.3.1.3 Constructive Use

The parkland property is located approximately 240 feet from the TCE, station entrance, and subsurface tunnel features of Alternative 1. The proximity impacts would not substantially impair the protected activities, features, or attributes that qualify the park property for protection under Section 4(f). No constructive use of the property, per CFR 774.15, would occur as described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility, such as an amphitheater or campground, and the project generates noise levels that would substantially interfere with the use and enjoyment of the facility. Section 5.2.2.1 of the *West Santa Ana Branch Transit Corridor Project Final Noise and Vibration Impact Analysis Report* (Metro 2021b) (Final Noise and Vibration Impact Analysis Report) indicates that Alternative 1 would be entirely underground from Los Angeles Union Station to just south of Olympic Boulevard and noise would not be audible at surface level receivers; therefore, noise attributable to Alternative 1 and Design Option 1 would not substantially interfere with the activities, features, or attributes that qualify the urban park for protection under Section 4(f) and no adverse effects related to noise would occur. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as an urban park, providing plaza space for gathering or viewing the El Pueblo Historical Monument. As noted in Section 5.2.1.1 of the *West Santa Ana Branch Transit Corridor Project Final Visual and Aesthetic Impact Analysis Report* (Metro 2021c) (Final Visual and Aesthetic Impact Analysis Report), the change in visual quality would be neutral and the Project would not alter or obstruct views of any scenic resources within the landscape unit including the monument and surrounding park and plaza areas.

Figure 5-10. Los Angeles Plaza Park



Source: WSP 2020

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.2.1 of the *West Santa Ana Branch Transit Corridor Project Final Parklands and Community Facilities Impact Analysis Report* (Metro 2021a) (Final Parklands and Community Facilities Impact Analysis Report), the Project would not result in the loss of on-street parking or restriction in vehicle or pedestrian access to the Section 4(f) property. In addition, the Project would provide another mode of access to and from the park.

Vibration impacts

The vibration impact from construction or operation of the Project would not substantially impair the use of the Section 4(f) property. As described in Section 5.2.2.1 of the Final Noise and Vibration Impact Analysis Report (Metro 2021b), groundborne vibration would not adversely affect the Section 4(f) property. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.1.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Los Angeles Plaza Park property by Alternative 1 and Design Option 1 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use). Alternatives 2, 3, and 4 would have no Section 4(f) use of Los Angeles Plaza Park because these alternatives are not in close proximity to the park.

5.3.2 Fred Roberts Recreation Center

5.3.2.1 Permanent Incorporation

Fred Roberts Recreation Center is located adjacent to the existing railroad right-of-way and approximately 100 feet from Alternatives 1 and 2 (Figure 5-11). The Project would not require any parkland property acquisition; therefore, no Section 4(f) property would be permanently incorporated into Alternatives 1 and 2.

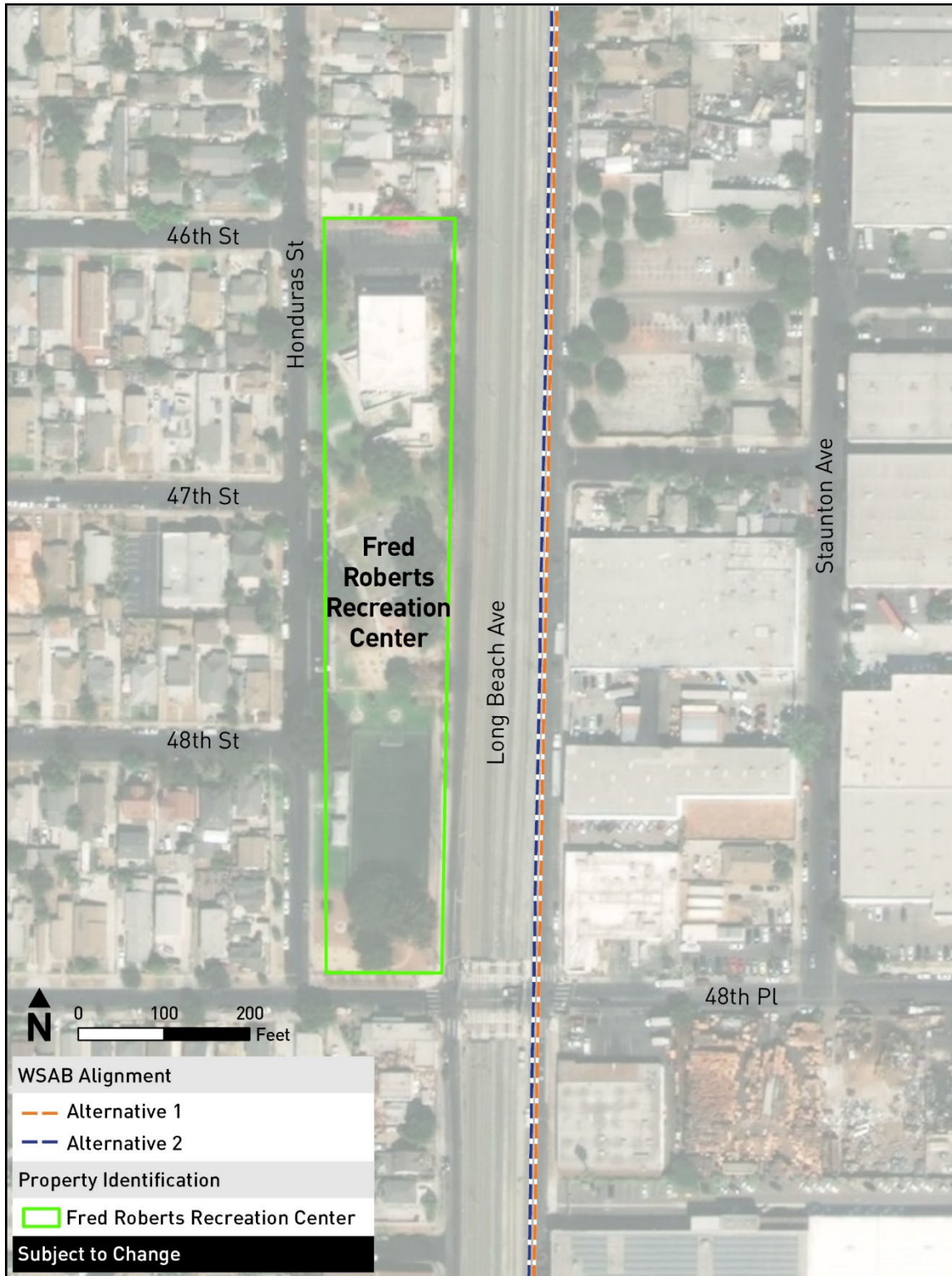
5.3.2.2 Temporary Occupancy

Alternatives 1 and 2 would not require temporary occupancy of the parkland property for right-of-entry, project construction, TCEs, or other temporary use.

5.3.2.3 Constructive Use

The parkland property is located approximately 100 feet from the aerial guideway for Alternatives 1 and 2. The proximity impacts would not substantially impair the protected activities, features, or attributes that qualify the park property for protection under Section 4(f). No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Figure 5-11. Fred Roberts Recreation Center



Source: WSP 2020

Noise level increase

Per FTA guidance, most parks used primarily for active recreation such as sports complexes and bike or running paths are not noise sensitive (FTA 2018). As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Consistent with this guidance, the analysis provided in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report (Metro 2021b) does not identify the recreational uses within the park such as ball fields and courts as noise sensitive; therefore, Fred Roberts Recreation Center was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the recreation center.

Impairment of aesthetic features

The proximity of Alternatives 1 and 2 would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a recreation center. As noted in Section 4.1 of the Final Visual and Aesthetic Impact Analysis Report, there are no scenic resources or sensitive viewers identified at Fred Roberts Recreation Center. The park is located within the Industrial Landscape Unit, as described in Section 5.2.1 of the report, and the project components were determined to be compatible for the landscape unit; therefore, the change in visual quality would be neutral and no adverse visual effects are expected in this landscape unit.

Restricted access

Alternatives 1 and 2 would not result in restricted access that substantially diminishes the utility of the public park and recreation areas. As noted in Section 5.2.1 of the Final Parklands and Community Facilities Impact Analysis Report, the Project would not result in the loss of parking or restriction in vehicle or pedestrian access to the Section 4(f) property.

Vibration impacts

The vibration impact from construction or operation of Alternatives 1 and 2 would not substantially impair the use of the Section 4(f) property. As described in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, vibration levels at the Fred Roberts Recreation Center are not predicted to exceed the FTA vibration impact threshold. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.2.4 Section 4(f) Use Summary

There is no Section 4(f) use of the Fred Roberts Recreation Center property by the Project because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use). Alternatives 3 and 4 would have no

Section 4(f) use of the Fred Roberts Recreation Center because these alternatives are not in close proximity to the recreation center.

5.3.3 Lillian Street Elementary School

5.3.3.1 Permanent Incorporation

Lillian Street Elementary School has playground areas located approximately 320 feet from Alternatives 1, 2, and 3 (Figure 5-12). The Project would not require any school property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.3.2 Temporary Occupancy

The recreation areas protected by Section 4(f) would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.3.3 Constructive Use

While the school property is located approximately 50 feet from the aerial and at-grade track features for Alternatives 1, 2, and 3, the playground areas are approximately 320 feet from the alignment and the proximity impacts are not so severe that the protected recreation activities, features, or attributes that qualify the public school playground property for protection under Section 4(f) are substantially impaired. No other constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

According to the analysis provided in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, the school property was identified as a noise-sensitive property (FTA Noise Category 3 Land Use). Table 5.6 of that report indicates that the Lillian Street Elementary School property is not predicted to exceed the FTA noise impact threshold as a result of the Project. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the school playground.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as publicly available recreation space on a school property. As noted in Section 4.1 of the Final Visual and Aesthetic Impact Analysis Report, there are no scenic resources or sensitive viewers identified at Lillian Street Elementary School. The school is located within the Industrial Landscape Unit, as described in Section 5.2.1 of the report, and the project components were determined to be compatible for the landscape unit; therefore, the change in visual quality would be neutral and no adverse visual effects are expected.

Restricted access

The Project would not restrict access to the publicly available recreational uses on the school property. As noted in Section 5.2.3.1 and Section 5.2.3.2 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated.

Figure 5-12. Lillian Street Elementary School



Source: WSP 2020

Vibration impacts

The vibration impact from construction or operation of the Project would not substantially impair the use of the Section 4(f) property. As noted in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report and as indicated in Table 5.8 of that report, vibration levels at Lillian Street Elementary School would not exceed the FTA vibration impact threshold; therefore, Lillian Street Elementary School would not be affected by groundborne vibration. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.3.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Lillian Street Elementary School recreational property by Alternatives 1, 2, or 3 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use). Alternative 4 would have no Section 4(f) use of Lillian Street Elementary School because the alternative is not in close proximity to the school playground.

5.3.4 San Antonio Elementary School

5.3.4.1 Permanent Incorporation

Alternatives 1, 2, and 3 would require acquisition of a portion of the San Antonio Elementary School property to construct a grade crossing for the at-grade track just north of the school property. The partial acquisition of the school property does not include the area with recreational use. Figure 5-13 shows the school property boundary, the boundary of the recreation areas on the property that are protected by Section 4(f), and the partial acquisition required for the grade crossing and separation for the at-grade track. The playground and recreation area of the school, which is the property protected by Section 4(f), is approximately 75 feet from the property that would be required for grade crossing improvements and approximately 270 feet from the alignment. The recreation area, which is the Section 4(f)-protected property, would not be permanently incorporated into the Project.

5.3.4.2 Temporary Occupancy

The recreation area protected by Section 4(f) would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.4.3 Constructive Use

While the school property would require limited acquisition for Alternatives 1, 2, and 3, the playground areas are approximately 270 feet from the alignment and the proximity impacts are not so severe that the protected recreation activities, features, or attributes that qualify the public school playground property for protection under Section 4(f) are substantially impaired. No other constructive use of the property would occur as defined in CFR 774.15 and as described in the following subsections.

Figure 5-13. San Antonio Elementary School



Source: WSP 2020

Noise level increase

According to the analysis provided in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, the school property was identified as a noise-sensitive property (FTA Noise Category 3 Land Use). Table 5.6 of that report indicates that the San Antonio Elementary School property would not exceed the FTA noise impact threshold as a result of the Project. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the school playground.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as publicly available recreation space on a school property. As noted in Section 4.1 of the Final Visual and Aesthetic Impact Analysis Report, there are no scenic resources or sensitive viewers identified at San Antonio Elementary School. The school is located within the Industrial and Residential Landscape Unit, as described in Section 5.2.1 of the report, and the project components were determined to be compatible for the landscape unit; therefore, the change in visual quality would be neutral and no adverse visual effects are expected in this landscape unit and no adverse visual effects are expected in this landscape unit.

Restricted access

The Project would not restrict access to the publicly available recreational uses on the school property. As noted in Section 5.2.3.1 and Section 5.2.3.2 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated.

Vibration impacts

As described in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration from construction and operation of the project would not adversely affect San Antonio Elementary School. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.4.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the San Antonio Elementary School recreational property by Alternatives 1, 2, or 3 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use). Alternative 4 would have no Section 4(f) use of San Antonio Elementary School because the alternative is not in close proximity to the school playground.

5.3.5 Salt Lake Park

5.3.5.1 Permanent Incorporation

Salt Lake Park is located adjacent to the existing railroad right-of-way and approximately 70 feet from Alternatives 1, 2, and 3 (Figure 5-14). The Project would not require any parkland property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project. Currently a portion of the railroad right-of-way is used for vehicle parking by visitors to the Salt Lake Park Community Center. There is no record of official property easement or lease for that use of the right-of-way.

5.3.5.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.5.3 Constructive Use

While the parkland property is located approximately 70 feet from the at-grade track feature of the Project, the proximity impacts are not so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational uses within the park such as ball fields, baseball diamond and recreation facility are not noise sensitive; therefore, Salt Lake Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.1 of the Final Visual and Aesthetic Impact Analysis Report, the park itself is identified as a scenic resource to the surrounding area, with the park users being the sensitive viewers. The park is located within the Industrial and Residential Landscape Unit, as described in Section 5.2.1 of the report, and the project components were determined to be compatible for the landscape unit; therefore, the change in visual quality would be neutral, with no change in topography and no alteration or obstruction of views of Salt Lake Park, which was identified as a scenic resource for the landscape unit. Therefore, adverse visual effects would not occur.

Figure 5-14. Salt Lake Park



Source: WSP 2020

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.2.1 of the Final Parklands and Community Facilities Impact Analysis Report, the Project would result in the loss of approximately 114 off-site parking spaces located within the San Pedro Subdivision right-of-way that were developed by the City of Huntington Park and used by Salt Lake Park Community Center visitors. There is no record of official property easement or lease for that use of the right-of-way. Removal of the off-site parking spaces would not result in an adverse effect on park access or the recreational use of the park. No other restriction of vehicle or pedestrian access to the Section 4(f) property is anticipated. In addition, the Project would provide another mode of access to and from the park and recreation center.

Vibration impacts

As described in Section 5.2.3.1 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration from construction and operation of the project would not adversely affect Salt Lake Park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.5.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Salt Lake Park property by Alternatives 1, 2, or 3 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use). Alternative 4 would have no Section 4(f) use of Salt Lake Park because the alternative is not in close proximity to the park.

5.3.6 Legacy High School Complex

5.3.6.1 Permanent Incorporation

The Legacy High School Complex sports fields are located approximately 140 feet from Alternatives 1, 2, and 3 (Figure 5-15). Alternatives 1, 2, and 3 would not require any school property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.6.2 Temporary Occupancy

The recreational areas protected by Section 4(f) would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.6.3 Constructive Use

While the school property is located approximately 140 feet from the aerial and at-grade track features of Alternatives 1, 2, and 3, the proximity impacts are not so severe that the protected recreation activities, features, or attributes that qualify the public school property for protection under Section 4(f) would be substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Figure 5-15. Legacy High School Complex



Source: WSP 2020

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational areas of the school property, located near the Project, were not identified as a sensitive noise receptor; therefore, the Legacy High School Complex was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the recreational area's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the sports fields.

Impairment of aesthetic features

The proximity of the Project does not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as publicly available recreation space on a school property. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, there are no scenic resources or sensitive viewers identified at Legacy High School. The school is located within the Suburban Residential and Industrial Landscape Unit, as described in Section 5.3.1 of the report, and the project components were determined to be compatible for the landscape unit; therefore, the change in visual quality would be neutral and no adverse visual effects are expected in this landscape unit and no adverse visual effects are expected.

Restricted access

The Project would not restrict access to the publicly available recreational uses on the school property. As noted in Section 5.3.3.3 of the Final Parklands and Community Facilities Impact Analysis Report, Alternatives 1, 2, and 3 would not affect vehicle or pedestrian access to community facilities.

Vibration impacts

The vibration impact from construction or operation of the Project would not substantially impair the use of the Section 4(f) property. As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the Legacy High School Complex. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.6.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Legacy High School Complex recreational property by Alternatives 1, 2, or 3 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section

4(f) with implementation of mitigation (no constructive use). Alternative 4 would have no Section 4(f) use of the Legacy High School Complex because the alternative is not in close proximity to the school playground.

5.3.7 Hollydale Community Center/Park

5.3.7.1 Permanent Incorporation

Hollydale Community Center/Park is located approximately 10 feet from Alternatives 1, 2, 3, and 4 (Figure 5-16). Alternatives 1, 2, 3, and 4 would not require any property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.7.2 Temporary Occupancy

Alternatives 1, 2, 3, and 4 would not require temporary occupancy of parkland property for right-of-entry, project construction, TCEs, or other temporary use.

5.3.7.3 Constructive Use

While the Hollydale Community Center/Park property is located approximately 10 feet from the at-grade track of the Project, the proximity impacts are not so severe that the protected activities, features, or attributes that qualify the community center property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

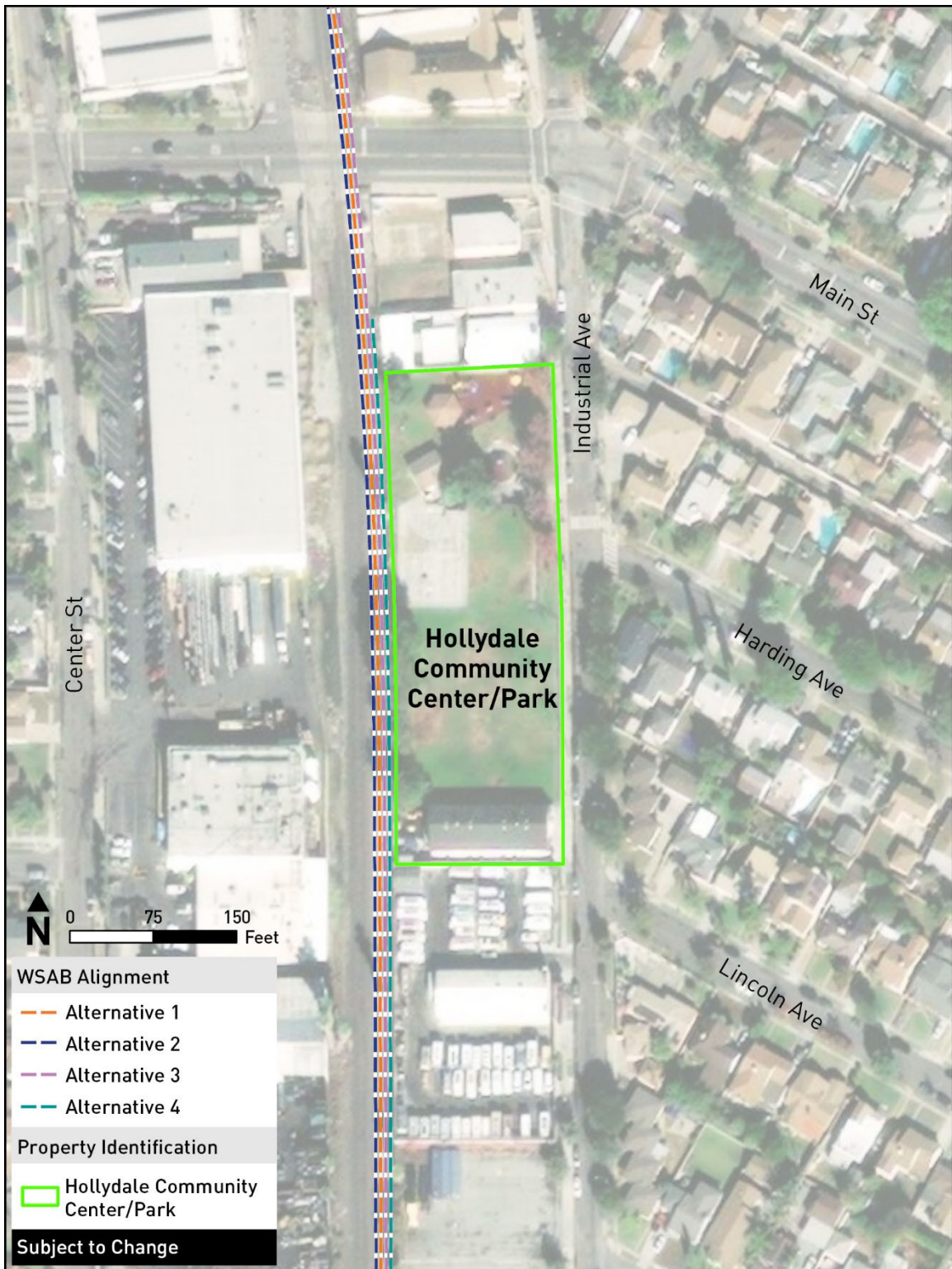
Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational areas of the community center, located near the Project, were not identified as a sensitive noise receptor; therefore, the Hollydale Community Center/Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project does not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as publicly available recreation space on the park property. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the Hollydale Community Center/Park is identified as a scenic resource, with residents and park users being the sensitive viewers. The community center and park are located within the Industrial Landscape Unit, as described in Section 5.3.1 of the report. Although the Build Alternatives would be visible at Hollydale Community Center/Park, the Build Alternatives' alignment would not obstruct public views of or alter the visual character and quality of the park since the Project would be located to the rear of the park. Adverse visual effects are not expected.

Figure 5-16. Hollydale Community Center/Park



Source: WSP 2020

Restricted access

The Project would not restrict access to the publicly available recreational uses on the park property. As noted in Section 5.3.3.3 of the Final Parklands and Community Facilities Impact Analysis Report, Alternatives 1, 2, 3, and 4 would not affect vehicle or pedestrian access to community facilities.

Vibration impacts

As described in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the Hollydale Community Center/Park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.7.4 Section 4(f) Use Summary

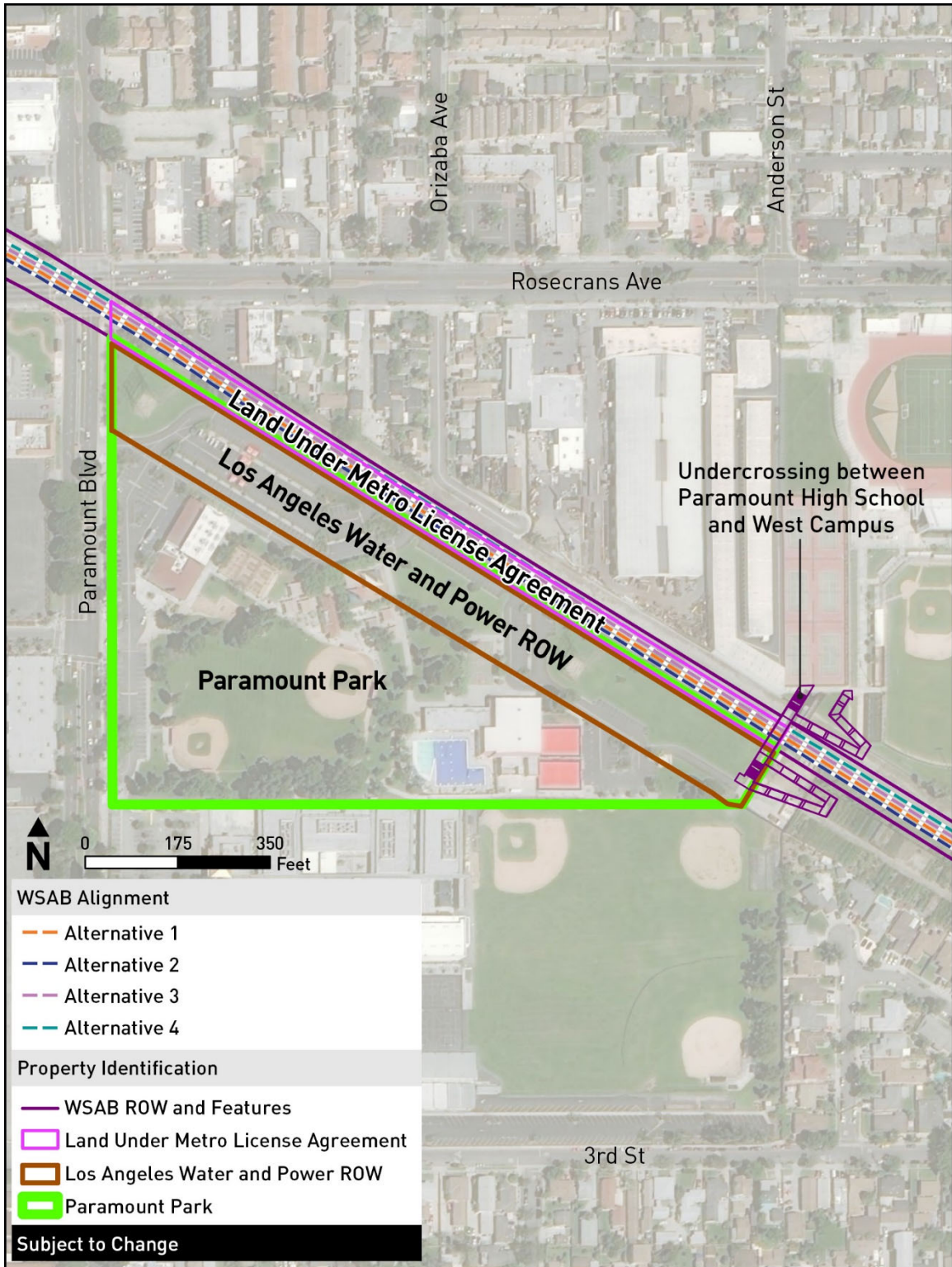
There would be no Section 4(f) use of the Hollydale Community Center property by Alternatives 1, 2, 3, or 4 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use).

5.3.8 Paramount Park

5.3.8.1 Permanent Incorporation

Paramount Park is adjacent to Alternatives 1, 2, 3, and 4 and approximately 700 feet from Paramount MSF site option. The at-grade track and aerial easements for Alternatives 1, 2, 3, and 4 require termination of a lease agreement between Metro and the City of Paramount. A 40-foot-wide parcel is currently leased to the City of Paramount by Metro for use by the City for onsite parking facilities for the Paramount Park users, lighting, and landscaping. The License Agreement A000604 (Appendix B) also acknowledges that the return of the entire right-of-way adjacent to Paramount Park is a possibility for the WSAB Project. The reversion of the leased parking area to accommodate the track alignment is not an acquisition of property from the Paramount Park Section 4(f) property, because the leased area is not subject to Section 4(f) (Figure 5-17). Separately, the City has an agreement for use of the LADWP right-of-way located between the park and the Metro right-of-way. The Project would require acquisition of approximately 7,300 square feet of land from the approximately 3.8-acre LADWP property to construct a replacement grade-separated pedestrian crossing between the Paramount High School east and west campuses. The new crossing would replace an existing overcrossing in this location, but it would require additional space to upgrade the crossing to meet Americans with Disability Act accessibility requirements. The Project would not require any acquisition of the approximately 9.9 acres of parkland in City of Paramount ownership.

Figure 5-17. Paramount Park



Source: WSP 2020

The acquisition area includes part of an open grassy area and a currently fenced maintenance and storage area adjacent to the park's fenced southeastern boundary with the Paramount High School West Campus and the continuation of the LADWP property beyond the area leased by the City adjacent to Paramount Park. The acquisition constitutes approximately 1 percent of the Section 4(f)-protected land within Paramount Park. The acquisition area is not used for any of the activities, features, or attributes identified as significant for the park (playgrounds, handball courts, baseball diamonds, basketball court, picnic shelters/ barbecues, gymnasium, walking path, restrooms, and swimming pool). Because the acquisition would not adversely affect the activities, features, or attributes qualifying a park for protection under Section 4(f), and the acquired area would be used to provide improved safe access for students between Paramount High School's main and west campuses, FTA has made a preliminary determination that the acquisition of land from the LADWP property would have a *de minimis* impact on Paramount Park. This finding is made dependent on concurrence by the City of Paramount Community Services and Recreation Department.

5.3.8.2 Temporary Occupancy

The Project would not require temporary occupancy of parkland property for right-of-entry, project construction, TCEs, or other temporary use beyond what is needed for the pedestrian undercrossing and already considered in the *de minimis* impact determination.

5.3.8.3 Constructive Use

While the Project would incorporate land from the LADWP right-of-way, it would not acquire land from the portion of Paramount Park owned by the City of Paramount. The proximity impacts from the Project would not be so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) would be substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report (Metro 2021b), the active recreational uses within the park such as ball fields and courts are not noise sensitive; therefore, Paramount Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project does not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, Paramount Park is identified as a scenic resource, with park users being the sensitive viewers. The park is located within the Suburban Residential and Industrial Landscape Unit, as described in Section 5.3.1 of the report. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be

compatible with the visual character, and viewer groups in this landscape unit would be insensitive to visual changes associated with the Project. The Project would not obstruct views of or alter the visual character and quality of Paramount Park; therefore, adverse visual effects are not expected.

Restricted access

The Project does not restrict access to the public park and recreation areas. As noted in Section 5.3.1.2 and Section 5.3.1.3 of the Final Parklands and Community Facilities Impact Analysis Report, the City of Paramount leased parking located on the LADWP property along the northern boundary of Paramount Park that would be affected as a result of the lease termination to accommodate the track alignment and permanent aerial easement for the aerial track alignment. However, the onsite parking would be maintained to the extent feasible and onsite parking access from Paramount Boulevard would not be affected. Adequate onsite parking would be available to park users and, therefore, the impact would not substantially diminish the utility of the park and its uses. The Project would not affect vehicle or pedestrian access to community facilities, and the partial property acquisition of the LADWP property would not affect the existing vehicle access and pedestrian access to the park, nor does the Project impact the existing access from Paramount Boulevard. In addition, the Project would provide another mode of access to and from the park.

Vibration impacts

As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect Paramount Park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.8.4 Section 4(f) Use Summary

Based on the discussion above, Alternatives 1, 2, 3, and 4 would result in permanent incorporation and temporary occupancy within portions of the LADWP property that function as a portion of Paramount Park. The Section 4(f) use of this property would not adversely affect the features, activities, or attributes that qualify the property for protection under Section 4(f). FTA has preliminarily determined that Alternatives 1, 2, 3, and 4 would have a *de minimis* impact on Paramount Park for both temporary and permanent impacts. These preliminary determinations are pending concurrence from the City of Paramount Community Services and Recreation Department.

5.3.9 Ruth R. Caruthers Park

5.3.9.1 Permanent Incorporation

Ruth R. Caruthers Park is located approximately 20 feet from Alternatives 1, 2, 3, and 4 (Figure 5-18). The Build Alternatives would not require any park property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

Figure 5-18. Ruth R. Caruthers Park



Source: WSP 2020

5.3.9.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.9.3 Constructive Use

The parkland property is located approximately 20 feet from the at-grade track alignment. The proximity impacts are not so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational uses at the park such as the ballfields, skate park, and fitness center were not identified as noise sensitive; therefore, Ruth R. Caruthers Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the park is a scenic resource with sensitive viewers identified as users of the Bellflower Bike Trail and residents. The park is located within the Suburban Residential Landscape Unit, as described in Section 5.3.1 of the report. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the visual character, and viewer groups in this landscape unit would be insensitive to visual changes associated with the Project. The Project would not obstruct views of or alter the visual character and quality of Ruth R. Caruthers Park; therefore, adverse visual effects are not expected.

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.3.1.2 and Section 5.3.1.3 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated.

Vibration impacts

As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.9.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Ruth R. Caruthers Park property by Alternatives 1, 2, 3, or 4 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use).

5.3.10 Rosewood Park

5.3.10.1 Permanent Incorporation

Rosewood Park is located approximately 30 feet from Alternatives 1, 2, 3, and 4 (Figure 5-19). The Build Alternatives would not require any park property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.10.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

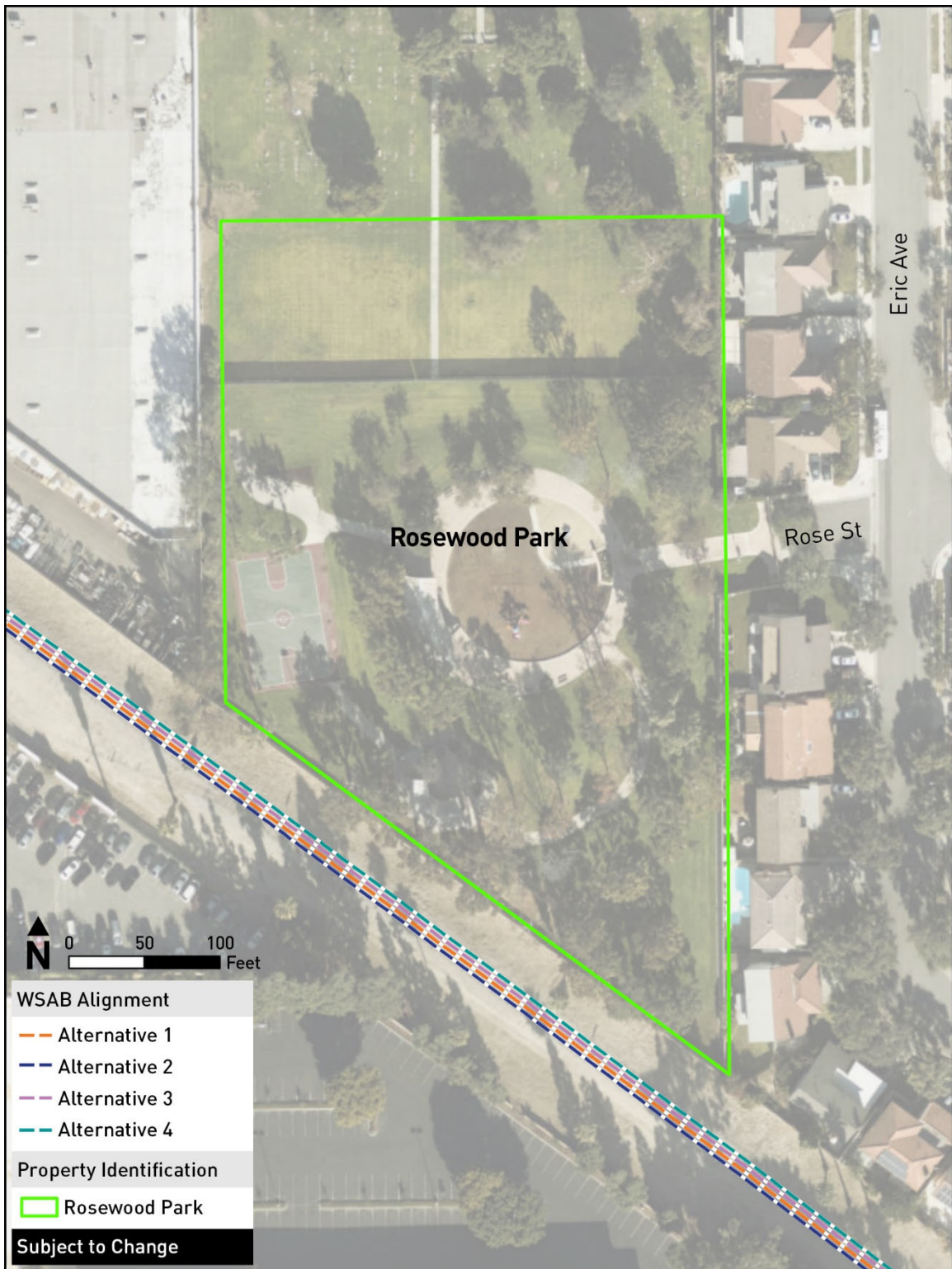
5.3.10.3 Constructive Use

The parkland property is located approximately 30 feet from the at-grade track alignment and 170 feet from the TPSS facility. The proximity impacts are not so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational uses at the park such as the ball court, playfields, and playground were not identified as noise sensitive; therefore, Rosewood Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Figure 5-19. Rosewood Park



Source: WSP 2020

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the park is a scenic resource with no sensitive viewers identified. The park is located within the Suburban Residential Landscape Unit, as described in Section 5.3.1 of the report. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the visual character, and viewer groups in this landscape unit would be insensitive to visual changes associated with the Project. The Project would not obstruct views of or alter the visual character and quality of Rosewood Park; therefore, adverse visual effects are not expected.

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.3.1.2 and Section 5.3.1.3 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated.

Vibration impacts

As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.10.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Rosewood Park property by Alternatives 1, 2, 3, or 4 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use).

5.3.11 Artesia Park

5.3.11.1 Permanent Incorporation

Artesia Park is located approximately 130 feet from Alternatives 1, 2, 3, and 4 (Figure 5-20). The Build Alternatives would not require any park property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.11.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

Figure 5-20. Artesia Park



Source: WSP 2020

5.3.11.3 Constructive Use

The parkland property is located approximately 30 feet from the grade crossing and 90 feet from the at-grade track associated with the Build Alternatives. The proximity impacts would not be so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational uses at the park such as the ball fields and tennis courts were not identified as noise sensitive; therefore, Artesia Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park's Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the park is not identified as a scenic resource with sensitive viewers. The park is located within the Suburban Residential Landscape Unit, as described in Section 5.3.1 of the report. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the visual character, and viewer groups in this landscape unit would be insensitive to visual changes associated with the Project. The Project would not obstruct views of or alter the visual character and quality of Artesia Park; therefore, adverse visual effects are not expected.

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.3.1.2 and Section 5.3.1.3 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated. In addition, the Project would provide another mode of access to and from the publicly available recreational uses on the property.

Vibration impacts

As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.11.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Artesia Park property by Alternatives 1, 2, 3, or 4 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use).

5.3.12 Flora Vista Dog Park

5.3.12.1 Permanent Incorporation

Flora Vista Dog Park is located approximately 30 feet from Alternatives 1, 2, 3, and 4 and immediately east of the Bellflower MSF Site Option (Figure 5-21). The Build Alternatives and the Bellflower MSF Site Option would not require any park property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.12.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

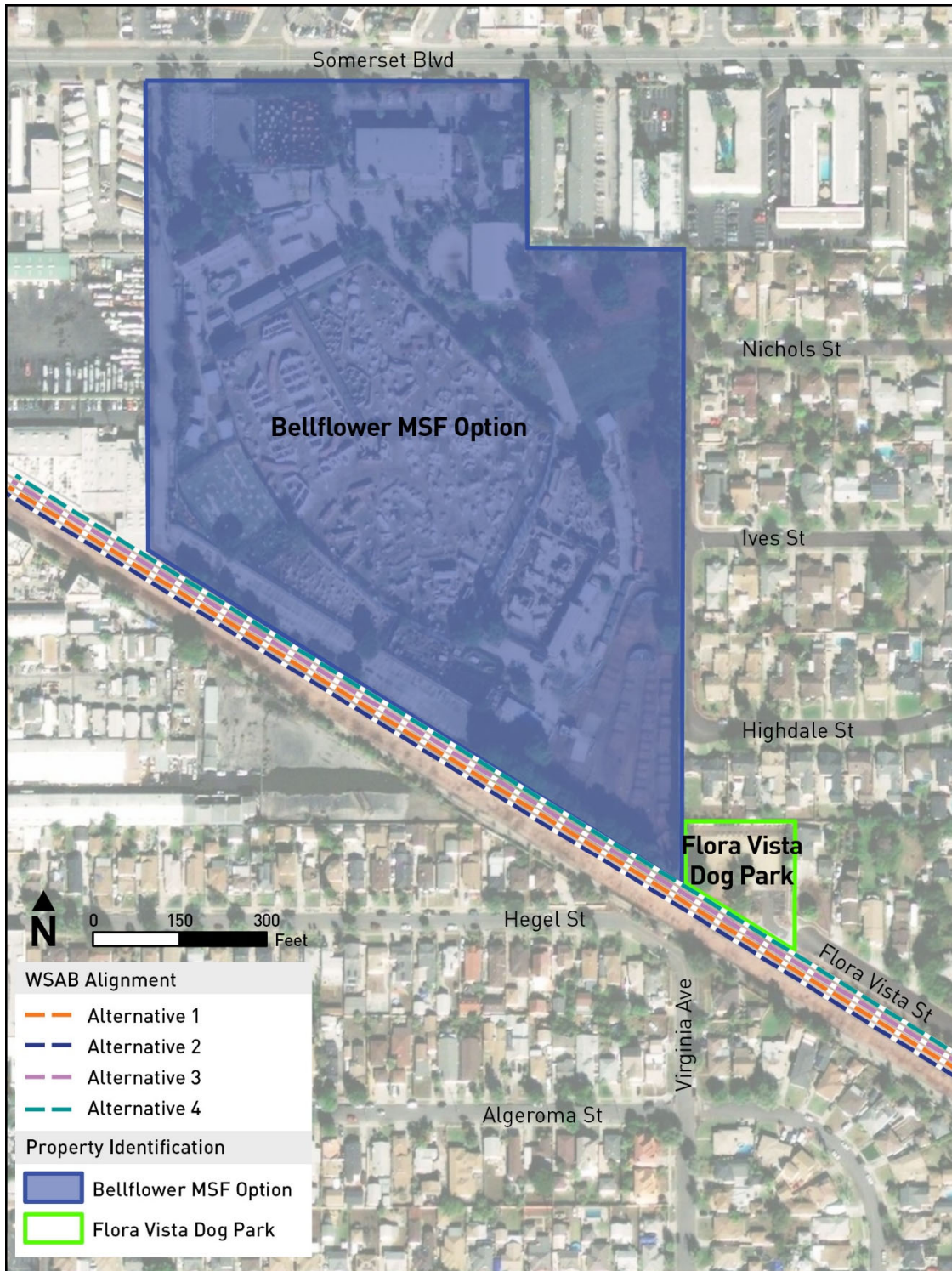
5.3.12.3 Constructive Use

The parkland property is located approximately 30 feet from Alternatives 1, 2, 3, and 4 and immediately east of the Bellflower MSF Site Option. The proximity impacts would not be so severe that the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) are substantially impaired. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per FTA guidance, most parks used primarily for active recreation, such as sports complexes and bike or running paths, are not noise sensitive (FTA 2018). According to the analysis provided in Section 5.3.2.1 of the Final Noise and Vibration Impact Analysis Report, the active recreational use at the park, off-leash dog play, was not identified as noise sensitive (FTA Noise Category 3 Land Use); this determination is consistent with the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018), “parks used primarily for active recreation such as sports complexes and bike or running paths are not considered noise-sensitive.” Therefore, Flora Vista Dog Park was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the park’s Section 4(f) protection. Construction noise mitigation measure NOI-8 would generally reduce construction noise levels to within the FTA construction noise criteria; temporary short-term exceedances of the criteria could occur (Metro 2021b) but would not be of such magnitude or duration to substantially impair use of the park.

Figure 5-21. Flora Vista Dog Park



Source: WSP 2020

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public park and recreation center. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the park is not identified as a scenic resource with sensitive viewers. The park is located within the Suburban Residential Landscape Unit, as described in Section 5.3.1 of the report. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the visual character, and viewer groups in this landscape unit would be insensitive to visual changes associated with the Project. The Project would not obstruct views of or alter the visual character and quality of Flora Vista Dog Park; therefore, adverse visual effects are not expected in this landscape unit.

Restricted access

The Project would not restrict access to the public park and recreation areas. As noted in Section 5.3.1.2 and Section 5.3.1.3 of the Final Parklands and Community Facilities Impact Analysis Report, no restriction of vehicle or pedestrian access to community facilities is anticipated. In addition, the Project would provide another mode of access to and from the publicly available recreational uses on the property.

Vibration impacts

Off-leash dog play, the primary use of Flora Vista Dog Park, is not a vibration-sensitive use. As noted in Section 5.3.2.2 of the Final Noise and Vibration Impact Analysis Report, groundborne vibration would not adversely affect the park. As described in Section 8.3.6 of that report, with mitigation, construction vibration would not exceed damage risk thresholds.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.12.4 Section 4(f) Use Summary

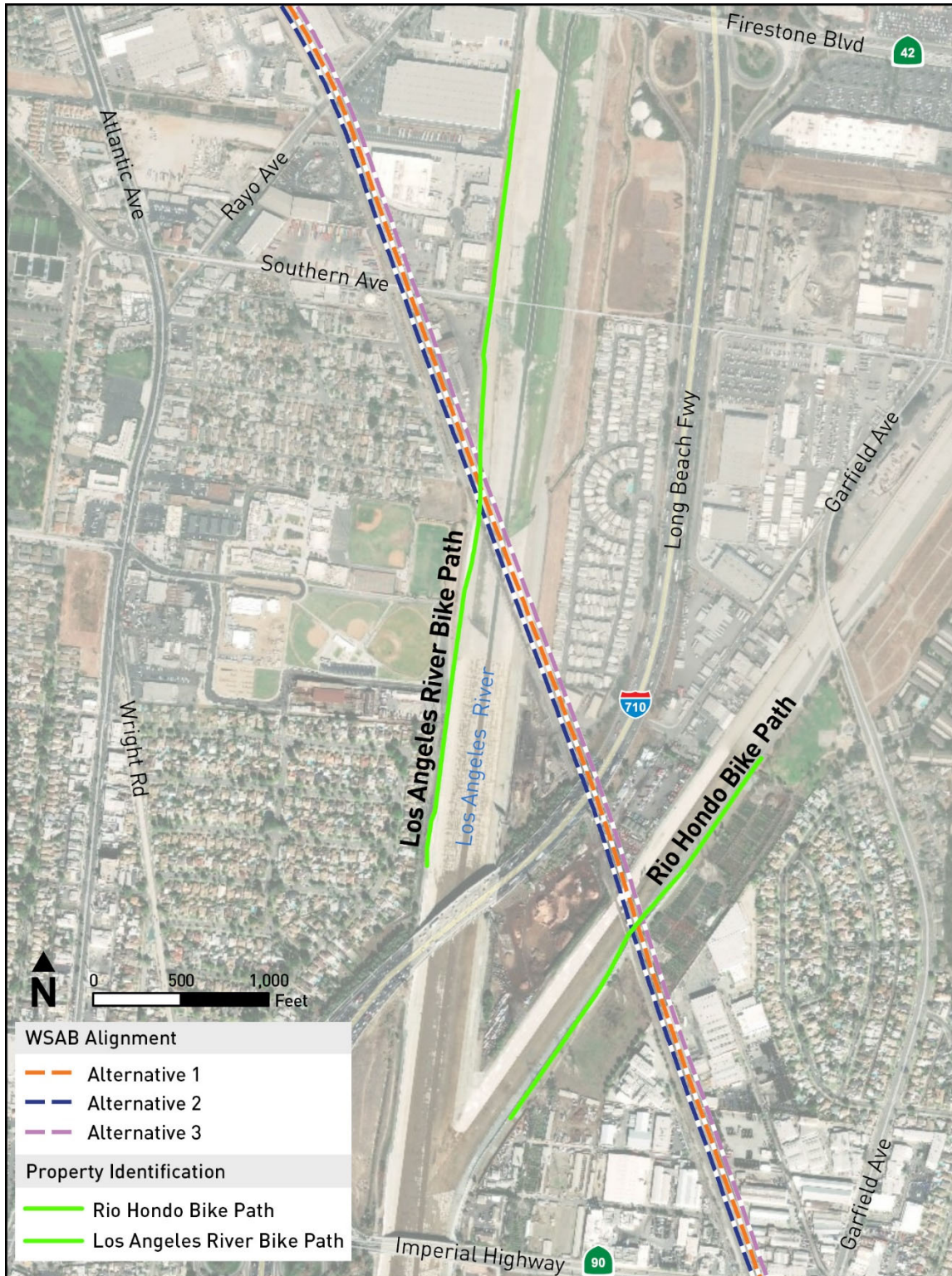
There would be no Section 4(f) use of the Flora Vista Dog Park property by Alternatives 1, 2, 3, or 4 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment of the protected activities, features, or attributes that qualify the park property for protection under Section 4(f) with implementation of mitigation (no constructive use).

5.3.13 Los Angeles River Bike Path

5.3.13.1 Permanent Incorporation

Alternatives 1, 2, and 3 would cross over the Los Angeles River Bike Path in the existing freight rail right-of-way (Figure 5-22). The Project would not require acquisition of land from Los Angeles County within the boundaries of the Los Angeles River Bike Path; therefore, no Section 4(f) property would be permanently incorporated into the Project.

Figure 5-22. Los Angeles River and Rio Hondo Bike Paths



Source: WSP 2020

5.3.13.2 Temporary Occupancy Exception

The Project would require a temporary easement during construction to safely construct a crossing above the bike path. Pending consultation with the Los Angeles County Department of Public Works, the FTA has made a preliminary finding that the temporary occupancy exception applies to the Los Angeles River Bike Path based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary? The bike path would be closed, and a detour would be provided only for the period of time needed to construct the elevated crossing above the bike path. This would be less than the duration of construction for the Project. Detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1).

Is the scope of work minor? Crossing over the Los Angeles River Bike Path would constitute a very small (less than 1 percent) portion of the Project and a similarly small portion of the entire Los Angeles River Bike Path. The only work that would affect the bike path is the construction of the guideway above the bike path.

Are there any anticipated permanent adverse physical impacts, or interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Once the guideway is constructed, regular recreational use of the bike path can occur and would not be affected by the guideway. During construction, detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1) to maintain the Section 4(f)-protected recreational activities.

Will the land being used be fully restored?

No damage is expected. Any damage to the bike path, such as damaged pavement, would be fully restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.2, the FTA and Metro have consulted with the County of Los Angeles Department of Public Works regarding ownership and maintenance of the bike path and will continue to coordinate during planning and construction. Prior to completion of the Final Section 4(f) Analysis, Metro will confirm with the County of Los Angeles Department of Public Works that it is in agreement with the FTA's assessment of temporary occupancy.

5.3.13.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, 23 CFR 774.15(e)(1) identifies that constructive use occurs when “[t]he projected noise level increase attributable to the project substantially interferes with the use and enjoyment of a noise-sensitive facility of a property protected by Section 4(f), such as: [h]earing the performances at an outdoor amphitheater; [s]leeping in the sleeping area of a campground; [e]njoyment of a historic site where a quiet setting is a generally recognized feature or attribute of the site's significance; [e]njoyment of an urban park where serenity and quiet are significant attributes; or [v]iewing wildlife in an area of a wildlife and waterfowl refuge intended for such viewing.” None of these cases are present for the Los Angeles River Bike Path.

Per the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018), “parks used primarily for active recreation such as sports complexes and bike or running paths are not considered noise-sensitive”; therefore, the Los Angeles River Bike Path was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the path’s Section 4(f) protection.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public bike path. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the path is not identified as a scenic resource with sensitive viewers. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the existing visual character, including freeway and rail bridges and viewer groups in the landscape unit would be insensitive to visual changes associated with the Project. Therefore, adverse visual effects are not expected.

Restricted access

The Project would not result in long-term restricted access that substantially diminishes the utility of the bike path.

Vibration impacts

Bicycle and pedestrian use of the Los Angeles River Bike Path is not vibration sensitive. Construction or operation vibration would not impair use of the trail.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.13.4 Section 4(f) Use Determination

FTA has made a preliminary determination that there would be a Section 4(f) temporary occupancy exception of the Los Angeles River Bike Path property with Alternatives 1, 2, and 3, pending final concurrence of the County of Los Angeles Department of Public Works. Alternative 4 would have no Section 4(f) use of the Los Angeles River Bike Path because this alternative is not in close proximity to the resource.

5.3.14 Rio Hondo Bike Path

5.3.14.1 Permanent Incorporation

Alternatives 1, 2, and 3 would cross over the Rio Hondo Bike Path in the existing freight rail right-of-way (Figure 5-22). The Project would not require acquisition of land from Los Angeles County within the boundaries of the Rio Hondo Bike Path; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.14.2 Temporary Occupancy Exception

The Project would require a TCE during construction to safely construct a crossing above the bike path. Pending consultation with the Los Angeles County Department of Public Works, the FTA has made a preliminary finding that the temporary occupancy exception applies to the Rio Hondo Bike Path based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

The bike path would be closed, and a detour would be provided only for the period of time needed to construct the elevated crossing above the bike path. This would be less than the duration of construction for the Project. Detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1).

Is the scope of work minor?

Crossing over the Rio Hondo Bike Path would constitute a very small (less than 1 percent) portion of the Project and a similarly small portion of the entire Rio Hondo Bike Path. The only work that would affect the bike path is the construction of the guideway above the bike path.

Are there any anticipated permanent adverse physical impacts, or is there interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Once the guideway is constructed, regular recreational use of the bike path can occur and would not be affected by the guideway. During construction, detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1) to maintain the Section 4(f)-protected recreational activities.

Will the land being used be fully restored?

No damage is expected. Any damage to the bike path, such as damaged pavement, would be fully restored.

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.2, the FTA and Metro have consulted with the County of Los Angeles Department of Public Works regarding ownership and maintenance of the bike path and will continue to coordinate during planning and construction. Prior to completion of the Final Section 4(f) Analysis, Metro will confirm with the County of Los Angeles Department of Public Works that it is in agreement with the FTA's assessment of temporary occupancy.

5.3.14.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018), “parks used primarily for active recreation such as sports complexes and bike or running paths are not considered noise-sensitive”; therefore, the Rio Hondo Bike Path was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the path's Section 4(f) protection.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public bike path. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the path is not identified as a scenic resource with sensitive viewers. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the existing visual character, including freeway and rail bridges and viewer groups in the landscape unit would be insensitive to visual changes associated with the Project. Therefore, adverse visual effects are not expected.

Restricted access

The Project would not result in long-term restricted access that substantially diminishes the utility of the bike path.

Vibration impacts

Bicycle and pedestrian use of the Rio Hondo Bike Path is not vibration sensitive. Construction or operation vibration would not impair use of the trail.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.14.4 Section 4(f) Use Determination

FTA has made a preliminary determination that there would be a Section 4(f) temporary occupancy exception of the Rio Hondo Bike Path property with Alternatives 1, 2, and 3, pending final concurrence of the County of Los Angeles Department of Public Works. Alternative 4 would have no Section 4(f) use of the Rio Hondo Bike Path because this alternative is not in close proximity to the resource.

5.3.15 San Gabriel River Mid-Trail

5.3.15.1 Permanent Incorporation

Alternatives 1, 2, 3, and 4 would cross over the San Gabriel River Mid-Trail in the existing freight rail right-of-way (Figure 5-23). The Project would not require acquisition of land from Los Angeles County within the boundaries of the San Gabriel River Mid-Trail; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.15.2 Temporary Occupancy Exception

The Project would require a temporary easement during construction to safely construct a crossing above the bike path. Pending consultation with the Los Angeles County Department of Public Works, the FTA has made a preliminary finding that the temporary occupancy exception applies to the San Gabriel River Mid-Trail based on 23 CFR Section 774.13 that a temporary occupancy of a property does not constitute a use of a Section 4(f) resource when all the following conditions are satisfied:

Is the duration temporary?

The bike path would be closed, and a detour would be provided only for the period of time needed to construct the elevated crossing above the bike path. This would be less than the duration of construction for the Project. Detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1).

Is the scope of work minor?

Crossing over the San Gabriel River Mid-Trail would constitute a very small (less than 1 percent) portion of the Project and a similarly small portion of the entire San Gabriel River Mid-Trail. The only work that would affect the bike path is the construction of the guideway above the bike path.

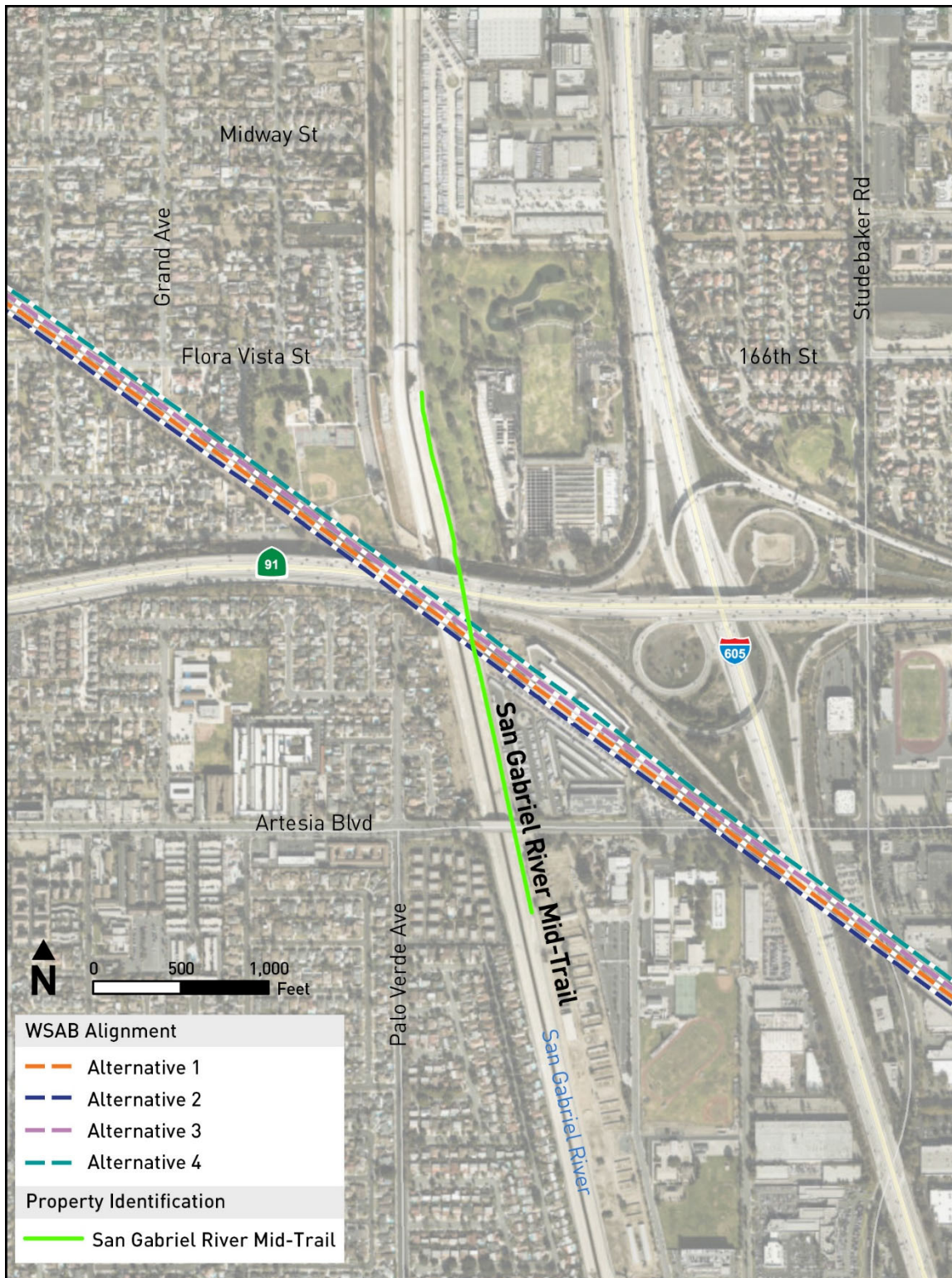
Are there any anticipated permanent adverse physical impacts, or is there interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis?

Once the guideway is constructed, regular recreational use of the bike path can occur and would not be affected by the guideway. During construction, detours would be provided as outlined in Mitigation Measure TRA-20 Transportation Management Plan(s) and communicated to trail users per COM-1 (Table 8.1) to maintain the Section 4(f)-protected recreational activities.

Will the land being used be fully restored?

No damage is expected. Any damage to the bike path, such as damaged pavement, would be fully restored.

Figure 5-23. San Gabriel River Mid-Trail



Source: WSP 2020

Is there documented agreement of the official(s) having jurisdiction over the Section 4(f) resource regarding the above conditions?

As discussed in Section 9.2, the FTA and Metro have consulted with the County of Los Angeles Department of Public Works regarding ownership and maintenance of the bike path and will continue to coordinate during planning and construction. Prior to completion of the Final Section 4(f) Analysis, Metro will confirm with the County of Los Angeles Department of Public Works that it is in agreement with the FTA's assessment of temporary occupancy.

5.3.15.3 Constructive Use

A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired [23 CFR 774.15(a)]. No constructive use of the property would occur as defined in CFR 774.15 and described in the following subsections.

Noise level increase

As discussed in Section 1.2.3, constructive use for noise only occurs if the park is a noise-sensitive facility. Per the FTA *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018), "parks used primarily for active recreation such as sports complexes and bike or running paths are not considered noise-sensitive"; therefore, the San Gabriel River Mid-Trail was not evaluated for noise impacts and the acoustical environment is not a qualifying feature of the path's Section 4(f) protection.

Impairment of aesthetic features

The proximity of the Project would not impair aesthetic features or attributes of the Section 4(f) property that contribute to its value as a public bike path. As noted in Section 4.2 of the Final Visual and Aesthetic Impact Analysis Report, the path is not identified as a scenic resource with sensitive viewers. Overall, the change in visual quality in this landscape unit would be neutral since the Project would be compatible with the existing visual character, including freeway and rail bridges and viewer groups in the landscape unit would be insensitive to visual changes associated with the Project. Therefore, adverse visual effects are not expected in this landscape unit.

Restricted access

The Project would not result in long-term restricted access that substantially diminishes the utility of the bike path.

Vibration impacts

Bicycle and pedestrian use of the San Gabriel River Mid-Trail is not vibration sensitive. Construction or operation vibration would not impair use of the trail.

Ecological intrusion

The Section 4(f) property does not provide ecological value (wildlife habitat or waterfowl refuge) that would be diminished by the Project.

5.3.15.4 Section 4(f) Use Determination

FTA has made a preliminary determination that there would be a Section 4(f) temporary occupancy exception of the San Gabriel River Mid-Trail property with Alternatives 1, 2, 3, and 4 pending final concurrence of the County of Los Angeles Department of Public Works.

5.3.16 Urban Orchard Park (Planned)

As described in Section 4.2.28, the City of South Gate began development of a new park. Phase 1, a 7-acre parcel, is at a stage of commitment where it is subject to Section 4(f) protection as a formally designated planned park (Figure 5-24). As described in Section 4.2.28, the identified future phases (Figure 5-24) are not formally designated in a master plan or equivalent official document and are not subject to Section 4(f).

5.3.16.1 Permanent Incorporation

Phase 1 of Urban Orchard Park is located 2,000 feet from Alternatives 1, 2, and 3 (Figure 5-24). The Project would not require any parkland property acquisition; therefore, no Section 4(f) property would be permanently incorporated into the Project.

5.3.16.2 Temporary Occupancy

The parkland property would not require temporary occupancy for right-of-entry, project construction, TCEs, or other temporary use.

5.3.16.3 Constructive Use

Phase 1 of Urban Orchard Park is located approximately 2,000 feet from Alternatives 1, 2, and 3. At this distance, there would not be proximity impacts that would substantially impair the protected activities, features, or attributes that qualify the planned park property for protection under Section 4(f). No constructive use of the property would occur as defined in CFR 774.15.

5.3.16.4 Section 4(f) Use Summary

There would be no Section 4(f) use of the Phase 1 Urban Orchard Park (Planned) property by Alternatives 1, 2, or 3 because permanent and temporary activities would be completed outside the resource boundaries (no permanent incorporation or temporary occupancy), and proximity impacts would not be severe or result in substantial impairment because of the Project's distance (2,000 feet) from the resource (no constructive use). Alternative 4 would have no Section 4(f) use of Urban Orchard Park (Planned) because the alternative is not in close proximity to the planned park.

Figure 5-24. Urban Orchard Park (Planned)



Source: WSP 2020

6 AVOIDANCE ALTERNATIVES

The Section 4(f) regulations define an alternative that would not require the use of any Section 4(f) property as an avoidance alternative. Feasible and prudent avoidance alternatives are those that avoid using any Section 4(f) property and do not cause other severe problems of a magnitude that substantially outweigh the importance of protecting the Section 4(f) property (23 CFR 774.17). Unless the use of a Section 4(f) property is determined to have a *de minimis* impact, FTA must determine that no feasible and prudent avoidance alternative exists before approving the use of such land (23 CFR 774.3).

Based on the draft Section 4(f) evaluation summarized in Section 5.1 of this report, the FTA has preliminarily found that Alternatives 1, 2, 3, and 4 would have no use or would be subject to either a temporary occupancy exception or a *de minimis* impact finding for all Section 4(f)-protected properties. As illustrated in Figure 1-1, and per USDOT guidance (USDOT 2012), “[a] *de minimis* impact determination [...] is not an evaluation of alternatives and no avoidance or feasible and prudent avoidance alternative analysis is required.” The West Santa Ana Branch Transit Corridor Project does not require evaluation of avoidance alternatives.

7 EVALUATION OF LEAST OVERALL HARM

In situations where FTA concludes in the individual Section 4(f) evaluation that there is no feasible and prudent avoidance alternative and there are two or more alternatives that have a greater than *de minimis* use of Section 4(f) property, a least overall harm analysis is necessary pursuant to 23 CFR 774.3(c). As illustrated in Figure 1-1, when an alternative would only have a *de minimis* impact, the requirement for evaluation of least overall harm is not required. Because each of the Build Alternatives would have no use or would be subject to either a temporary occupancy exception or a *de minimis* impact finding for all Section 4(f)-protected properties, none of the Build Alternatives would result in net harm and a least overall harm analysis is not necessary.

8 ALL POSSIBLE PLANNING TO MINIMIZE HARM

As shown in Figure 1-1, the FTA may not approve the non-*de minimis* use of Section 4(f) property unless the project includes all possible planning to minimize harm to these resources resulting from such use. Because the FTA has preliminarily determined that each incorporation of Section 4(f) property would be a *de minimis* impact, there is no requirement to demonstrate all possible planning to minimize harm. However, it was only through project planning and commitment to avoidance, minimization, and mitigation measures that the magnitude of impacts to each of the Section 4(f) properties where the Project would incorporate land would be reduced to *de minimis*. The individual *de minimis* findings for each Section 4(f) property consider the measures listed in Table 8.1 in making the finding.

Table 8.1. Project Mitigation Measures Considered in *de minimis* Findings

Mitigation Measure ID	Mitigation Measure
TRA-20	<p>Transportation Management Plan(s) (TMP)</p> <p>TMP(s) would be prepared to address construction impacts on transportation facilities as applicable under the jurisdiction of all involved cities and agencies.</p> <p>The TMP(s) would address potential impacts from construction activities on vehicular, transit, pedestrian, and bicycle access and mobility, including but not limited to: temporary lane/roadway, sidewalk, bicycle facility, and freeway ramp closures; detours; increases in traffic volumes (including regular traffic and construction traffic, construction equipment, materials delivery vehicles, waste/haul vehicles, and employee commutes); construction parking; and emergency services (e.g., fire, police, ambulances).</p> <p>The development of the TMP would be coordinated with Metro, local jurisdictions (cities and the county), agencies, and other potentially affected parties (e.g., school bus and transit operators and police, fire, and emergency services providers). The TMP(s) would identify specific TMP strategies, the party/parties responsible for implementing those strategies, the agencies and parties the TMP strategies would be coordinated with, and implementation timing.</p>

Mitigation Measure ID	Mitigation Measure
COM-1	<p data-bbox="345 285 656 317">Construction Outreach Plan</p> <p data-bbox="345 327 1300 485">Metro would develop a Construction Outreach Plan as part of Metro’s Construction Relation & Mitigation Programs in Community Relations in coordination with affected communities and businesses that would be implemented by Metro and its contractors during construction of the Project. The Construction Outreach Plan would include, but not be limited to, the following elements:</p> <ul data-bbox="345 495 1325 1146" style="list-style-type: none"> <li data-bbox="345 495 1284 558">▪ Maintain access to community assets (including, but not limited to bike trails) and neighborhoods during construction as practicable <li data-bbox="345 569 1243 632">▪ Maintain access to businesses during the operating hours of the businesses as practicable <li data-bbox="345 642 1325 737">▪ Provide signage to direct pedestrians and motorists around construction areas; around sidewalk, street, and lane closures; to entrances of businesses and community assets; and to maintain the flow of traffic around the construction area <li data-bbox="345 747 1292 810">▪ Provide appropriate signage, barriers, and fencing for pedestrian and bicycle detour routes to prevent pedestrians and bicyclists from entering the construction zones <li data-bbox="345 821 1227 884">▪ Provide signage alerting potential customers that businesses are open during construction and clearly mark detours as appropriate <li data-bbox="345 894 1317 1010">▪ Provide the public with construction updates, alerts, and schedules through informational meetings, the project website, and other forms of communication such as, but not limited to, mailings and flyers to businesses and residences with 0.25-mile of the construction zone <li data-bbox="345 1020 1292 1052">▪ Develop a marketing plan to help reduce impacts to businesses during construction <li data-bbox="345 1062 1317 1146">▪ Coordinate construction activities with other capital improvement projects being carried out nearby to minimize construction impacts and competing needs for detour routes
LU-1	<p data-bbox="345 1167 651 1199">Consistency with bike plans</p> <p data-bbox="345 1209 1300 1398">During the planning process and prior to construction, Metro would prepare amended language for each affected bicycle plan demonstrating that existing, planned, and modified bicycle facilities would be connected during project operation. This language would be subject to the approval of the Cities of Huntington Park, South Gate, Bell, Paramount, and Bellflower, as applicable. Metro would modify the following bike trail segments into a Class II bikeway:</p> <ul data-bbox="345 1409 1292 1514" style="list-style-type: none"> <li data-bbox="345 1409 1292 1472">▪ Within the San Pedro Subdivision right-of-way between Ardmore Avenue to Century Boulevard (City of South Gate) <li data-bbox="345 1482 1203 1514">▪ Along Salt Lake Avenue from Gage Avenue to Florence Avenue (City of Bell) <p data-bbox="345 1524 951 1556">Metro would relocate the following bike trail segments:</p> <ul data-bbox="345 1566 1300 1726" style="list-style-type: none"> <li data-bbox="345 1566 1292 1629">▪ Paramount Bike Trail segments from Paramount Boulevard to Somerset Boulevard within the Metro-owned Pacific Electric Right-of-Way (PEROW) (City of Paramount) <li data-bbox="345 1640 1300 1726">▪ Bellflower Bike and Trail segment from Lakewood Boulevard to the maximum extent of Clark Avenue within the Metro-owned PEROW (City of Paramount and City of Bellflower)

Mitigation Measure ID	Mitigation Measure
VA-4	<p data-bbox="443 285 703 312">Construction Screening</p> <p data-bbox="443 323 1365 417">During construction, the perimeter of construction staging areas and laydown areas would be screened to shield construction activities and laydown areas from adjacent visually sensitive land uses, including the following:</p> <ul data-bbox="443 428 1377 846" style="list-style-type: none"> <li data-bbox="443 428 1198 455">▪ Los Angeles Union Station (LAUS) Forecourt (City of Los Angeles) <li data-bbox="443 466 967 493">▪ Alameda Street at LAUS (City of Los Angeles) <li data-bbox="443 504 1377 567">▪ Alameda Street at the proposed Little Tokyo Station (Design Option 2) (City of Los Angeles) <li data-bbox="443 577 1097 604">▪ 8th Street in downtown Los Angeles (City of Los Angeles) <li data-bbox="443 615 1049 642">▪ Fred Roberts Recreation Center (City of Los Angeles) <li data-bbox="443 653 909 680">▪ Salt Lake Park (City of Huntington Park) <li data-bbox="443 690 990 718">▪ Hollydale Community Park (City of South Gate) <li data-bbox="443 728 1133 756">▪ Original Bellflower Pacific Electric Station (City of Bellflower) <li data-bbox="443 766 943 793">▪ Artesia Historical Museum (City of Artesia) <li data-bbox="443 804 824 831">▪ Old Station #30 (City of Artesia) <p data-bbox="443 856 1393 951">The screening would be designed consistent with the Metro requirements and in coordination with cities and could incorporate community artwork, Metro-branded art, and/or community relevant messaging.</p>

Mitigation Measure ID	Mitigation Measure
NOI-8	<p data-bbox="345 285 557 317">Noise Control Plan</p> <p data-bbox="345 327 1304 831">Metro’s contractor would develop a Noise Control Plan demonstrating how noise criteria would be achieved during construction. The Noise Control Plan would be designed to follow Metro requirements, Construction Noise Control and would include measurements of existing noise, a list of the major pieces of construction equipment that would be used, and predictions of the noise levels at the closest noise-sensitive receivers (residences, hotels, schools, churches, temples, and similar facilities). The Noise Control Plan would be approved by Metro prior to initiating construction. Where the construction cannot be performed in accordance with the FTA 1-hour L_{eq} construction noise standards, the contractor would investigate alternative construction measures that would result in lower sound levels. The FTA 1-hour L_{eq} construction noise standards are as follows: residential daytime standard of 90 dBA L_{eq} and nighttime standard of 80 dBA L_{eq}, Commercial and Industrial daytime standard of 100 dBA L_{eq} and nighttime standard of 100 dBA L_{eq}. The contractor would conduct noise monitoring to demonstrate compliance with contract noise limits. In addition, Metro would comply with local noise ordinances when applicable. Noise-reducing methods that may be implemented by Metro include:</p> <ul data-bbox="345 842 1312 1402" style="list-style-type: none"> <li data-bbox="345 842 1312 936">▪ If nighttime construction is planned, a noise variance may be prepared by the contractor, if required by the jurisdiction, that demonstrates the implementation of control measures to maintain noise levels below the applicable FTA standards. <li data-bbox="345 947 1312 1041">▪ Where construction occurs near noise-sensitive land uses, specialty equipment with enclosed engines, acoustically attenuating shields, and/or high-performance mufflers may be used. <li data-bbox="345 1052 805 1083">▪ Limit unnecessary idling of equipment. <li data-bbox="345 1094 1214 1146">▪ Install temporary noise barriers or noise-control curtains, where feasible and desirable. <li data-bbox="345 1157 1287 1220">▪ Reroute construction-related truck traffic away from local residential streets and/or sensitive receivers. <li data-bbox="345 1230 959 1262">▪ Limit impact pile driving where feasible and effective. <li data-bbox="345 1272 1312 1335">▪ Use electric instead of diesel-powered equipment and hydraulic instead of pneumatic tools where feasible. <li data-bbox="345 1346 1243 1402">▪ Minimize the use of impact devices such as jackhammers and hoe rams, using concrete crushers and pavement saws instead.
VIB-6	<p data-bbox="345 1423 675 1455">Construction Vibration Limits</p> <p data-bbox="345 1465 1320 1717">Historic structures would be held to a vibration damage threshold of 0.20 inch per second peak particle velocity (PPV). Where possible, operation of the compactor/ballast tamper would be restricted to no closer than 40 feet, and other equipment, such as, and similar to, vibratory rollers, large bull dozers, caisson drills, and hoe rams no closer than 25 feet to a historic structure. This measure applies to structures identified as eligible for the National Register of Historic Places and/or California Register of Historical Resources in the <i>West Santa Ana Branch Transit Corridor Final Cultural Resources Survey Report – Rev 1</i>.</p>

Mitigation Measure ID	Mitigation Measure
VIB-7	<p>Construction Monitoring for Vibration</p> <p>The contractor would monitor construction vibration levels within 200 feet of historic buildings and structures to ensure the vibration damage threshold for that building or structure of 0.20 inch per second peak particle velocity would not be exceeded. A pre-construction and post-construction survey of these buildings would be conducted by a qualified structural engineer. Any damage would be noted. All vibration monitors used for these measurements would be equipped with an “alarm” feature to provide notification that vibration impact criteria have been approached or exceeded. This measure applies to structures identified as eligible for the National Register of Historic Places and/or California Register of Historical Resources in the <i>West Santa Ana Branch Transit Corridor Final Cultural Resources Survey Report – Rev 1</i>.</p>
CR-6	<p>Historic Design Review</p> <p>Project elements with the potential to affect the significance of a historic property or historical resource would be designed in conformance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Rehabilitating Historic Properties. Designs would preserve the character-defining features of the historic property and would avoid damaging or destroying materials, features, or finishes that are reflective of its significance. Proposed designs would be reviewed by a historic preservation professional that meets the Secretary of the Interior’s Professional Qualification Standards for Architectural History, History or Architecture, and construction activities would require on-site periodic construction monitoring by a historic preservation consultant.</p>

Source: WSP 2020

9 AGENCY COORDINATION AND CONSULTATION

This section discusses consultation and coordination with officials with jurisdiction over Section 4(f) properties that could be affected by the Project and an overview of the public and agency review of the Section 4(f) evaluation. This section provides the list of the Section 4(f) correspondence sent and the responses from officials with jurisdiction, which are provided in Appendix A. Table 9.1 summarizes the coordination efforts to each agency with jurisdiction that received a Letter of Correspondence. Prior to making Section 4(f) approvals under Section 774.3(a), the Section 4(f) evaluation shall be provided for coordination and comment to the official(s) with jurisdiction over the Section 4(f) resource and to the Department of the Interior, and as appropriate to the Department of Agriculture and the Department of Housing and Urban Development (23 CFR Section 774.5).

Table 9.1. Summary of Coordination to Date

Consulted Agency	Applicable Properties	Outreach to date	Response to date
The California State Historic Preservation Officer	All historic properties	<p>Consultation on Section 106 APE on December 19, 2018 and April 26, 2019.</p> <p>Consultation on Determination of Eligibility and APE expansion on March 30, 2020.</p> <p>Consultation related to I-105/Century Freeway-Transitway Historic District on September 9, 2020.</p>	<p>APE concurrence on May 29, 2019</p> <p>Consultation on Determination of Eligibility is ongoing</p>
City of Los Angeles Department of Recreation and Parks	Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Paseo de la Plaza Park)	January 30, 2020	February 12, 2020
	Fred Roberts Recreation Center		
Los Angeles Unified School District	Lillian Street Elementary School	January 30, 2020	None to date
	San Antonio Elementary School		
	Legacy High School Complex		
City of Huntington Park Department of Parks and Recreation	Salt Lake Park	January 29, 2020	None to date

Consulted Agency	Applicable Properties	Outreach to date	Response to date
City of South Gate Parks and Recreation Department	Hollydale Community Center/Park	January 29, 2020	February 12, 2020
City of Paramount Community Services and Recreation Department	Paramount Park	January 29, 2020	None to date
Paramount Unified School District	Paramount High School	January 29, 2020	February 18, 2020
	Paramount High School West Campus		
	Paramount Park Middle School		
City of Bellflower	Ruth R. Caruthers Park	January 29, 2020	February 10, 2020
	Flora Vista Dog Park	March 3, 2021	March 11, 2021
	Bellflower Bike Trail		
City of Cerritos Recreation Services Division	Rosewood Park	January 29, 2020	February 10, 2020
City of Artesia Parks and Recreation Department	Artesia Park	January 29, 2020	None to date
Los Angeles County Department of Parks and Recreation	Los Angeles River Bike Path	January 29, 2020	February 28, 2020
	Rio Hondo Bike Path		
	San Gabriel River Mid-Trail		

Source: WSP 2020

9.1 Consultation for Section 4(f) Historic Properties

Prior to making *de minimis* impact determinations under 23 CFR Section 774.3(b), FTA must receive written concurrence from the pertinent SHPO or Tribal Historic Preservation Officer, and from the ACHP if participating in the consultation process, in a finding of “no adverse effect” or “no historic properties affected” in accordance with Section 106 of the Historic Preservation Act (36 CFR part 800). The FTA shall inform these officials of its intent to make a *de minimis* impact determination based on their concurrence in the finding of “no adverse effect” or “no historic properties affected” (23 CFR 774.5(b)).

The Section 106 APE was determined through consensus between the undertaking’s lead federal agency (the FTA), Metro, and the California SHPO. The APE was submitted on December 19, 2018. A letter was received from SHPO on January 18, 2019, with comments on the APE. FTA provided supplemental information on the APE delineation to SHPO on April 26, 2019. On May 29, 2019, SHPO provided a letter stating that there are no further

comments on the APE and agreeing that the outlined historic resources screening methodology is appropriate.

FTA and Metro determined eligibility for each of the 9 identified archaeological resources and 674 properties containing buildings, structures, or objects that were constructed prior to 1978 in March 2020. FTA determined that 8 of the archaeological resources and 54 of the built properties are eligible or listed in the NRHP. FTA conveyed this determination, as well as information about expanded areas of the APE, as documented in the *West Santa Ana Branch Transit Corridor Project Final Cultural Resources Survey Report – Rev 1* (Metro 2020a) to the California SHPO with a request for concurrence on March 30, 2020.

FTA and Metro consulted with the California Office of Historic Preservation (the California SHPO manages the office) on September 9, 2020, regarding the I-105/Century Freeway-Transitway Historic District. The findings included in the Section 106 effects determination and reflected in this evaluation are consistent with the consultation.

FTA and Metro completed a preliminary effects determination for each NRHP-eligible or listed property and made an overall preliminary Section 106 finding for the Project of No Adverse Effect as documented in the *West Santa Ana Branch Transit Corridor Project Revised Preliminary Cultural Resources Effects Report* (Metro 2021d). As part of the Section 106 consultation process, FTA will convey the determination to the California SHPO with a request for concurrence. FTA will inform the California SHPO of its intent to make a Section 4(f) *de minimis* impact finding based on their concurrence with the Section 106 determination and request concurrence with application of the Section 4(f) temporary occupancy exception. Consultation with the California SHPO is ongoing.

9.2 Consultation for Section 4(f) Recreational Resources

Initiation with officials with jurisdiction began on January 29 and 30, 2020, Metro contacted the officials with jurisdiction over identified park and recreational properties in the Affected Area to confirm ownership, operation, and significance of any publicly owned recreational facility. The Affected Area is detailed in Section 3.1 of this report. Letters of correspondence were sent to the agencies identified in Table 9.1. Copies of the letters sent and responses are included in Appendix A. The officials with jurisdiction were informed that if they did not respond, FTA and Metro would complete the Section 4(f) analysis based on the available information.

9.2.1 City of Bellflower

The City of Bellflower responded to Metro on February 10, 2020, confirming their jurisdiction over Ruth R. Caruthers Park and the Bellflower Bike Trail. The City of Bellflower also identified ownership and jurisdiction of the Flora Vista Dog Park and the historic Pacific Electric Depot building and restroom building, both of which meet the definition of a Section 4(f) resource. Additionally, the City of Bellflower identified ownership of two parcels owned by the City and currently leased out to Hollywood Sports, and the City-owned Mayne Events Center and LA County Fire Museum. In response to the City's comments regarding Hollywood Sports, Metro requested additional information from the City on March 3, 2021. The City responded on March 11, 2021 that Hollywood Sports is operated as a commercial paintball and airsoft business and that the City has not designated Hollywood Sports as a significant park or recreation area.

9.2.2 City of Cerritos

The City of Cerritos responded to Metro on February 10, 2020, providing information on ownership by the Artesia Cemetery District confirming their jurisdiction as operator of the park. The City of Cerritos provided the following information identifying the Artesia Cemetery District as the public entity with ownership of the land underlying Rosewood Park.

On March 5, 1986, the City of Cerritos entered into a lease agreement with the property owner, the Artesia Cemetery District ("District") [a California Public Cemetery District], to lease a portion of the District's unused property for the benefit of developing a community park for local residents. Under this agreement, two parcels were designated for recreational use with the northern parcel designed to accommodate expansion needs of the adjacent cemetery, and the southern parcel designed as a community park maintained by the City of Cerritos. On March 6, 2011, the City of Cerritos and the Artesia Cemetery District renewed the lease agreement, allowing for an annual renewal provision for a maximum of fifty years.

9.2.3 Los Angeles County Department of Parks and Recreation

The Los Angeles County Department of Parks and Recreation responded to Metro on February 28, 2020, identifying the County of Los Angeles Department of Public Works as the agency with jurisdiction over the Los Angeles River Bike Path, Rio Hondo Bike Path, and San Gabriel River Mid Trail. The response also provided information on future planned extensions for the Los Angeles River Bike Path. The department requested consultation with the Public Works Watershed Manager if activities associated with the Project are within the Los Angeles County Flood Control District right-of-way, and requested discussions with Metro and the Los Angeles County Department of Parks and Recreation as the Project alternatives intersect with existing and planned multiuse trails (including the proposed Los Angeles River Trail extension, Rio Hondo River Trail, and the San Gabriel River Trail).

9.2.4 City of Los Angeles

The City of Los Angeles responded to Metro on February 12, 2020, identifying the City of Los Angeles Department of Recreation and Parks as the agency with jurisdiction over the Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park) and the Fred Roberts Recreation Center. There were no additional requests in the response from the City of Los Angeles.

9.2.5 Paramount Unified School District

The Paramount Unified School District responded to Metro on February 18, 2020, confirming their jurisdiction over Paramount High School, Paramount High School West Campus, and Paramount Park Middle School. The response informed FTA and Metro that the sites are not open to the public, with the exceptions of use as polling places and sponsored youth sports hosted by the City of Paramount under a use agreement. There were no additional requests in the response from the Paramount Unified School District.

9.2.6 City of South Gate Parks and Recreation Department

The City of South Gate Parks and Recreation Department responded to Metro on February 12, 2020, confirming their jurisdiction over Hollydale Community Center/Park. In their response, the City of South Gate included concerns regarding noise from the trains associated with the Project, safety for youth and adults using the park, and debris that may be created from the trains using the tracks. There were no additional requests in the response from the City of South Gate Parks and Recreation Department.

9.3 Forthcoming Consultation

The Section 4(f) regulations require a finding that the official(s) with jurisdiction have been consulted and “have not objected” when applying the exception for archaeological sites of minimal value for preservation in place. (23 CFR 774.13(b)(2)). The Section 4(f) regulations require written concurrence of the official(s) with jurisdiction in the following situations:

- Finding there are no adverse effects or no historic properties affected under Section 106 prior to making *de minimis* impact findings (23 CFR 774.5(b));
- For parks, recreation areas, and wildlife and waterfowl refuges prior to making *de minimis* impact findings that the project will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection (23 CFR 774.5(b)); and
- Conditions are met for applying the exception for temporary occupancies that are so minimal as to not constitute a Section 4(f) use (23 CFR 774.13(d)).

Once a preferred alternative is identified and prior to completion of the Final Section 4(f) Evaluation, FTA will provide the California SHPO with an effects determination for each NRHP-eligible or listed property and make an overall Section 106 determination for the Project. As part of the consultation, FTA will inform the California SHPO of its intent to make Section 4(f) *de minimis* impact findings based on their concurrence with the Section 106 determination and request concurrence with application of the temporary occupancy exception. FTA will conclude the coordination with the SHPO regarding concurrence on the effects determination prior to making final *de minimis* impact findings and application of the temporary occupancy exception.

With issue of and collection of comment on the Draft EIS, FTA will provide the public and agencies with jurisdiction over Section 4(f) properties with an opportunity to review and consider the Section 4(f) analysis and FTA’s preliminary determinations. Once FTA and Metro have collected and reviewed public comments, they will request concurrence from the City of Paramount Community Services and Recreation Department regarding *de minimis* impact to Paramount Park and from other agencies with jurisdiction over parks for concurrence that the conditions for application of the temporary occupancy exception are met.

Because the FTA’s preliminary determination is *de minimis* impact or temporary occupancy for each affected Section 4(f) property, the determination is not subject to 45-day Department of Interior review; however, FTA and Metro will provide the Department of Interior a review opportunity during the comment period on the Draft EIS.

10 PRELIMINARY SECTION 4(F) FINDING

The FTA has made a preliminary determination that the Project would have a *de minimis* impact on the activities, attributes, or features that qualify the historic sites listed in Table 10.1 for protection under Section 4(f), pending the completion of Section 106 consultation and concurrence on FTA's preliminary Section 106 determination from the California SHPO. The FTA also has made a preliminary determination that the Project also would have a *de minimis* impact on Paramount Park (Table 10.1), pending concurrence from the City of Paramount Community Services and Recreation Department.

The FTA also has made a preliminary determination that the temporary occupancy exception to Section 4(f) use would apply to the Section 4(f) properties identified in Table 10.2, pending concurrence from the agencies with jurisdiction that the conditions for application of the temporary occupancy exception are met. The Project would have no use of other Section 4(f) properties. FTA has preliminarily determined that the Project would satisfy the requirements of Section 4(f) because the only impacts to Section 4(f) properties would be *de minimis* or meet the requirements of the temporary occupancy exception.

Table 10.1. Preliminary *de minimis* Findings

Section 4(f) Property	Applicable to Alternative(s)	Preliminary Finding
Los Angeles Union Station 750-800 North Alameda Street, Los Angeles	Alternative 1 or Design Option 1	<i>de minimis</i> impact
Barker Brothers Furniture Store 800 West 7th Street, Los Angeles	Alternative 2	<i>de minimis</i> impact
I-105/Century Freeway-Transitway Historic District 6000 Alameda Street, Huntington Park	Alternatives 1, 2, 3, or 4	<i>de minimis</i> impact
6101 Santa Fe Avenue, Huntington Park	Alternatives 1, 2, or 3	<i>de minimis</i> impact
Seventh Street Commercial Historic District	Alternative 2	<i>de minimis</i> impact
Paramount Park	Alternatives 1, 2, 3, or 4	<i>de minimis</i> impact

Source: WSP 2020

Table 10.2. Preliminary Findings of Temporary Occupancy Exception

Section 4(f) Property	Applicable to Alternative(s)	Preliminary Finding
Los Angeles Terminal Annex Post Office 900 North Alameda Street, Los Angeles	Alternative 1	Temporary occupancy exception
Los Angeles Union Terminal District and Buildings 777 South Alameda Street and 1213 East 7th Street, Los Angeles	Alternatives 1 or 2	Temporary occupancy exception
1608 East 15th Street, Los Angeles	Alternatives 1 or 2	Temporary occupancy exception
Angel City Brewery/John A. Roebling's Sons Company 216 South Alameda Street, Los Angeles	Alternative 1	Temporary occupancy exception
500 South Alameda Street, Los Angeles	Alternative 1	Temporary occupancy exception
542 South Alameda Street, Los Angeles	Alternative 1	Temporary occupancy exception
1250 Long Beach Avenue, Los Angeles	Alternatives 1 or 2	Temporary occupancy exception
1753 East Olympic Boulevard, Los Angeles	Alternatives 1 or 2	Temporary occupancy exception
Hamburger's Department Store 801 South Broadway, Los Angeles	Alternative 2	Temporary occupancy exception
Charles C. Chapman Building 756 South Broadway, Los Angeles	Alternative 2	Temporary occupancy exception
Tower Theater 800 South Broadway, Los Angeles	Alternative 2	Temporary occupancy exception
Garfield Building 403 East 8th Street, Los Angeles	Alternative 2	Temporary occupancy exception
Union Bank and Trust Company Building 760 South Hill Street, Los Angeles	Alternative 2	Temporary occupancy exception
Garment Capitol Building 217 East 8th Street Los Angeles	Alternative 2	Temporary occupancy exception
Textile Center Building 315 East 8th Street, Los Angeles	Alternative 2	Temporary occupancy exception
Southern California Gas Complex 810-830 South Flower Street, Los Angeles	Alternative 2	Temporary occupancy exception
Great Republic Life Building 756 South Spring Street, Los Angeles	Alternative 2	Temporary occupancy exception

Section 4(f) Property	Applicable to Alternative(s)	Preliminary Finding
801 South Spring Street, Los Angeles	Alternative 2	Temporary occupancy exception
National City Bank Building 810 South Spring Street., Los Angeles	Alternative 2	Temporary occupancy exception
General Petroleum Corporation Parking Garage 757 South Flower Street, Los Angeles	Alternative 2	Temporary occupancy exception
The Olympic Theater 313 West 8th Street, Los Angeles	Alternative 2	Temporary occupancy exception
Commercial Exchange Building 416 West 8th Street, Los Angeles	Alternative 2	Temporary occupancy exception
Mack International Motor Truck Corporation 2001 South Alameda Street, Los Angeles	Alternatives 1 or 2	Temporary occupancy exception
Randolph Substation Randolph Street, Huntington Park	Alternatives 1, 2, or 3	Temporary occupancy exception
Downtown Los Angeles Industrial Historic District	Alternative 1	Temporary occupancy exception
Broadway Theater and Commercial Historic District	Alternative 2	Temporary occupancy exception
Los Angeles River Bike Path	Alternatives 1, 2, or 3	Temporary occupancy exception
Rio Hondo Bike Path	Alternatives 1, 2, or 3	Temporary occupancy exception
San Gabriel River Mid-Trail	Alternatives 1, 2, 3, or 4	Temporary occupancy exception

Source: WSP 2020

11 SECTION 6(f) EVALUATION

11.1 Regulatory Framework

The purpose of the Land and Water Conservation Act (LWCA) of 1965 (referred to as “Section 6(f)”), is to assist in preserving, developing, and ensuring accessibility to outdoor recreation resources and to strengthen the health and vitality of the citizens of the United States by providing funds, planning, acquisition, and development of facilities. The LWCA established a funding source for both federal acquisition of park and recreation lands and matching grants to States and local municipalities for the acquisition and development of public outdoor recreational areas. State and local municipalities often obtain grants through the LWCA funds to acquire or make improvements to parks and recreation areas.

Section 6(f) properties are recreation resources created or improved with funds from the LWCA. The LWCA requires that an area funded with this assistance be “continually maintained in public recreation use” unless the National Park Service (NPS), or other state designee, approves substitution per the Conversion Requirements, including conversion to other uses either “in whole or in part” (36 CFR Ch 1, Section 59.3). Section 6(f) prohibits the conversion of property acquired or developed with these funds to a non-recreational purpose without the approval of the Secretary of the U.S. Department of the Interior’s NPS, and mitigation that includes replacement of the quality and quantity of land used.

No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. § 200305(f)(3)).

A partial acquisition cannot affect the recreational function of the parklands; however, a temporary use of the land for more than six months may be considered a permanent conversion and acquisition of replacement land would be required. Section 6(f) requires that conversion of these lands or facilities be coordinated with the Department of Interior or state designee, which is the Department of Parks and Recreation Office of Grants and Local Services (OGALS) in the state of California. Section 6(f) directs the Department of the Interior to ensure that replacement lands of comparable value and function, or monetary compensation (used to enhance the remaining land), location, and usefulness are provided as conditions to such conversions.

Section 6(f) conversion requires additional coordination with the agency of jurisdiction and California State Parks, which oversees the LWCA fund program for the NPS, and the NPS regarding the project effects and conversion area and replacement property.

This requirement applies to all parks and other sites that have been the subject of LWCA funds of any type and includes acquisition of park land and development or rehabilitation of park facilities. Because the LWCA fund is applied to recreation, Section 6(f) properties may also qualify as Section 4(f) properties.

11.2 Methodology

The California Department of Parks and Recreation LWCF project listing was reviewed to determine those parks and recreation facilities that received LWCF grants (LWCF Projects 1964-2019). The LWCA listing was reviewed to identify lands that have received funding and are therefore protected by Section 6(f) of the LWCA.

A Section 6(f) boundary map for properties within the Affected Area and listed in the LWCF Projects listing was requested from OGALS. The property boundaries shown on the Section 6(f) Boundary map were reviewed to evaluate any potential conversion of or impact to the property. The Section 6(f) evaluation for properties within the Affected Area that are included in the LWCF Projects 1964-2019 list is provided in Appendix B.

11.3 Section 6(f) Properties

The Section 6(f) record search identified three properties with names matching or similar to parks within the Affected Area. Hollydale Park has a similar name to a Hollydale Community Center/Park but is outside of the Affected Area. Records requested from OGALS for Hollydale Park, as listed in the LWCF Projects 1964-2019 listing, confirmed that the Section 6(f) property is Hollydale Regional Park, located at 5400 Monroe Avenue in the City of South Gate. Hollydale Regional Park is located nearly 2,000 feet from the Project and would not be affected. Hollydale Community Center and Park is not a Section 6(f) property.

Paramount Park (Figure 11-1) is within the Affected Area of Alternatives 1, 2, 3, and 4. Urban Orchard Park is a planned park within the Affected Area of Alternatives 1, 2, and 3. The Section 6(f) properties and the analysis to determine whether the Project could result in potential conversion of the properties are described in the following sections.

11.3.1 Paramount Park

Paramount Park (Figure 5-17) is located at 14400 Paramount Boulevard in the City of Paramount. It is owned by the City and recreational uses at the park include playgrounds, handball courts (lighted), baseball diamonds (lighted), basketball court (lighted), picnic shelters/barbecues, gymnasium, walking path, restrooms, pool with onsite parking. Paramount Park received \$177,000 in LWCF grant funds in 1984/1985 for development and is subject to Section 6(f) protection. The city-owned parkland that is subject to Section 6(f) is separated from the Metro right-of-way by a 110-foot LADWP right-of-way (Figure 11-1).

In addition to the City-owned parkland, the City of Paramount leases a 40-foot-wide strip from Metro that is designated for “[p]arking and landscaping for Paramount Park only, and no other uses” (Appendix B). Separately, the City has an agreement for use of the 110-foot LADWP power right-of-way located between the park and the Metro right-of-way.

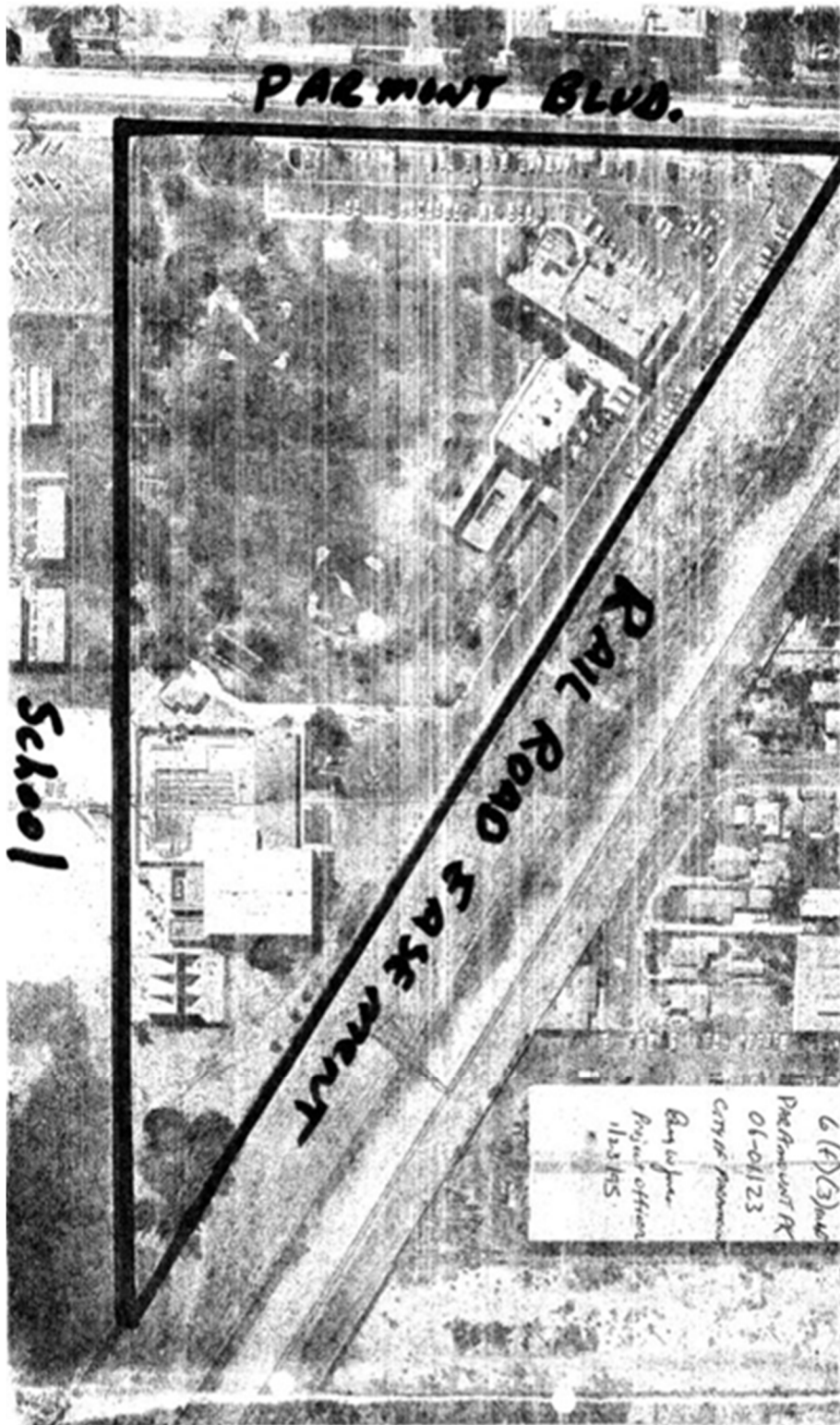
11.3.2 Urban Orchard Park (Planned)

Urban Orchard Park is a planned park (Figure 5-24). In 2019, the City of South Gate was awarded \$3 million in LWCF grant funds to develop Phase 1 of the park, located at 9475 West Frontage Road. The 7-acre site that is subject to Section 6(f) protection is located approximately 2,000 feet from Alternatives 1, 2, and 3.

11.4 Section 6(f) Evaluation

The Paramount Park property encumbered by Section 6(f) funds (Figure 11-1) is inclusive of only the City-owned property and is outside of the future right-of-way; therefore, the park would not be incorporated into the Project and temporarily or permanently converted into a non-recreational use. The Urban Orchard Park property is also outside of the future right-of-way; therefore, the park would not be incorporated into the Project and would not be temporarily or permanently converted into a non-recreational use. The Project would not result in the conversion of any LWCF-funded recreational areas to a non-recreational use; therefore, there is no conversion of Section 6(f) property.

Figure 11-1. Section 6(f) Boundary Map for Paramount Park



Source: State of California Department of Parks and Recreation Office of Grants and Local Services 2019

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APPENDIX A: CORRESPONDENCE



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION IX
Arizona, California,
Hawaii, Nevada, Guam
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Ms. Julianne Polanco
California State Historic Preservation Officer
Office of Historic Preservation
California Department of Parks and Recreation
1725 23rd Street, Suite 100
Sacramento, California 95816

DEC 21 2018

Subject: Section 106 Consultation for the West
Santa Ana Branch Transit Corridor Project

Dear Ms. Polanco:

The Federal Transit Administration (FTA), in cooperation with the Los Angeles County Metropolitan Transportation Authority (LACMTA), is initiating the preparation of a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch Transit Corridor Project (Project) in Los Angeles County. The FTA serves as the Federal Lead Agency under the National Environmental Policy Act (NEPA) and for compliance with Section 106 of the National Historic Preservation Act. LACMTA is the local Lead Agency under the California Environmental Quality Act (CEQA). The Project will be a federal undertaking because the FTA will be providing financial assistance.

Pursuant to Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations (36 Code of Federal Regulations [CFR] Part 800) "Protection of Historic Properties," this letter is being transmitted to initiate the Section 106 consultation process for the Project and to seek SHPO concurrence on the Area of Potential Effects (APE) and methodologies. Cultural resources identification and analysis will be prepared in compliance with Section 106 of the NHPA, as amended, and its implementing regulations contained in 36 Code of Federal Regulations (CFR), Part 800, and applicable sections of the CEQA. The Historic Resources Screening Methodology section outlines the methods proposed to identify and evaluate historic properties.

Project Description

The West Santa Branch Transit Corridor (WSAB) Project (the Project) proposes a new light rail transit (LRT) line that would extend approximately 19 miles from downtown Los Angeles to southeast Los Angeles County (See Attachments A, B, and C), serving the cities and communities of Arts District, Little Tokyo, Los Angeles, unincorporated Florence-Firestone community of Los Angeles County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. The Project would provide reliable, fixed guideway transit service that would increase mobility and connectivity, reduce travel times on local and regional transportation networks; and accommodate substantial future employment and population growth.

The Project corridor is characterized by Northern and Southern Sections. The Northern Section would traverse the cities of Los Angeles, Vernon, Huntington Park, and the unincorporated Florence-Firestone community of Los Angeles County. The Southern Section traverses the cities of Huntington Park, South Gate, Downey, Artesia and Cerritos. The Southern Section alignment remains common for both Build Alternatives E and G.

Under NEPA, two Build Alternatives (Alternative E and Alternative G) are being evaluating and carried forward from the alternatives analysis phase, as well as a No Build Alternative. Alternative E would terminate at Union Station Forecourt. Alternative G would terminate in the Downtown Transit Core. The Build Alternatives share a common alignment south of Olympic Boulevard.

Alternative E, Alameda Underground – This alternative would extend approximately 19 miles between Los Angeles Union Station (LAUS) and the City of Artesia. Alternative E would follow Alameda Street south and be entirely below-grade from LAUS to Olympic Boulevard. South of Olympic Boulevard, Alternative E would cross the I-10 freeway in an aerial structure to the existing Metro Blue Line. Alternative E would then transition to a primarily at-grade configuration to follow the La Habra Branch ROW (from Randolph to Gage) east and then turn south to follow the San Pedro Subdivision ROW to the Alternative E terminus in Artesia. Alternative E includes two design options:

Design Option 1: LAUS at the Metropolitan Water District (MWD) – The LAUS station box would be located east of LAUS and the Metropolitan Water District building, below the baggage area parking facility.

Design Option 2: Remove the Little Tokyo Station – Under this design option, the Little Tokyo Station would not be constructed and there would be no direct connection to the Regional Connector Station in the Little Tokyo community.

Alternative E would consist of approximately 2.3 miles of underground, 12.8 miles of at-grade, and 4.1 miles of aerial alignment. Alternative E would include 12 new LRT stations, 3 of which would be underground, 6 would be at-grade, and 3 would be aerial. Five of the stations would include parking facilities, providing a total of approximately 1,600 new transit parking spaces. The alignment would include 31 at-grade crossings, 3 freeway undercrossings, 25 elevated road crossings, and 10 elevated rail crossings.

Alternative G, Downtown Transit Core – This alternative would extend approximately 19 miles between the 7th Street/Metro Center Station in downtown Los Angeles and the City of Artesia. Alternative G would follow 8th Street east and Alameda Street south and be entirely below-grade from 7th Street/Metro Center to Olympic Boulevard. South of Olympic Boulevard, Alternative G would cross the I-10 freeway in an aerial structure to the existing Metro Blue Line. Alternative G would then transition to a primarily at-grade configuration to follow the La Habra Branch ROW east and then turn south to follow the San Pedro Subdivision ROW to the Alternative G terminus in Artesia.

Alternative G would consist of approximately 2.3 miles of underground, 12.8 miles of at-grade and 4.1 miles of aerial alignment. Alternative G would include 12 new LRT stations, 3 of which would be underground, 6 would be at-grade, and 3 would be aerial. Five of the stations would include parking facilities, providing a total of approximately 1,600 new transit parking spaces. The alignment would include 31 at-grade crossings, 3 freeway undercrossings, 25 elevated road crossings, and 10 elevated rail crossings.

Stations

Each of the Build Alternatives proposes up to a total of 12 planned stations with design options along the alignment, including the option to relocate the LAUS termini station and the option to remove the Little Tokyo Station. The stations are discussed in Table 1 below.

Table 1 Station Locations

Station Name	General Location	City	Type of Proposed Station	Proposed Station Parking Spaces
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NORTHERN SECTION

Alternative E: Alameda Underground

LAUS	LAUS Forecourt Design Option 1 LAUS behind the existing MWD Building	City of Los Angeles	Underground	No new parking – Existing parking at LAUS
Little Tokyo (Optional)	Traction Avenue and 1 st St	City of Los Angeles	Underground	No parking proposed
Arts District South	Alameda Street between 6 th and 7 th St	City of Los Angeles	Underground	No parking proposed
Slauson	Slauson Ave/Long Beach Ave	City of Los Angeles/ Unincorporated LA County	Aerial	No parking proposed
Pacific/ Randolph	Pacific Ave/Randolph St	City of Huntington Park	At-grade	No parking proposed

Station Name	General Location	City	Type of Proposed Station	Proposed Station Parking Spaces
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Alternative G: Downtown Transit Core

7 th Street/ Metro Center	7 th St/Metro Center at 8 th St/Flower St with an underground pedestrian connection to 7 th St/Metro Center Station (between 8 th St and Olympic Blvd)	City of Los Angeles	Underground	No parking proposed
South Park/Fashion District	8 th Street between Los Angeles Street and Santee Street (between 8 th St and Olympic Blvd)	City of Los Angeles	Underground	No parking proposed
Arts District South	Alameda Street between 6 th St. and 7 th St. (between 8 th St and Olympic Blvd)	City of Los Angeles	Underground	No parking proposed
Slauson	Slauson Ave/Long Beach Ave (between Olympic Blvd and Slauson Ave)	City of Los Angeles/ Unincorporated LA County	Aerial	No parking proposed
Pacific/ Randolph	Pacific Ave/Randolph St	City of Huntington Park	At-grade	No parking proposed

Station Name	General Location	City	Type of Proposed Station	Proposed Station Parking Spaces
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SOUTHERN SECTION (SAME FOR ALTERNATIVE E AND G)

Florence/ Salt Lake	Florence Ave/Salt Lake Ave	City of Huntington Park/City of Cudahy	At-grade	No parking proposed
Firestone	Between Atlantic Ave and Firestone Blvd	City of South Gate	Aerial	171
Gardendale	Gardendale St/Dakota Ave	City of Downey	At-grade	No parking proposed
I-105 /Green Line	I-105 Freeway/Green Line Station	City of South Gate/City of Paramount	Aerial	228
Paramount/ Rosecrans	Paramount Blvd/Rosecrans Ave	City of Paramount	Aerial	490
Bellflower	Bellflower Blvd/Pacific Ave	City of Bellflower	At-grade	263
Pioneer	Pioneer Blvd/186th St	City of Artesia	At-grade	442
Total Number of Proposed New Parking Spaces				1,594

Grade Separations and Crossings

Within the Northern Section, Alternative E, Alameda Underground would be entirely underground from LAUS to south of Olympic Boulevard. South of Olympic Boulevard, the alignment would be at-grade except for the following grade-separated locations:

- Los Angeles Union Station to South of Olympic Boulevard (underground)

- Maximum depth is approximately 115 feet
- Olympic Boulevard to Slauson Avenue (aerial)
 - Approximately 40 feet high
- Randolph Street to Gage Avenue (aerial)
 - Approximately 40 feet high

Within the Northern Section, Alternative G, Downtown Transit Core would be entirely underground from 7th Street/Metro Center Station to south of Olympic Boulevard. South of Olympic Boulevard, the alignment would be at-grade except for the following grade-separated locations:

- Downtown Transit Core to South of Olympic Boulevard (underground)
 - Maximum depth is approximately 80 feet
- Olympic Boulevard to Slauson Avenue (aerial)
 - Approximately 40 feet high
- Randolph Street to Gage Avenue (aerial)
 - Approximately 40 feet high

The Southern Section would extend for approximately 11 miles primarily at-grade with the following grade-separations:

- South of Ardine Street (Atlantic Avenue and Firestone Boulevard) (aerial)
 - Approximately 40 feet high
- South of Southern Avenue (over the Los Angeles River) to north of I-710 (aerial)
 - Approximately 50 feet high
- South of I-710 (over the Rio Hondo Channel) to south of the Rio Hondo Channel (aerial)
 - Approximately 40 feet high
- Imperial Highway and Garfield Avenue (aerial)
 - Approximately 35 feet high
- I-105/Green Line crossing (aerial)
 - Approximately 40 feet high
- South of I-105 (over Paramount freight line and Paramount Boulevard/Rosecrans Avenue) to Paramount High School (aerial)

- Approximately 40 feet high
- Paramount High School (over Downey Avenue) to Somerset Boulevard (aerial)
 - Approximately 35 feet high
- Cornuta Avenue (over Woodruff Avenue/Flower Street) to Flora Vista Street (aerial)
 - Approximately 40 feet high
- SR-91 (underpass at-grade)
- South of SR-91 (over the San Gabriel River) to north of Artesia Boulevard (aerial)
 - Approximately 30 feet high
- I-605 (underpass at-grade)
- Cerritos/Artesia city line (over Gridley Road/183rd Street) to 186th Street (aerial)
 - Approximately 40 feet high

Ground Disturbance

Ground disturbing activities would occur throughout the Project. The Build Alternatives would be constructed primarily underground in the Northern Section while the Southern Section would primarily consist of at-grade and aerial construction. All ground disturbing activities would be located entirely within the public and/or rail ROW, or on sites that would be acquired for construction through temporary construction easements, parking facilities, maintenance and storage facility, or TPSS sites. Proposed construction staging and laydown areas are also proposed entirely within the Project area. Table 2 lists potential staging and laydown area options currently in review. The proposed construction staging and laydown areas would be primarily located within the rail ROW, at the proposed parking facility sites and the maintenance and storage facility site.

Utility relocations would not exceed 5 to 10 feet of disturbance from ground elevation. Construction of the underground segments would require the use of a Tunnel Boring Machine (TBM) and/or use of the cut-and-cover method. However, the cut-and-cover sections at underground stations would relocate utilities that could be up to 25 feet below ground elevation. Disturbed ground would be backfilled with the same material or clean fill. Concrete encasement of ductbanks would be provided where needed. Attachment D includes major utility relocations within the Project APE.

The following provides approximate ground disturbance depths:

- TBM: 115 feet
- Laydown Yards: 0 to 1 feet
- TPSS: 4 feet (foundations and spread footings may be deeper)
- MSF Yard Tracks and Parking/Roads: 2 to 4 feet

- MSF Buildings: 3-10 feet
- Utility Relocations: 5-25 feet

Table 2 Construction Staging and Laydown Areas

No.	Location	Location Description	Project Component	Surrounding Land Use
1	E of Bauchet St north of Cesar Chavez Ave	United States Postal Service Parking Lot	LAUS – Forecourt	Industrial
2	E of Alameda St South of N Los Angeles St	LAUS Parking Lot B	LAUS – Forecourt	Commercial
3	E of Alameda St North of N Los Angeles St. and South of Cesar Chavez Ave	La Petite Academy of Los Angeles Parking Lot	LAUS – Forecourt	Commercial/ Education
4	E of LAUS, N of US-101 freeway, W of Gold Line Platform	LAUS Parking Lot P and landscape	LAUS – Forecourt	Industrial
5	S of 101 at the corner of N. Alameda St and E 1st St	Regional Connector Staging Site	Little Tokyo Station	Residential/ Commercial
6	Corner of Alameda St and 2nd St	Office Depot Parking Lot	Little Tokyo Station	Commercial
7	W of Alameda St between 6th & 7th St	Bus Facility, partial sidewalk, and southbound lanes	Arts District South Station	Industrial/ Commercial
8	E side of Alameda St, Corner of 7th St and Alameda	Bus Facility, partial sidewalk, one northbound lane, commercial buildings	Arts District South Station	Industrial/ Commercial

No.	Location	Location Description	Project Component	Surrounding Land Use
9	N of 8th St between Francisco St and Figueroa St	Located on vacant parcel between Target parking structure and 777 S Figueroa St, Los Angeles, CA 90017. Partial lane and sidewalk	8th St/Flower St Station	Commercial/ Business Park
10	SE Corner of 8th St and S Figueroa St	Parking Lot	8th St/Flower St Station	Commercial/ Business Park
11	N of 8th St between Figueroa Flower St	Partial lane and sidewalk	8th St/Flower St Station	Commercial/ Business Park
12	N of 8th St between Flower St and Hope St	Partial lane and sidewalk	8th St/Flower St Station	Commercial/ Business Park
13	S side of 8th St between Main St and Los Angeles St	Partial westbound lane and sidewalk	South Park/Fashion District Station	Commercial/ Business Park
14	S side of 8th St between Los Angeles St and Santee St	Partial lane street and sidewalk	South Park/Fashion District Station	Commercial/ Business Park
15	N end of Santee St	End of local Street	South Park/Fashion District Station	Commercial/ Business Park
16	SW of 8th St and Santee St	Parking Lot	South Park/Fashion District Station	Commercial/ Business Park
17	E and W side of Long Beach Ave between Olympic Blvd and 14th St	Commercial/Industrial	TBM Launch Portal	Industrial

No.	Location	Location Description	Project Component	Surrounding Land Use
18	In-between 14th St and Olympic Blvd on Long Beach Ave	Metro Bus Facility Partial strip of street and sidewalk	TBM Launch Portal	Commercial/ Industrial
19	Properties and Street between Olympic and 14th St	Industrial/Commercial/street and sidewalk	TBM Launch Pit	Commercial/ Industrial
20	W side of Long Beach Ave between 14th and 15th St	Industrial/Commercial	TBM Launch Pit	Commercial/ Industrial
21	W side of Long Beach Ave, beneath I-10 Freeway	Freeway Underpass	TBM Staging Area	Industrial
22	NE Corner of Long Beach Ave. and Washington Blvd	Parking lot and industrial property 1700 Long Beach Ave, Los Angeles	Long Beach Blvd Viaduct	Industrial
23	NW Corner of Long Beach Ave. and Washington Blvd	Industrial building	Long Beach Blvd Viaduct	Industrial
24	20th St between Compton Ave and Long Beach Ave	Fueling Facility	Long Beach Blvd Viaduct	Industrial
25	NE corner of Long Beach Ave. and Vernon Ave	Light Industrial	Long Beach Blvd Viaduct	Industrial
26	NE corner of Long Beach Ave. and Slauson Ave	Industrial	Long Beach Blvd Viaduct	Industrial

No.	Location	Location Description	Project Component	Surrounding Land Use
27	SE corner of Long Beach Ave, north of Slauson Ave	Industrial	Long Beach Blvd Viaduct	Industrial
28	SE Corner of Slauson and Randolph St	Industrial	Long Beach Blvd Viaduct	Industrial
29	Existing RR ROW at Bissell St. and Randolph St E of Salt Lake Ave	Railroad ROW	Randolph Grade Separation	Industrial
30	NE of Firestone Blvd at Neville Ave and Mason St. along Railroad ROW	Warehousing/Logistics	Firestone Station and Grade Separation	Industrial
31	W of Salt Lake Ave at end of Wood Ave	Vacant	Los Angeles River Bridge	Industrial
32	E of Salt Lake Ave between Duncan Way and Wood Ave	Vacant	Los Angeles River Bridge	Industrial
33	SW Frontage Road, adjacent to I-710 Freeway	Industrial	LA River Bridge & I-710 Undercrossing	Industrial, Residential, Recreational
34	S. of Miller Way, adjacent to I-710 Freeway	Light Industrial Storage	I-710 Undercrossing & Rio Hondo Channel Bridge	Industrial
35	NE corner of Railroad ROW and Garfield Ave, S of Imperial Hwy	Vacant	LA River Bridge & I-710 Undercrossing	Industrial

No.	Location	Location Description	Project Component	Surrounding Land Use
36	E of Center St between Lincoln and Nevada	Parking Lot/ Commercial/Recycling	I-105 Station	Commercial/ Industrial
37	N of Rosecrans Ave S of San Pedro Sub Division Railroad ROW	Railroad ROW	Paramount Station and Grade Separation	Commercial/ Industrial
38	N of Rosecrans Ave S of San Pedro Sub Division Railroad ROW	Commercial & Industrial GCR Tires & Service 7801 E Rosecrans, Paramount, CA 90723	Paramount Station and Grade Separation	Commercial/ Industrial
39	NE corner of Downey Ave and RR ROW	Industrial Paramount Refinery	Downey Grade Separation	Commercial/ Industrial
40	NW corner of Bellflower Blvd and Railroad ROW	Commercial and Parking Lot	Bellflower Station	Commercial/ Industrial
41	SW Corner of San Gabriel River and SR-91	Vacant	San Gabriel River Bridge	Commercial/ Industrial
42	NW corner of 188 th and Pioneer Blvd	Commercial	Pioneer Parking lot	Commercial/ Industrial

Area of Potential Effects

A proposed APE has been established in accordance with 36 CFR Part 800.3. The APE is defined as:

“the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.”

The proposed Project APE (See Attachment D) has been delineated to encompass areas that contain historic properties that may be directly or indirectly affected by any of the Project Build Alternatives or design options. This includes temporary construction impacts and permanent impacts. The proposed APE includes all areas that may be subject to direct or indirect effects, including potential visual, noise, vibration, and/or ground settlement effects that may result from construction or implementation of the Project.

The direct APE encompasses all areas where demolition, ground disturbance, permanent and temporary construction, staging, and acquisitions would occur. The direct APE encompasses areas with potential direct ground disturbance, accounting for project elements such as at-grade track work, and aerial and underground structures. The proposed direct APE also includes areas with permanent site improvements such as station locations, proposed parking areas, project elements such as train control, traction power substation sites, ventilation structures, maintenance and storage facilities, and construction staging areas. The proposed APE varies with the level of proposed disturbance (LOD). The APE extends from approximately the existing ground surface to 50 feet above the existing ground surface and approximately 115 feet below the existing ground surface.

The proposed indirect APE includes all areas that may be subject to potential visual, noise, vibration, and/or ground settlement effects that may result from construction or implementation of the proposed Project. In areas where the proposed alignment would be at-grade, within existing railroad ROW or LACTMA-owned ROW, the indirect APE encompasses the same area as the direct APE, as the introduction of a rail system in areas where rail historically functioned would not have an increased potential to cause indirect impacts to historic properties. In areas where the proposed alignment is underground, aerial or not within existing railroad ROW, the indirect APE is defined as the first row of adjacent parcels. If the design of the alternatives is modified, the APE will be revised accordingly, in consultation with LACMTA and SHPO. See APE Map, Attachment D.

Historic Resources Screening Methodology

In accordance with 36 CFR Part 800.4(a)(2) all existing and potential archaeological resources and built environment resources that are located within a project's APE will be identified. Within the APE, FTA and LACMTA will identify historic properties, which are those that are listed in or eligible for inclusion in the National Register and/or California Register of Historical Resources (California Register). Historic property identification efforts are being conducted in accordance with the Code of Federal Regulations (CFR) and will be conducted by qualified archaeologists and architectural historians who meet the National Park Service Professional Qualification Standards (PQS). The cultural resources field investigations will follow California OHP guidelines for documenting historic resources and the appropriate National Park Service National Register Bulletins for evaluating historic properties.

Background research will be conducted to provide context for the identification of potential historic properties and to verify field data. This will include the preparation of a cultural resources records search through the California Historic Resource Information System, located at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. The SCCIC records search will identify previous cultural resources work and previously recorded cultural resources within a 0.5-mile radius of the Project APE. The California Historical Resources Information System (CHRIS) search included a review of the Archaeological Determinations of Eligibility list and available historical maps, which will assist in determining the potential to encounter archaeological resources in areas with no ground visibility. The SCCIC records search will be supplemented with local survey data including SurveyLA and archival research including but not limited to historic aerial photographs, building permit data, city directories and newspaper articles.

Upon completion of the SCCIC records search, an intensive-level survey of the APE will be completed. Field documentation will consist of digital photographs and notes using tablets. The archaeological field survey will include surveyors walking within areas with exposed ground surface. The architectural history fieldwork will include a survey of each property containing built environment resources.

An intensive-level survey will be conducted to determine precisely what historic properties exist the Project APE. The intensive survey will document:

- The kinds of properties that are extant;
- The boundaries of the area surveyed;
- The method of survey, including an estimate of the extent of survey coverage; and
- A record of the precise location of all properties identified.

The Project has a base year of 2018. The estimated opening date is currently 2028 under the P3 accelerated funding/implementation scenario described above. It is anticipated that under a P3 funding approach, the Project would be completed in a single phase by 2028. The proposed undertaking extends 19 miles from downtown Los Angeles to the City of Artesia, largely through heavily developed areas along existing railroad corridors that are surrounding by commercial and industrial properties. Much of the surrounding area along the alignment contains properties that were constructed more than 50 years ago. Further, since the construction date for the project is 2028, there are a significant number of properties that will become 50 before the project is completed.

- Properties constructed prior to 1978, or 40 years of age or older will be surveyed for historic significance.
- Properties constructed before 1978 that retain integrity will be recorded on California Department of Parks and Recreation forms (DPRs) and will be evaluated for NRHP and CRHR eligibility as part of the Project identification phase.
- Properties lacking integrity will be exempt from evaluation. Preparation of DPRs will be substituted with an appendix table depicting a photo of each property. The table will summarize basic information about the exempted property including construction date, parcel number, address and a description of the alterations which warrant the exemption. Only properties that are substantially altered and/or clearly would not be eligible for listing in the NRHP and CRHR would be exempted. An example of the proposed exemption table is included in Attachment E.
- Properties with survey eligibility findings that were completed within the past 5 years will not be updated, unless there are substantial changes to the property identified during the field survey. The previous documentation will be included as an appendix to the Cultural Resources Impacts Report.
- Properties previously determined ineligible for the NRHP and CRHR which have not been surveyed within the past 10 years will be updated with a DPR update form and reevaluated.
- Related properties (i.e., residential tracts, large industrial complexes) will be recorded on a DPR523D District Record and continuation sheets ad potential districts instead of recording each individual building on a DPR523A form.
- If the Project completion date is pushed beyond 2028, additional Section 106 studies that would encompass buildings that would be 50 years of age by the most distant build-out period and properties that did not meet Criterion Consideration G would be required at a future date.

Native American and Tribal Outreach

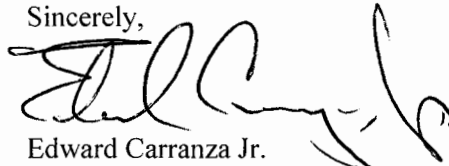
In accordance with 36 CFR Part 800.4(a)(3), local historic groups and other stakeholders that may have an interest in the project will be contacted to gather information on historic resources within the APE. The Native American Heritage Commission (NAHC) was contacted on June 23, 2018 for a sacred lands file search request of the project vicinity and for Native American consultation contacts. LACMTA is currently developing a consultation plan that will include information on the project, historic properties, and potential effects to the Native American tribes and consulting parties for review and comment. Letters detailing the project will be sent to each of the identified interested parties, and follow-up calls will be placed to ensure that stakeholders are given the opportunity to comment. Should any stakeholders have an interest in meeting in person, LACMTA will coordinate with FTA to accommodate their request.

Findings

In accordance with 36 CFR § 800.4, the FTA is requesting your concurrence with the APE and methodology.

Enclosed you will find the Project Vicinity, Project Location, Project Overview, and APE maps for the project. If you have questions or wish to discuss this project, please contact Candice Hughes, Environmental Protection Specialist, at (213) 629-8613, or transmit e-mail to candice.hughes@dot.gov, or contact Adam Stephenson, Transportation Program Specialist, by phone at (213) 202-3957 or by email at adam.stephenson@dot.gov.

Sincerely,



Edward Carranza Jr.
Acting Regional Administrator

Attachments:

- A: Project Location Map
- B: Project Vicinity Map
- C: Project Overview Map
- D: APE Map



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Lisa Ann L. Mangat, Director

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January 18, 2019

In reply refer to: FTA_2018_1224_001

Mr. Edward Carranza Jr.
Acting Regional Administrator
Federal Transit Administration
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

Re: West Santa Ana Branch Transit Corridor Project, Area of Potential Effect (APE) and Identification Methodology, City and County of Los Angeles, California

Dear Mr. Carranza:

The State Historic Preservation Officer (SHPO) received, on December 24, 2018, the Federal Transportation Administration's (FTA) letter initiating consultation in order to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300101) and its implementing regulation at 36 CFR § 800. The Federal Transit Administration (FTA) included the project location, project vicinity, and Area of Potential Effect (APE) maps with the consultation letter.

The West Santa Ana Branch Transit Corridor Project (WSAB) proposes a new light rail transit line that would extend approximately 19 miles from downtown Los Angeles to southeast Los Angeles County, serving the following cities and communities: Arts District, Little Tokyo, Los Angeles, the unincorporated Florence-Firestone community, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos, and Artesia. The route would begin at the Los Angeles Union Station, and terminate in Artesia, California. The undertaking includes a combination of below-grade, at-grade, and aerial alignment, 12 new stations, and 1,600 total new parking spaces at five stations.

As described in the consultation package, the APE encompasses all areas of demolition, ground disturbance, permanent and temporary construction, staging, and parcels proposed for acquisition. The vertical APE has been identified between 50 feet above-grade and 115 feet below-grade, depending on the activity.

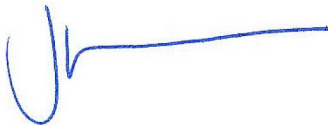
FTA has requested comments on the delineation of the APE and the methodology to streamline the identification and evaluation of historic properties. After reviewing the documentation, the following comments are offered:

- Provide a narrative description of the APE and discussion of why it has been delineated as proposed.

- Explain why on Sheets 9-15, 24, 25, and 27, the APE narrows dramatically and leaves out adjacent parcels, eliminating analysis of potential indirect effects.
- Regarding the identification methodology:
 - It is recommended that FTA consult Sanborn maps, to determine the potential for encountering subsurface historic-era deposits;
 - FTA should keep in mind that contingent upon the results of their currently proposed identification efforts further identification efforts may be required, such as a geoarchaeological analysis that includes an overview of the age of buried soils and sediments in an effort to predict the locations of unidentified subsurface archaeological deposits;
 - FTA should also note that the proposed underground stations in the Northern Section of the APE, specifically at Union Station (Alternative E) is within a known culturally sensitive area and may be within the boundary of the historic property (archaeological) CA-LAN-1575/H.
 - Provide a copy of Attachment E, the proposed exemption table, referenced in the consultation package.
 - Describe further the process for exempting properties “lacking integrity.” Typically there are parameters defined for such exemptions; explain the parameters. Has this been developed, and who will make the determination regarding whether a property lacks integrity?
 - Regarding update of properties with eligibility findings within the past five years; this should be limited to those properties with eligibility findings that have received SHPO concurrence.
- I cannot agree with the proposed methodology at this time. Please revise the consultation to include the information above and resubmit it for review.

If you have any questions, please contact Kathleen Forrest of my staff at (916) 445-7022 or Kathleen.Forrest@parks.ca.gov.

Sincerely,



Julianne Polanco
State Historic Preservation Officer



U.S. Department
of Transportation
**Federal Transit
Administration**

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Ms. Julianne Polanco
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Office of Historic Preservation
California Department of Parks and Recreation
1725 23rd Street, Suite 100
Sacramento, California 95816

APR 26 2019

Subject: Response to SHPO Comments
Regarding Section 106 Consultation for the
West Santa Ana Branch Transit Corridor Project
(FTA_2018_1224_001)

Dear Ms. Polanco:

The Federal Transit Administration (FTA), in cooperation with the Los Angeles County Metropolitan Transportation Authority (LACMTA), is initiating the preparation of a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch Transit Corridor Project (Project) in Los Angeles County. The FTA serves as the Federal Lead Agency under the National Environmental Policy Act (NEPA) and for compliance with Section 106 of the National Historic Preservation Act (NHPA). LACMTA is the local Lead Agency under the California Environmental Quality Act (CEQA). The Project will be a federal undertaking because the FTA will be providing financial assistance.

The State Historic Preservation Office (SHPO) received a letter from FTA on December 21, 2018 pursuant to Section 106 of the NHPA and its implementing regulations (36 Code of Federal Regulations [CFR] Part 800) "Protection of Historic Properties," to initiate the Section 106 consultation process for the Project and to seek SHPO concurrence on the Area of Potential Effects (APE) and methodologies. Cultural resources identification and analysis will be prepared in compliance with Section 106 of the NHPA, as amended, and its implementing regulations contained in 36 Code of Federal Regulations (CFR), Part 800, and applicable sections of the CEQA.

The SHPO responded with a letter dated January 18, 2019, which provided eight comments and questions regarding the project APE and survey methodology. The following is a summary of these comments and questions and FTA's responses. The purpose of this updated consultation letter is to provide responses to SHPO's questions and comments and seek concurrence on the project APE and methodology.

Comment 1: Provide a narrative description of the APE and discussion of why it has been delineated as proposed.

Response 1:

The proposed APE (Attachment D of original letter and reattached as Attachment A) has been delineated in accordance with 36 CFR Part 800.16 (d). The proposed APE encompasses all areas within the alignment which may be directly or indirectly affected by temporary effects and/or permanent features or operational effects related to the Project.

The 19-mile long alignment includes segments that are underground, at-grade, and aerial. The proposed APE has been delineated to consider the potential direct and indirect effects, including visual effects, that may occur within each of these varied segments. The direct APE includes the alignment right-of-way, as well as all associated elements where construction will occur, including stations, laydown yards, maintenance facilities, and parking lots. For the proposed 2.3 miles of underground segment (proposed tunnel) in the northern section of the Project corridor, the direct APE includes the street or parcels directly above the proposed tunnel areas, as well as any other areas with related ground disturbance. For the proposed 12.8 miles of at-grade segment, the direct APE encompasses the width of the existing railroad right-of-way (ROW). For the proposed 4.1 miles of aerial alignment, the direct APE includes the width of the proposed ROW. For the two proposed maintenance and storage facility (MSF) options (one each in the cities of Paramount and Bellflower), the direct APE includes the entire block of buildings that would be demolished to construct the MSF. The MSF option in Paramount would be located 1,300 feet south of the Project alignment along the Pacific Electric Right-of-Way (PEROW). The MSF option in Bellflower would be located on a parcel directly north and adjacent to the alignment. Additionally, construction of the Build Alternatives would require realignment of 0.5 mile of existing Green Line track within the existing, disturbed I-105 ROW. In this area, the direct APE encompasses the width of the existing I-105 ROW to encompass the Green Line alignment and to accommodate restriping of freeway lanes. The direct APE also encompasses areas with potential direct ground disturbance, accounting for temporary (construction) and permanent Project elements including but not limited to: whole or partial parcel acquisitions, at-grade track work, aerial and underground structures, station locations, proposed parking areas, train control, traction power substation (TPSS) sites, ventilation structures, and MSF options. The extent of the direct APE is defined by the direct temporary and permanent disturbance associated with construction and operation of typical Project elements (listed above). The proposed vertical APE varies with the level of proposed disturbance. The APE extends from the existing ground surface to approximately 90 feet above the existing ground surface and approximately 115 feet below the existing ground surface.

The architectural APE has been delineated to encompass all properties that may be indirectly affect by the proposed undertaking. The architectural APE is broadly defined as a one parcel buffer out from the direct APE in all areas where the alignment is underground or aerial, to identify potential noise, vibration or visual effects to historic properties. The architectural APE is also defined as the first row of adjacent parcels in areas where there is construction proposed outside the existing railroad or LACMTA-owned ROW, including proposed station parking, whole or partial parcel acquisitions, laydown areas, TPSS, and MSF options. Because some of these activities may occur on only one side of the alignment, this has resulted in the APE appearing uneven, or “jagged” in certain locations. In instances where the property expands beyond a single parcel from the direct APE (e.g., industrial or institutional complexes), the architectural APE buffer was expanded to encompass additional parcels to evaluate the property as a single resource. Within locations where the proposed alignment would be at-grade, within existing freeway, railroad, or LACTMA-owned ROW, the architectural APE was limited to the direct APE footprint, resulting in the appearance of a narrowed APE in these locations. The architectural APE delineation was reduced in these locations because the introduction of a new light rail system in areas

where rail has historically operated and currently operates would not increase the potential to cause indirect impacts to historic properties.

The following table provides a summary the APE delineation:

APE Delineation

Project Elements	Direct APE	Architectural APE
Within ROW, underground	Area of direct construction	One parcel out from Direct APE
Within existing ROW, at-grade	Area of direct construction, which is limited to existing ROW	Area of direct construction, which is limited to existing ROW
Within ROW, aerial	Area of direct construction	One parcel out from Direct APE
Segments at: - Stations - Park-and-Rides - Maintenance Facility - Construction laydown areas	Area of direct construction	One parcel out from Direct APE
Freeway Crossings	Extent of freeway activities	Extent of freeway activities

Comment 2: Explain why on sheets 9-15, 24, 25, and 27, the APE narrow dramatically and leaves out adjacent parcels, eliminating analysis of potential indirect effects.

Response 2: Throughout the 19-mile long alignment, the APE does expand and contract in specific locations. The project alignment contains a vertical APE that includes underground, at-grade, and aerial segments. The architectural APE was delineated to consider the indirect effects of each of these project components, as well as those outside the existing ROW, including stations, TPSS, parking lots, and maintenance facilities. The APE crosses industrial, commercial and residential areas of Los Angeles County and contains a wide range of property types and parcel sizes. Together, these elements result in an APE that appears to vary in specific locations and the map may not indicate what construction is specifically occurring within each of these locations.

For example, the architectural APE appears narrowed in select locations on sheets 9-15, 24, 25, and 27 in the locations where the proposed alignment is at-grade, within existing railroad or LACTMA-owned ROW. The architectural APE is limited to the project footprint within these areas as the introduction of a rail system in areas where rail currently or historically has operated is not anticipated to have an increased potential to cause indirect impacts to historic properties.

In some locations, the direct APE also expands to include adjacent properties which may be directly impacted by construction activities (See map pages 9 and 10). Also as previously noted, due to the range of property types and varied development history of the area, there are numerous odd-sized and angled properties with and adjacent to the direct and architectural APEs, resulting in the appearance of a varied APE that appears to expand and contract in specific locations (See map pages 11, 23, 25, and 27).

In grade crossing locations where the Project includes associated street improvements, the direct APE was expanded to include the area within the roadway that would require work; however, the improvements are largely signage and striping and therefore the architectural APE was limited to the project footprint in these locations (See map pages 14, 15, and 16).

Comment 3: It is recommended that FTA consult Sanborn maps to determine the potential for encountering subsurface historic-era deposits.

Response 3: Archival research, including Sanborn map review, will be conducted to provide context for the identification of potential historic properties and to verify field data for the entire 19-mile alignment. This analysis will be discussed further in the cultural resources impacts reports. Note that all areas where subsurface deposits may be encountered are included in the direct APE, which will be subject to investigations.

Comment 4: FTA should keep in mind that contingent upon the results of their currently proposed identification efforts further identification efforts may be required, such as a geoarchaeological analysis that includes an overview of the age of buried soils and sediments in an effort to predict the locations of unidentified subsurface archaeological deposits.

Response 4: If additional identification efforts are required, the findings of such analysis will be conducted and incorporated into the cultural resources technical report that will be prepared for the project. As part of the identification process, an intensive archaeological survey will be conducted of the direct APE. The SCCIC records search indicated that the mapped boundary of the historic property (archaeological), CA-LAN-1575/H, is within the Northern Section of the APE, specifically at Union Station (Alternative E). The effects of the undertaking on this historic property will be assessed as part of the cultural resource study. The project APE is heavily urbanized and the ground visibility within the direct APE is relatively poor (less than 10 percent) due to the developed nature of the Project area.

Comment 5: FTA should also note that the proposed underground stations in the Northern Section of the APE, specifically at Union Station (Alternative E) is within a known culturally sensitive area and may be within the boundary of the historic property (archaeological) CA-LAN-1575/H.

Response 5: Background research is being conducted to provide context for the identification of known historic properties within a 0.5-mile radius of the direct APE. As part of this effort, a cultural resources records search was conducted through the California Historic Resource Information System, located at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. Results of the record search indicate that the mapped boundary of the historic property (archaeological), CA-LAN-1575/H, is within the Northern Section of the APE, specifically at Union Station (Alternative E). Cultural resources staff will work with project planners and engineers to avoid and minimize effects to historic properties wherever possible. Once any design refinements are made, the effects of the undertaking on this historic property will be assessed as part of the cultural resource study.

Comment 6: Provide a copy of Attachment E, the proposed exemption table, referenced in the consultation package.

Response 6: The proposed exemption table is provided as Attachment C to this letter and provides a sample selection of exempted properties and the justification for their exemption.

Comment 7: Describe further the process for exempting properties “lacking integrity.” Typically, there are parameters defined for such exemptions; explain the parameters. Has this been developed, and who will make the determination regarding whether a property lacks integrity?

Response 7: Properties that are lacking sufficient integrity to convey their potential historic significance will be exempt from evaluation. Preparation of DPR forms will be substituted with an appendix table depicting a photo of each property (a sample of the table is included as Attachment B. Properties lacking sufficient integrity are those lacking the critical essential physical features that convey a property's significance, e.g., the application of non-original siding, the wholesale replacement and/or infill of windows and doors, significant primary and secondary elevation additions, and the removal of primary character-defining features. Each property will be examined against the seven aspects of integrity to fully understand the property's physical features and how they relate to its significance.

All property exemptions will be made by a qualified senior-level Architectural Historian who meets the National Park Service PQS for Architectural History and History utilizing the archival research developed for the Project and any available historic contexts. Exemptions will be confirmed during field survey. No properties will be exempted that are listed in a local survey of historical properties, or if the extent of alterations or the age of a property is not readily discernible. Further, properties would not be exempted that are found to have potential significance utilizing applicable historic context statements, which contain evidence of associations with significant historic events or individuals (Criterion A or B), potential to yield information important to history (Criterion D), the presence of tribal or community concerns, and/or inclusion as a potential contributing element within a larger property requiring evaluation, such as a historic district.

Exempted properties will be documented in a table that provides a photograph of the property, its construction date, area parcel number and a summary of the noted alterations which support its exemption. Only properties that are substantially altered and/or clearly would not be eligible for listing in the NRHP and CRHR would be exempted. An attachment providing a sample selection of exempted properties and the justification for their exemption is attached to this matrix (Attachment B).

Comment 8: Regarding update of properties with eligibility findings within the past five years; this should be limited to those properties with eligibility findings that have received SHPO concurrence.

Response 8: Noted. Properties with survey eligibility findings that have been completed and received SHPO concurrence within the past 5 years will not be updated, unless there are substantial changes to the property identified during the field survey. The previous documentation will be included as an appendix to the cultural resources impacts report.

Update on Native American and Tribal Outreach

In accordance with 36 CFR Part 800.4(a)(3), Native Americans and Tribes that may have an interest in the project were contacted to gather information on historic resources within the APE. The Native American Heritage Commission (NAHC) was contacted on three separate occasions: June 9, 2017, July 27, 2017, and August 30, 2018 for a sacred lands file search request of the project vicinity and to request a list of Native American consultation contacts. Each time, the NAHC provided a list of tribes/individuals with traditional lands or cultural places within the APE. A total of eight tribes/individuals were identified within these three separate NAHC sacred lands searches. FTA sent letters to each individual on December 14, 2018 to seek their input on any resources within the APE. Follow-up calls were placed on January 29, 2019 to those contacts who did not provide a response to the letter from FTA. Should any stakeholders have an interest in meeting in person, FTA will coordinate with LACMTA to accommodate their request.

Findings

In accordance with 36 CFR § 800.4, the FTA is requesting your concurrence with the APE and methodology.

If you have questions or wish to discuss this project, please contact Candice Hughes, Environmental Protection Specialist, at (213) 629-8613, or transmit e-mail to candice.hughes@dot.gov, or contact Adam Stephenson, Transportation Program Specialist, by phone at (213) 202-3957 or by email at adam.stephenson@dot.gov.

Sincerely,



Ray Tellis
Regional Administrator

Attachments:

A: APE Map

B: Sample Exemption Table



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Lisa Ann L. Mangat, Director

Julianne Polanco, State Historic Preservation Officer
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Telephone: (916) 445-7000 FAX: (916) 445-7053
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May 29, 2019

In reply refer to: FTA_2018_1224_001

Mr. Ray Tellis
Regional Administrator
Federal Transit Administration
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

Re: West Santa Ana Branch Transit Corridor Project, Area of Potential Effect (APE) and Identification Methodology, City and County of Los Angeles, California

Dear Mr. Tellis:

The State Historic Preservation Officer (SHPO) received, on April 29, 2019, the Federal Transportation Administration's (FTA) letter continuing consultation in order to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300101) and its implementing regulation at 36 CFR § 800. The Federal Transit Administration (FTA) included the Area of Potential Effect (APE) maps and example exemption table with the consultation letter. The current consultation was submitted in response to the SHPO's comments of January 18, 2019.

The West Santa Ana Branch Transit Corridor Project (WSAB) proposes a new light rail transit line that would extend approximately 19 miles from downtown Los Angeles to southeast Los Angeles County, serving the following cities and communities: Arts District, Little Tokyo, Los Angeles, the unincorporated Florence-Firestone community, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos, and Artesia. The route would begin at the Los Angeles Union Station, and terminate in Artesia, California. The undertaking includes a combination of below-grade, at-grade, and aerial alignment, 12 new stations, and 1,600 total new parking spaces at five stations.

As described in the consultation package, the APE encompasses all areas of demolition, ground disturbance, permanent and temporary construction, staging, and parcels proposed for acquisition. The direct APE includes the alignment right-of-way, as well as stations, laydown areas, maintenance facilities, parking lots, and all areas of associated ground disturbance. The indirect APE has been defined the first row of adjacent parcels outside the direct APE. The APE is limited to the right-of-way when project activities are within existing railroad right-of-way. The vertical APE has been identified between 90 feet above-grade and 115 feet below-grade, depending on the activity.

FTA has proposed an alternative identification strategy for the undertaking. As described in FTA's December 21, 2018 consultation, all existing and potential historic properties within the APE will be identified by individuals meeting the Secretary of the Interior's Professional Qualifications Standards (PQS) in the appropriate discipline. Background research, including records search and archival research, will be conducted, and an intensive-level survey of the APE will be completed.

Due to the accelerated funding/implementation scenario, FTA has proposed a streamlined identification methodology for built environment properties. In brief, those built environment determined to lack integrity, as fully explained in both the December 21, 2018 and April 29, 2019, consultation packages, will be exempt from evaluation. Preparation of DPR 523 forms for these properties will be substituted with an appendix table depicting a photo of each property, construction date, parcel number, address, and description of alterations that warrant the exemption. FTA has provided a sample of this table in the current consultation. FTA has defined "properties lacking sufficient integrity" as "those lacking the critical essential physical features that convey a property's significance, e.g., the application of non-original siding, the wholesale replacement and/or infill of windows and doors, significant primary and secondary elevation additions, and the removal of primary character-defining features." All exemptions will be made by a senior-level architectural historian meeting the Secretary's PQS.

FTA has requested comments on the delineation of the APE and the methodology to streamline the identification and evaluation of historic properties. After reviewing the documentation, the following comments are offered:

- Pursuant to 36 CFR § 800.4(a)(1), I have no comments on the FTA's APE.
- Regarding the proposed alternative identification, I agree that this methodology is an appropriate way to proceed at this time. Depending on the results of the identification efforts and adequacy of documentation, additional identification may be necessary to satisfy the requirements of 36 CFR §§ 800.4(b) and 800.11.

I look forward to continuing consultation with FTA. If you have any questions, please contact Kathleen Forrest of my staff at (916) 445-7022 or Kathleen.Forrest@parks.ca.gov.

Sincerely,



Julianne Polanco
State Historic Preservation Officer



U.S. Department
of Transportation
**Federal Transit
Administration**

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March 30, 2020

Julianne Polanco
California State Historic Preservation Officer
Office of Historic Preservation
California Department of Parks and Recreation
1725 23rd Street, Suite 100
Sacramento, CA 95816

Attention: Ms. Natalie Lindquist, State Historian

Re: Revised APE and NRHP Eligibility Determinations
for West Santa Ana Branch Transit Corridor Project
(FTA_2018_1224_001)

Dear Ms. Polanco:

The Federal Transit Administration (FTA), in coordination with the Los Angeles County Metropolitan Transportation Authority (LACMTA), is continuing consultation with the California State Historic Preservation Office (SHPO) under Section 106 of the National Historic Preservation Act (36 Code of Federal Regulations [CFR] 800) for the West Santa Ana Branch (WSAB) Transit Corridor Project (Project). This letter requests your comments on revisions to the Area of Potential Effects (APE) as well as concurrence on the determinations of eligibility that were completed for this Project pursuant to 36 CFR 800.4.

The APE map with highlighted revisions is shown in Attachment A. Attachment B contains the summary of determinations of historic property eligibility for the National Register of Historic Places (NRHP). The *West Santa Ana Branch Transit Corridor Cultural Resources Survey Report* provides information on the results of a records search conducted through the California Historical Resources Information System (CHRIS), Section 106 consultation and Native American consultation, archival research, and historic properties identification efforts undertaken for the Project (Attachment C).

Background

The Project is a proposed light rail transit line that would extend through Southeast Los Angeles County. The Project includes four Build Alternatives, referred to as Alternatives 1, 2, 3, and 4.

Alternatives 1 and 2 differ in the Project's Northern Section but share a common alignment from the Arts/Industrial District Station to the southern terminus at the proposed Pioneer Station in the City of Artesia. Both Alternatives 1 and 2 total approximately 19.3 miles in length.

Alternative 3 extends 14.8 miles and begins at the Slauson/A Line Station, following along the same alignment as Alternatives 1 and 2 to the southern terminus at the proposed Pioneer Station. Alternative 4 extends 6.6 miles and begins at the I-105/C Line Station and terminates at the proposed Pioneer Station. All four Alternatives include the following components: station configurations, parking facilities, crossings (at-grade, freeway, elevated street, and elevated rail), traction power substation facilities, and maintenance and storage facilities. Alternative 1 includes two design options: Design Option 1 proposes to change the northern terminus for Alternative 1 from the Los Angeles Union Station (LAUS) Forecourt to behind the Metropolitan Water District building on the east side of LAUS. Design Option 2 proposes to add the Little Tokyo Station under Alternative 1.

On December 21, 2018, FTA initiated Section 106 consultation with your office regarding the APE and the proposed approach to the survey, identification and evaluation of built environment resources. In a letter dated January 18, 2019, the SHPO responded with comments. In a letter dated April 26, 2019, FTA provided additional information. SHPO indicated that they had no further comments on the APE and agreed that the screening methodology was appropriate on May 29, 2019.

Revisions to the Area of Potential Effects

The APE has been delineated to consider potential direct and indirect effects, including potential noise, vibration or visual effects to historic properties. For considerations of "direct APE," the APE includes areas of direct effect and ground disturbance such as the alignment right-of-way (ROW), stations, laydown yards, maintenance facilities, and parking lots plus street or parcels directly above the proposed tunnel areas. The APE extends from the existing ground surface to approximately 90 feet above the existing ground surface and approximately 115 feet below the existing ground surface. To account for indirect effects to the built environment as part of "architectural APE" considerations, the APE generally includes a one parcel buffer (except where the alignment is at-grade and project work is limited within the existing ROW) and the width of a highway where construction activities cross highways.

Since 2019, project design modifications have resulted in an expansion of the APE. Design modifications involved the following: development of traffic mitigation measures, sidewalk, refinements to the Project alignment, and additional work in areas that were previously not identified for any ground disturbance. Consistent with the previous delineation of the APE, a one parcel buffer under the architectural APE was not included in areas where traffic mitigation measures (such as restriping) or other project work was limited within the existing ROW.

Revisions to the APE since May 2019 are shown on the attached map and marked with aqua blue hatching (Attachment A). NO changes are on APE Sheets 1-3, 5-7, 12, 14-17, 19-20, 23-25, 28, 29, 31, 32. A summary of these changes are follows:

- APE Sheet 4: Expansion of the APE to include Map Reference Number (MRN) 4-039 as a result of the laydown area proposed for the corner of South Santee and East 8th Streets
- APE Sheet 8: Expansion of the APE to include 1764 Vernon Avenue (5106-004-001) as a result of the laydown area proposed for the corner of Long Beach and East Vernon Avenues
- APE Sheet 9: Expansion of the APE in the area around Slauson Boulevard and Morgan Avenue for the A Line reconstruction
- APE Sheets 9, 10, 11, 13: Expansion of the APE to accommodate traffic mitigation measures
- APE Sheet 18: Expansion of APE for revision to the alignment
- APE Sheet 21: Notation for MRN 21-027 (I-105/Century Freeway-Transitway Historic District) as a resource eligible for the NRHP
- APE Sheet 22: Expansion of APE to include one additional property (MRN 19-10 for sidewalk improvements and refinement of the APE along I-105
- APE Sheet 26: Expansion of APE to include one additional property (MRN 26-005) for sidewalk improvements and three adjacent properties were added to the APE in this area
- APE Sheets 27 and 30: Expansion of the APE (within existing ROW) to accommodate traffic mitigation measures
- APE Sheet 33: Expansion of the APE in the vicinity of South Avenue for the A Line reconstruction

Section 106 Consultation

On June 23, 2017, the Native American Heritage Commission (NAHC) was contacted for a request a review of the Sacred Lands File (SLF). NAHC responded on July 27, 2017. Following changes to the Project alignment, a search of the SLF was again requested on August 30, 2018, and the NAHC responded on September 11, 2018. Both SLF searches noting that sites have been located within the Los Angeles quadrangle of the APE. The NAHC recommended that the Gabrieleño Band of Mission Indians – Kizh Nation be contacted to obtain additional information regarding these sites. The NAHC also provided lists of groups or individuals who may have additional information regarding cultural resources that may exist within the APE.

On December 14, 2018, FTA sent Section 106 consultation letters to the Native American contacts provided by the NAHC. The letter included information on the identification of prehistoric sites, and sacred and/or traditional cultural properties in the APE. Responses were received from three Native American groups. On January 3, 2019, the Kizh Nation sent an email to the FTA requesting Section 106 consultation for the Project. Following telephone and email correspondence, on March 13, 2020, Andrew Salas, Chairperson for the Kizh Nation agreed in an email that the mitigation developed for the purposes of Assembly Bill 52 would be acceptable for the purposes of Section 106.

On February 11, 2019, Adrian Morales of the Gabrieleño/Tongva San Gabriel Band of Mission Indians emailed a response also requesting Section 106 consultation.

Mr. Morales requested that the South Central Coastal Information Center (SCCIC) record searches and all other informational data source be inclusive of a 1.0-mile radius search. In response to this request, the SCCIC record search was updated increasing the radius from 0.5 to 1-mile.

In addition, Robert Dorame, Chairperson for the Gabrieleño Tongva Indians of California Tribal Council discussed the Project with FTA staff on January 29, 2019. He stated he would respond to the request by email. While efforts were made to follow up with Mr. Dorame, no further response was received.

Local interested party consultation was initiated on September 20, 2017, when letters were sent to 17 local government entities, historic preservation advocacy, and history advocacy groups to request information regarding historic properties that may be located within the APE. Letters described the original proposed Project and its related draft APE, including location maps. Due to changes to the Project alignment, a second letter was sent to these same contacts on March 18, 2019. Follow-up, via email and telephone, with the initial parties (17) was undertaken between May and June 2019, and subsequent follow-up efforts were conducted as necessary.

To expand the reaches of consultation effort, a second round of consultation letters was sent to an additional six consulting parties (historical societies and similar organizations) to request information regarding historic properties that may be located within the APE on February 4, 2020. Follow-up, via email and telephone for these parties were completed in February 2020.

To date, Metro has received responses from the following:

- *Cities:* Artesia, Bell, Bellflower, Cerritos, Cudahy, Downey, Los Angeles, Huntington Park, and Paramount.
- *County:* Los Angeles County
- *Organizations:* City of Downey Historical Society, Los Angeles Union Station Historical Society (LAUSHS), Old Spanish Trail Association, Los Angeles Conservancy and the Los Angeles Railroad Heritage Foundation.

Representatives from the cities of Bell, Cerritos, Paramount, and Los Angeles County in addition to the Old Spanish Trail Association expressed no concerns regarding potential cultural resources within the vicinity of the APE. Representatives from the cities of Artesia, Bellflower, Cudahy, Downey, and Huntington Park responded to consultation efforts by providing lists of known or potential cultural resources thought to be located in the vicinity of the APE. In most cases, these lists were brief and included from one to six resources. A contact from the City of Los Angeles Office of Historic Resources recommended that SurveyLA be reviewed to assist in the identification of historic properties. The LAUSHS expressed a desire for potential station entrances in the vicinity of Los Angeles Union Station, a historic property, to be consistent in their design with the station's existing architecture. Aside from Los Angeles Union Station itself, the LAUSHS expressed no concern regarding cultural resources in the APE or its vicinity.

Record Search and Field Survey

The CHRIS records search identified nine previously recorded archaeological resources (P-19-001575, P-19-002849, P-19-003181, P-19-003389, P-19-003588, P-19-003862, P-19-004171, P-19-004201, and P-19-004202) within the APE.

Only one (P-19-001575) has been previously evaluated for listing in the NRHP. The field survey determined that seven of the eight unevaluated resources (P-19-002849, P-19-003181, P-19-003588, P-19-003862, P-19-004171, P-19-004201, and P-19-004202) are in developed areas that contain no exposed ground surface. For the purposes of this undertaking, these seven archaeological resources are treated as eligible for listing in the NRHP under Criterion D.

P-19-003889 is located on an undeveloped property. No archaeological remains associated with P-19-003889 were observed in the APE during the field survey. A Phase II testing program conducted at P-19-003889 in 2007 found that subsurface cultural remains at the site were highly disturbed; no intact primary cultural deposits or features were identified by the test excavations. Based on the negative findings of the current field survey and previous Phase II study, P-19-003889 was found ineligible for listing in the NRHP.

The results of the built environment field survey identified 674 properties containing buildings, structures, or objects that were constructed prior to 1978, more than 50 years before the anticipated Project construction date of 2028. Of those 674 properties, 220 properties were found to be substantially altered. They no longer retain sufficient integrity to convey potential significance. The CHRIS records search and background research identified 18 properties previously listed in or determined eligible for the NRHP. These properties were field checked during the survey but were not recorded on Department of Parks and Recreation (DPR) forms. Three previously recorded properties were found to no longer be extant (P-19-090550, P-19-190532, P-19-186945). DPR forms were prepared for the 436 properties in the APE that were not exempted or previously listed in or determined eligible for the NRHP. Of the 436 properties evaluated for historical significance, 36 were identified as eligible for listing in the NRHP (Attachment B). The remaining 400 properties recorded were found ineligible for listing in the NRHP.

Finding

Pursuant to 36 CFR 800.4, FTA requests your comments on the revised APE and concurrence on the determinations of eligibility of the 36 properties, the treatment of seven archaeological sites as eligible for the NRHP, and 400 resources as not eligible for the NRHP.

The FTA will evaluate effects on historic properties and consult with your office on potential effects following the completion of the forthcoming Cultural Resources Effects Report.

If you have any questions, please contact Ms. Mary Nguyen, Environmental Protection Specialist, at (213) 202-3960 or by email at mary.nguyen@dot.gov.

Sincerely,

Ray Tellis
Regional Administrator

Attachments:

- A. Area of Potential Effects Map
- B. Determinations of Eligibility Table
- C. West Santa Ana Branch Transit Corridor Cultural Resources Survey Report (March 2020)

CC: Meghna Khanna, West Santa Ana Branch Transit Corridor Project, Senior Director,
Countywide Planning & Development, LACMTA



Metro

Los Angeles County
Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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January 30, 2020

Michael A. Shull
General Manager
Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Shull:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the parks or other resources below as being publicly owned and publicly accessible parks near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of these parks or resources under Section 4(f).

Park or resource	Location
Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park)	125 Paseo de la Plaza Los Angeles
Fred Roberts Recreation Center	4700 S. Honduras St. Los Angeles

The City of Los Angeles Department of Recreation and has been identified as an agency with jurisdiction over the resources. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource or otherwise identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA has not identified a potential temporary or permanent impact to these parks or resources, but requires this information to continue the analysis for the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of Los Angeles Department of Recreation and Parks is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

CC: Sergio Ibarra
CC: Helen Jadali
CC: Steve Garcia
CC: Clare Kelley

Attachment 1: Project Factsheet

Next stop: new rail to Southeast LA County.

WEST SANTA ANA BRANCH TRANSIT CORRIDOR



Metro

FALL 2019



Overview

Metro is evaluating a new light rail transit (LRT) line that will connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. The West Santa Ana Branch Transit Corridor (WSAB) Project is a 19-mile corridor undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process to prepare the corridor for LRT.

The project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the LA County average. This rail corridor is anticipated to serve commuters in a high travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to Metro's Green and Blue lines.

Goals

The main goals of the WSAB Project are to:

1. Provide mobility improvements
2. Support local and regional land-use plans and policies
3. Minimize environmental impacts
4. Ensure cost effectiveness and financial feasibility
5. Promote equity

Background

Previous studies analyzed opportunities for transit connections in southeast LA County, including:

- > Alternatives Analysis (AA) (2013) – Southern California Association of Governments (SCAG) assessed alternatives to add a new connection along a 34-mile corridor from Union Station in LA County to the City of Santa Ana in Orange County, and recommended the LRT alignment as the preferred transit mode and northern alignment alternatives for further consideration.
- > Technical Refinement Study (TRS) (2015) – Metro built on the recommendations in the SCAG AA with a focus on the LA County segment of the Pacific Electric Right-of-Way (ROW)/WSAB project corridor. This study identified four new northern alignment options, updated capital cost and ridership forecasts, and analyzed specific challenges identified in the SCAG AA within the LA County segment.

- > Northern Alignment Options Screening Report (2017) – Metro analyzed six northern alignment options. Upon review, the Metro Board of Directors approved carrying forward four of the northern alignment options identified in the TRS for environmental study and initiated the scoping process for this project.

- > In May 2018, the Metro Board selected two Northern Alignment Alternatives – Alternative E: Alameda Underground and Alternative G: Downtown Transit Core Underground – to proceed into the Draft EIS/EIR.

In December 2018, the Metro Board updated the project definition after receiving feedback through scoping and other ongoing outreach efforts. Key updates to the project definition include: aerial structure over the I-10 (Santa Monica) Freeway; five new aerial grade separations; three proposed stations removed from further study (Washington, Vernon, 183rd/Gridley); removal of the optional Bloomfield extension and station; and elimination of Alternative G2 (Pershing Square design option).

Initial Operating Segments (IOS)

Metro is evaluating the following two Initial Operating Segments (IOS) options as part of the EIS/EIR to accelerate delivery of the project faster than assumed in the Measure M Expenditure Plan:

- > IOS 1 – I-105 (Century Freeway)/Green Line Station to Pioneer Station
- > IOS 2 – Slauson Station to Pioneer Station

These IOS options were developed based on physical infrastructure limits and barriers, major origins/destinations, market trends and high activity areas. Proposed stations serving major activity areas and operational feasibility were also considered. These options were identified for further evaluation based on how they met the project's five goals.

The EIS/EIR will study the entire project and the two IOS options. If an IOS option is implemented, connectivity to downtown LA could be accomplished via a transfer to existing Metro lines.

Public-Private Partnerships (P3)

Metro is evaluating the feasibility and potential benefits of delivering the WSAB Project through a Public-Private Partnership (P3) program. P3s do not provide additional funding but may enhance financial capacity to advance construction in certain cases, along with other potential benefits to the project. Metro is engaging with the P3 industry to explore options to enhance financial capacity in order to advance construction of the full corridor.

West Santa Ana Branch Transit Corridor Project Overview



Northern Alignment Alternatives

Alternatives E and G are the two northern alignments currently being studied as part of the Draft EIS/EIR with the following station termini options:

Alternative E: Alameda Underground

- > Los Angeles Union Station (LAUS) Forecourt
- > LAUS east of the Metropolitan Water District (MWD)

Alternative G: Downtown Transit Core Underground

- > At 8th St/Flower, with a pedestrian connection to 7th St/Metro Center

Corridor Overview

- > 19 miles
- > 12 new stations
- > Five new Park & Ride facilities
- > Study area: 98 square miles
- > Population and employment densities are five times higher than LA County

Environmental Planning Process

The WSAB Project's environmental process is well defined by federal requirements stipulated in the National Environmental Policy Act (NEPA) and state environmental requirements stipulated in the California Environmental Quality Act (CEQA). The flow chart below highlights the major milestones in the environmental study phase.

Project Delivery and Coordination

The project is on schedule for environmental clearance and the Draft EIS/EIR is expected to be released in December 2020. The Metro Board is anticipated to select a Locally Preferred Alternative in April 2021.

The WSAB Project involves a shared corridor of approximately ten miles of freight-owned Right-of-Way (ROW) that runs along the Wilmington and La Habra Branches (owned by Union Pacific Railroad, UPRR) and the San Pedro Subdivision (owned by the Ports of Los Angeles and Long Beach). Staff is actively coordinating with UPRR and the Ports to obtain agreement on design and ROW, which is needed to advance the project.

Funding

Per Measure M and Metro's Long Range Transportation Plan (LRTP) financial forecast, as amended, the project has a

\$4 billion (B) (2015\$) allocation of funding (comprised of Measure M and other local, state and federal sources). Measure M funding becomes available in two cycles:

- > FY 2028 - \$1B
- > FY 2041 - \$3B

The current project cost is estimated to be \$6.5-\$6.6B (in 2018\$), contingent upon further project design, coordination with freight railroad and the Ports on ROW, and development of First/Last Mile plans and costs.

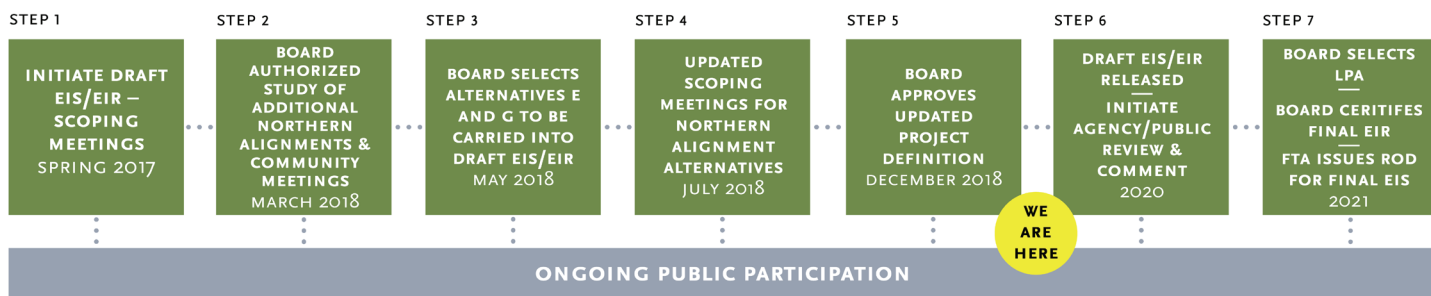
Measure M indicates that an early project delivery may be made possible with a P3 delivery method. A P3 with a comprehensive delivery approach is being pursued as part of a strategy for accelerating a significantly increased project scope by 2028.

Project Involvement

Metro is committed to a comprehensive outreach program that provides project stakeholders with the necessary tools and resources to be educated and informed, and provide valuable input at key milestones. The Draft EIS/EIR is anticipated to be circulated in December 2020 and will include public hearings in early 2021 and an official public comment period.

Phases of Project Development

Updated Environmental Planning Process



Draft EIS/EIR = Draft Environmental Impact Statement/Report
 FTA = Federal Transit Administration
 LPA = Locally Preferred Alternative
 ROD = Record of Decision

CONTACT US

Meghna Khanna, Project Manager
 Metro
 One Gateway Plaza, MS 99-22-7
 Los Angeles, CA 90012

213.922.6262

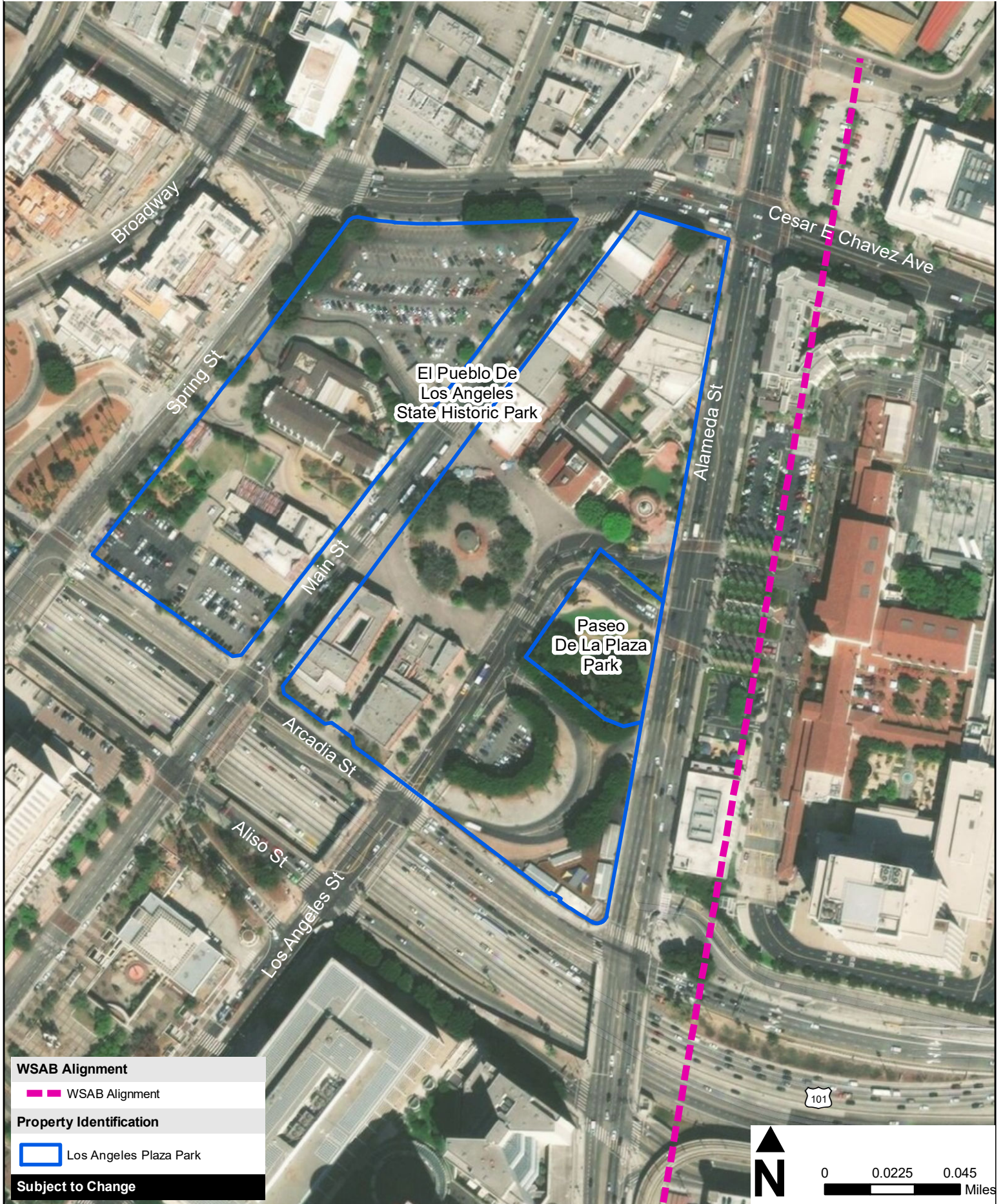
wsab@metro.net

metro.net/wsab

[@metrowsab](https://twitter.com/metrowsab)

[metrowsab](https://www.facebook.com/metrowsab)

Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property



WSAB Alignment

— WSAB Alignment

Property Identification

▭ Fred Roberts Recreation Center

Subject to Change



0 0.0125 0.025 Miles



February 12, 2020

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza, MS 99-22-7
Los Angeles, CA 90012

**WSAB PROJECT: ENVIRONMENTAL SECTION 4(F) CONSULTATION
LOS ANGELES PLAZA PARK AND FRED ROBERTS RECREATION CENTER SITE
CONTROL INQUIRY - CONFIRMATION OF RAP JURISDICTION AND CONTROL**

This correspondence is in response to your letter dated January 30, 2020 requesting for the confirmation of RAP controlled property commonly known as Los Angeles Plaza Park and Fred Roberts Recreation Center. Department of Recreation and Parks (RAP) staff has determined that RAP has Jurisdiction of the subject properties.

Los Angeles Plaza Park (El Pueblo De Los Angeles State Historic Park and Monument and Paseo de la Plaza Park) is located at 125 Paseo de la Plaza, Los Angeles, CA 90012. While RAP maintains ownership, City Ordinance No. 167,902 approved by City Council on May 7, 1992, transferred site operation to the El Pueblo de Los Angeles Historical Monument Authority Department.

Fred Roberts Recreation Center is located at 4700 S. Honduras St., Los Angeles, CA 90011. According to the Superior Court of the State of California Final Order of Condemnation dated July 19, 1956, this property is, "condemned in fee for public playground and recreation purposes."

The following supporting documents are attached for reference, and review:

1. City Ordinance No. 167,902
2. Final Order of Condemnation C.E. 400-1




Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
February 12, 2020
Page 2

Should there be any question or additional information required, please contact Cid Macaraeg, Senior Management Analyst II, at (213) 202-2608 or Bryan Miller, of my staff at (213) 202-3192.

Sincerely,

MICHAEL A. SHULL
General Manager



DARRYL FORD
Acting Superintendent
Planning, Maintenance and Construction Branch

DF/CM/BDM:ct

Attachment

An ordinance of the City of Los Angeles enacted pursuant to Section 32.1 (a) of the City Charter creating the El Pueblo de Los Angeles Historical Monument Authority Department and providing for the transfer to said Department of the powers, duties and functions relating to the operation, management, maintenance and control of the El Pueblo de Los Angeles Historical Monument.

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. Chapter 25 is added to Division 22 of the Los Angeles Administrative Code to read as follows:

CHAPTER 25
EL PUEBLO DE LOS ANGELES HISTORICAL MONUMENT AUTHORITY
DEPARTMENT

ARTICLE 1
CREATION AND PURPOSE

Sec. 22.620. Creation of Department and Purpose.

(a) There is hereby created a department in City government to be known as the El Pueblo de Los Angeles Historical Monument Authority Department, hereinafter referred to in this Chapter as the "Department," which shall operate, manage, maintain and control all of the property, including adjacent and nearby parking lots, included within the El Pueblo de Los Angeles Historical Monument and heretofore operated by the Department of Recreation and Parks, except public streets, sewers in the public streets, Water and Power facilities, street lights, and similar facilities or equipment which are operated, managed, maintained and controlled by City departments other than the Department of Recreation and Parks.

(b) The Department shall operate, manage, maintain and control the above described property in a manner that will enhance the theme of each of the unique areas located within the Monument boundaries consistent with Section 4.5 of Chapter 1358 of the Statutes of 1987, the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the history of each area. For example, the Italian Hall shall be restored and operated in a manner consistent with its theme, a Chinese history museum shall be established in the Monument, and Olvera Street shall be operated, managed, maintained and controlled in a manner that will preserve and positively reflect the early Mexican history of the City, revitalize the Mexican marketplace atmosphere now in existence, and preserve and enhance the historic buildings on the street.

(c) For purposes of this Chapter, the phrase "operate, manage, maintain and control" shall have the same meaning as the commonly understood meaning of each of those terms and shall include the power and duty to plan, design, develop, construct, rehabilitate, reconstruct, restore, repair, improve, and otherwise administer any and all parts or areas of the Monument.

(d) The Department shall be the successor in interest as to all rights, liabilities, benefits, privileges, and immunities of the Department of Recreation and Parks created by or arising from any and all contracts and agreements relating to the operation, management, maintenance and control of the Monument and in effect as of the operative date of the transfer of powers, duties and functions under this Chapter.

ARTICLE 2

EL PUEBLO DE LOS ANGELES HISTORICAL MONUMENT AUTHORITY COMMISSION

Sec. 22.621. Control and Management of Department.

The Department shall be under the control and management of a board of seven commissioners to be known as the Board of El Pueblo de Los Angeles Historical Monument Authority Commissioners, hereinafter referred to in this Chapter as the "Board."

Sec. 22.622. Composition of the Board.

The Board shall be composed of seven persons, all of whom shall be at all times electors of the City. Each member shall be appointed by the Mayor, subject to confirmation by the City Council by majority vote. The members of the Board shall be exempt from all civil service provisions and, to the extent feasible, shall be selected to provide representation of the following disciplines on the Board: Business, Arts/Culture, Law, Community Service, Los Angeles History, Banking and Finance, and Architecture. However, no person shall be appointed or confirmed to serve on the Board who is a current tenant, lessee, or operator of a business in the Monument.

Sec. 22.623. Terms of Members of the Board.

The term of office for each member of the Board shall be four (4) years and shall begin with the first day of July of the respective years. Provided, however, that the terms of the initial appointments of Board Members shall begin on the date the appointee is confirmed and sworn into office and end on June 30 of the year indicated below for the respective offices:

Office No. 1	- 1993
Offices Nos. 2 and 3	- 1994
Offices Nos. 4 and 5	- 1995
Offices Nos. 6 and 7	- 1996

Each appointment to fill a vacancy on the Board shall be for the period of the unexpired term.

Sec. 22.624. Meetings and Compensation.

The members of the Board shall be paid \$50 per meeting for each meeting of the Board attended, not to exceed \$250 in any one calendar month.

Sec. 22.625. Conflict of Interest.

Members of the Board and Board nominees shall be subject to all ethics and conflict of interest laws and regulations applicable to existing boards and commissions of the City of Los Angeles.

Sec. 22.626. Facilities and Equipment on Adjoining Sidewalks, Streets and Ways.

The Board shall have the power and authority to approve street lights, street and sidewalk surfaces, fixtures and other appliances and furnishings proposed to be located in or on the sidewalks, streets and ways immediately adjoining the Monument in order to maintain and enhance the ambiance and character of the Monument. No such improvements shall be made or installed without the approval of the Board; provided that the incremental costs, if any, of complying with the changes required by the Board to obtain its approval of such proposed improvements shall be paid by the Department. If the Board is unwilling or unable to pay for such incremental costs within a reasonable time and the City Council or the other City department proposing to make such improvements is unable or unwilling to pay for such incremental costs, such improvements shall be deemed approved.

Sec. 22.627. Limitation as to Real Property.

Neither the Board nor the Department shall have the power or the right to acquire or sell any real property for or on behalf of itself or of the City.

Sec. 22.628. General Charter Requirements.

Except as otherwise expressly provided in this Chapter, the provisions of Charter sections 71 through 89, inclusive, shall apply to the Board in the same manner and to the same extent as they apply to departments created by Charter section 70 (b). All employees, including the general manager, of the Department shall be subject to Article IX of the City Charter.

ARTICLE 3
FINANCIAL RESPONSIBILITIES

Sec. 22.629. Operating Expenses.

All of the costs and expenses incurred in the operation, management, maintenance and control of the Monument or related thereto shall be paid by the Department from the revenues received from the operation of the Monument or from other activities or sources by the Department.

Sec. 22.630. El Pueblo de Los Angeles Historical Monument Revenue Fund.

All revenues derived from the operation of the Monument or activities at the Monument, including the proceeds from any rental or lease thereof, all other revenues or monies received by the Department, and all appropriations made to the Department, shall be deposited into a special interest earning trust fund to be designated as the "El Pueblo de Los Angeles Historical Monument Revenue Fund," which fund is hereby established. Said fund is hereinafter referred to in this Chapter as the "Fund". All interest and earnings which accrue from the investment of monies in the Fund shall accrue and be deposited to the credit of the Fund. All costs and expenses incurred in the operation, management, maintenance and control of the Monument or related thereto, shall be paid solely from the Fund. The Trust Fund shall be under the exclusive control of the Board and all expenditures and deposits shall be made in accordance with this Chapter and the rules and procedures established by the Board. The monies deposited in the Fund shall be expended solely for the purposes set forth herein and shall not revert to the General Fund.

Sec. 22.631. Limitations on Support from the General Fund.

The General Fund shall not be obligated to finance any cost or expense associated with the operation, management, maintenance or control of the Monument. However, nothing shall preclude the City Council, with the approval of the Mayor, from appropriating funds for such purposes to the Department. The City Council intends that the proceeds of the bond issue authorized by the voters in 1990 (Proposition G) and designated to seismically stabilize buildings and structures in the Monument be applied for the approved purpose as determined by the Board.

ARTICLE 4
POWER TO ENTER INTO CONTRACTS

Sec. 22.632. Board's Power to Enter Into Contracts.

(a) The Board shall have the power to enter into contracts for services and leases as it deems necessary for the operation, management, maintenance and control of the Monument. The Board shall be subject to the requirements and provisions of the City Charter and of this Code with respect to such contracting and leasing. However, the Board shall not have authority to contract with an individual or firm as a master tenant, developer, or operator of all the commercial property within the Monument, except for that portion of the Monument known as the Pico-Garnier Block.

(b) Because of the need to preserve the stability and character of Olvera Street as a Mexican marketplace, and because under the current circumstances competitive contracting of the concessions on Olvera Street would work an incongruity, would produce no advantage, and would make it impossible to preserve the Street's unique character and its true essence and flavor, the Council hereby finds that it would be impracticable, and incompatible with the best interests of the City and the Monument, to engage in a competitive contracting process for new concession agreements for the operation of the businesses on Olvera Street. Therefore, the Board is hereby authorized to negotiate new long term concession agreements with the existing merchants on Olvera Street without any arbitrary or artificial limit as to their duration, but rather with such duration to be determined based on what is negotiated as being fair and reasonable in light of all the other terms and conditions negotiated for such contracts. The Board shall develop the criteria which it proposes to use in determining the lengths of the terms for such contracts so as to treat all merchants equitably regardless of the size of the particular merchant's business. Such criteria shall be submitted to the City Council for its approval prior to the commencement of contract negotiations. The Board shall provide appropriate relocation assistance whenever a continuing tenant's business must be relocated within the Monument to meet the needs of the Monument. To the extent feasible, whenever a tenant's business is so relocated it shall be relocated to space that is comparable space to that previously occupied by such business.

ARTICLE 5
ADVISORY COMMITTEES

Sec. 22.633. Advisory Committees.

The Board shall create as many advisory committees

as it deems appropriate but must establish and maintain an El Pueblo De Los Angeles Historical Monument Merchants Advisory Committee and a Friends of El Pueblo de Los Angeles Historical Monument Advisory Committee. The El Pueblo de Los Angeles Historical Monument Merchants Advisory Committee shall consist of 7 members. Each merchant group listed below shall select the number of merchant members designated as their representative on the Advisory Committee:

Retail	3
Small Food Service	1
Restaurant	1
Office, Banking etc.	1
Artistic, Service or	
Creative Design	1

The Board shall establish appointment criteria for the Friends of El Pueblo de Los Angeles Historical Monument Committee and establish minimum meeting requirements and rules for each of the Committees. The Committees shall meet, consult and provide advice, assistance and information to the Board on any matter affecting the Monument.

ARTICLE 6 MAYOR AND COUNCIL APPROVALS

Sec. 22.634. Actions Requiring Mayor and Council Approval.

The following actions of the Board shall require prior approval of the City Council and the Mayor in order to become effective and before their implementation:

1. Master plans, development plans, and amendments thereto.

2. Debt financing of any kind.

3. The annual budget for the Department, including expenditures for capital improvements, and amendments, deletions or additions thereto.

4. Creation of all personnel authority.

5. Notwithstanding the provisions of this section, the City Council, the Arts, Health and Humanities Committee of the City Council, or the Chair of said Committee may at any time require a report from the Board on any subject properly under the jurisdiction of the Board.

ARTICLE 7
TRANSFER OF POWERS, DUTIES AND FUNCTIONS

Sec. 22.635. , Operative Date of Transfer of Powers, Duties and Functions.

(a) The transfer of functions for the Monument to the Department pursuant to City Charter Section 32.1 (a) shall become operative at such time as personnel, funds and equipment to perform such functions are first provided for in the Budget or any amendment thereto for the Department by appropriate action of the City Council and Mayor. It is the intention of the City Council to transfer to the Department all positions relative to the Monument which currently exist in the Department of Recreation and Parks or which are funded by the El Pueblo de Los Angeles Historic Park Trust Fund and which the Board determines to be required by the Department. It is also the intention of the City Council that all positions transferred to the Department be filled with personnel who occupy such positions at the time of such transfer. Rules and regulations previously authorized and adopted for the operation, management, maintenance and control of the Monument, or relative thereto, shall remain in full force and effect.

(b) Between the effective date of this Ordinance creating the Department and the respective applicable effective date of each transfer of resources, the authority to operate the Department will be limited to an exercise of those powers, duties and functions for which resources have already been so provided by the City Council and the Mayor.

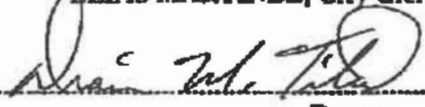
(c) Those powers, duties and functions of the Department of Recreation and Parks related to and affected by the transfer of powers, duties and functions by this Chapter are hereby transferred to the El Pueblo de Los Angeles Historical Monument Authority Department in the manner and at the times provided herein. The nature and character of the real property comprising the Monument as a park or recreational site shall not be affected by this Chapter and said real property shall continue to be subject to the provisions of City Charter Section 170, except that the Board shall act in place and stead of the Board of Recreation and Park Commissioners with respect thereto.

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Sec. 2 The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAY 05, 1992

ELIAS MARTINEZ, City Clerk,

By 
Deputy.


Approved MAY 7 1992


Mayor.

Approved as to Form and Legality

April 14, 1992
James K. Hahn, City Attorney

LAJ 415574 5/13

By 
PEDRO B. ECHEVERRIA ~~XXXXXX~~
Senior Assistant City Attorney
File No. 90-0124-53

400-1

R/W 22748-1

7098

C. E.
400-1

1 ROGER ARNEBERGH, City Attorney
 2 400 City Hall, Los Angeles
 3 Michigan 5211 - St. 2334
 4 PEYTON H. MOORE, JR., Div's Chief Dep. City Att'y.
 5 By ELTON V. SEPER, Deputy City Attorney
 6 Attorneys for Plaintiff

7
 8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 IN AND FOR THE COUNTY OF LOS ANGELES

10
 11 THE CITY OF LOS ANGELES, a
 12 Municipal corporation, NO. 651 000
 13 Plaintiff.
 14 - vs - FINAL ORDER OF CONDEMNATION
 15 CHARLOTTE YANKLE, also known
 16 as Charlotte A. Yankle, Recorded July 25, 1956
 17 et al., Document No. 4221 in
 18 Defendants. Book 51834 Page 382 C. R.

19 Roger Arnebergh, City Attorney, Peyton H. Moore, Jr.,
 20 Division Chief Deputy City Attorney and Elton V. Seper, Deputy City
 21 Attorney, the attorneys for the plaintiff in the above entitled pro-
 22 ceeding in eminent domain, having made proof to the satisfaction of
 23 this Court that the sum of money heretofore found to be the total
 24 compensation and award proper to be paid herein by the Interlocutory
 25 Judgment of Condemnation in said proceeding which was entered in
 26 Judgment Book 1118, Page 64, in the office of the Clerk of this
 27 Court, on the 27th day of June, 1956, has been paid into Court for
 28 the benefit of the persons entitled thereto by reason of the terms
 29 of, and in accordance with said Interlocutory Judgment of Condemnation.

30 NOW, THEREFORE, IT IS HEREBY ORDERED,
 ADJUDGED AND DECREED:
 That the fee in the real property located easterly of

1 Honorable Street and northerly of 48th Place, in The City of Los
2 Angeles, County of Los Angeles, State of California, and described
3 in Paragraph V of the complaint on file herein and hereinafter be
4 and the same is hereby condemned to the use of the plaintiff THE
5 CITY OF LOS ANGELES, a municipal corporation, and to the use of the
6 public for public playground and recreation purposes of The City of
7 Los Angeles, a municipal corporation;

8 That the real property which is hereby condemned in
9 fee for public playground and recreation purposes is located in The
10 City of Los Angeles, County of Los Angeles, State of California,
11 and is more particularly described as follows:

12 That portion of the west half of the Northeast 1/4 of
13 Section 16, Township 2 South, Range 13 West, S.B.S. & M. bounded
14 and described as follows, to wit:

15 Beginning at the southwest corner of Lot 15 in
16 Block 5 of Dow and Miles Subdivision of the Town of Verdugo as
17 per map recorded in Book 26, Page 40 of Miscellaneous Records, in
18 the office of the County Recorder of Los Angeles County; thence
19 easterly along the southerly line of said Lot 15 and the easterly
20 prolongation thereof a distance of 152.45 feet more or less to an
21 intersection with the westerly line of the westerly roadway of Long
22 Beach Avenue as established by Decree of Condemnation in Superior
23 Court Case No. B-25662, recorded in Book 1422, Page 226 of Official
24 Records, in the office of said County Recorder; thence southerly
25 along said westerly line a distance of 386.35 feet more or less to
26 the northerly line of 48th Place, as established by deed recorded
27 in Book 238, Page 312 of Official Records, in the office of said
28 County Recorder; thence westerly along said northerly line a
29 distance of 134.36 feet more or less to the easterly line of Hon-
30 orable Street, 60 feet wide; thence northerly along said easterly
31

400-1-004

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line of Honduras Street = distance of 826.42 feet more or less to
the point of beginning.

DATED: this 19th day of July, 1956.

ROY L. HERNDON
PRESIDING JUDGE OF THE SUPERIOR
COURT

Execution Approved
by R. L. Herndon, Judge
July 19 1956 *Lowell*

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Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 30, 2020

Mark Hovatter
Chief Facilities Executive
Facilities Services Division
333 South Beaudry Avenue
Los Angeles, CA 90017

Subject: WSAB Project Environmental Section 4(f) Consultation

Dear Mr. Hovatter:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement

measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks, recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project’s proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

Section 4(f) applies to public school playgrounds that are open to the public and serve either organized or substantial walk-on recreational purposes that are determined to be significant. The term “playground” includes areas of the school property developed and/or used for public park or recreation purposes such as baseball diamonds, soccer fields, tennis courts, track and field facilities and other similar features. Section 4(f) would apply if the public recreation area permits visitation of the general public at any time during the normal operating hours. Section 4(f) would not apply when visitation is permitted to a select group only and not to the entire public. A school playground that serves only school activities and functions is not subject to Section 4(f) requirements (unless it is a historic site).

LACMTA and FTA have identified the resources below as being publicly owned and publicly accessible parks near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of these parks or resources under Section 4(f).

Park or resource	Location
Lillian Street Elementary School	5909 Lillian St. Los Angeles
San Antonio Elementary School	6222 State St. Huntington Park
Legacy High School	5225 Tweedy Blvd. South Gate

The Los Angeles Unified School District has been identified as an agency with jurisdiction over the resources. LACMTA and FTA are requesting that your agency to verify and/or provide the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency makes the resources available to the public during a portion of the day or year.
- c) If used by the public, whether your agency manages that use or has an agreement with another jurisdiction for the public use.
- d) If used by the public, that your agency identifies the resources as a public park of national, state, or local significance that is accessible to the public.

- e) If used by the public, that the areas shown on the attached figures accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the school playground areas.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis and will consider the Los Angeles Unified School District as the agency with jurisdiction and the school playgrounds may or may not be considered significant public recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Properties

CC: Sergio Ibarra

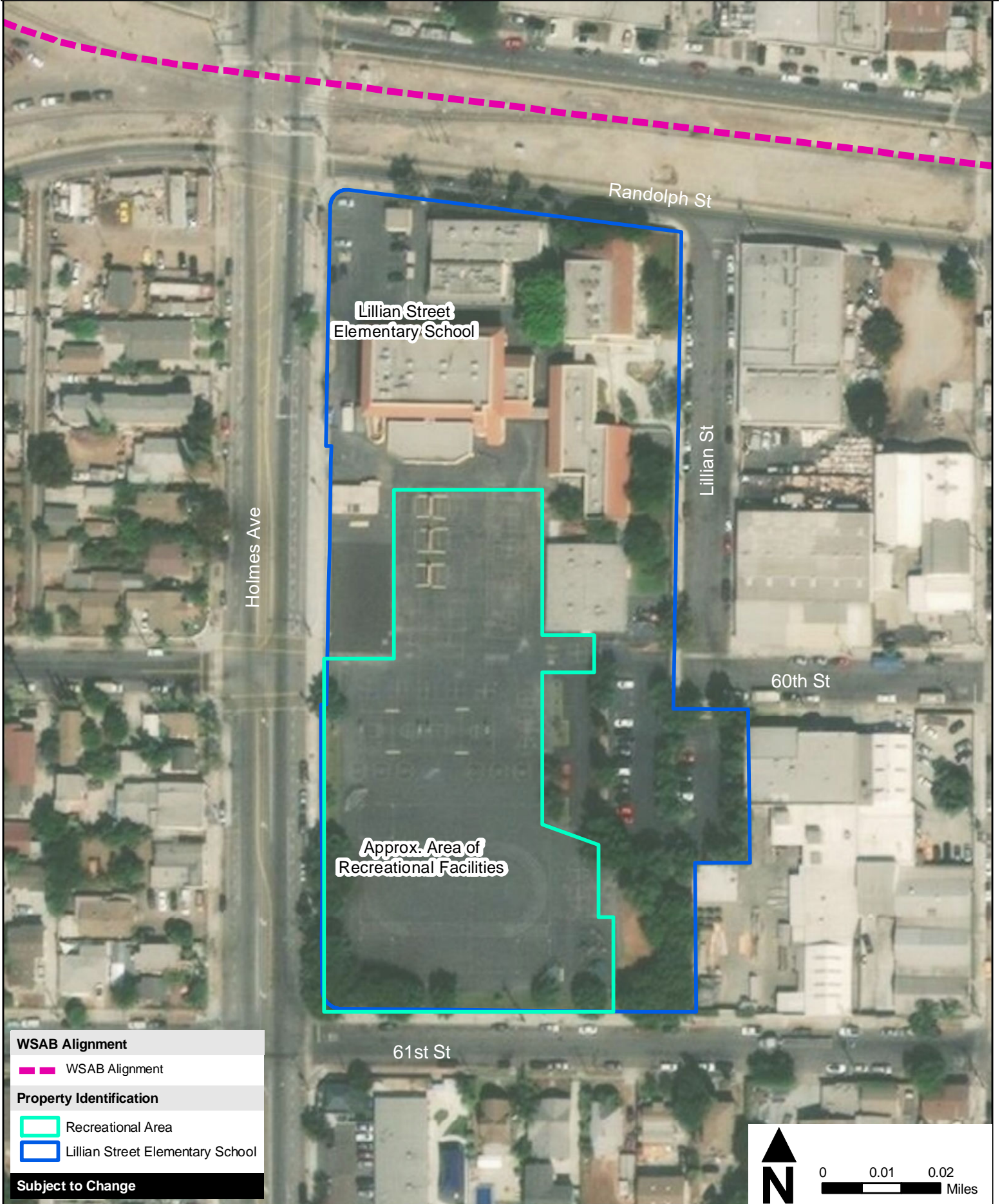
CC: Helen Jadali

CC: Steve Garcia

CC: Clare Kelley

Attachment 2: Identified Section 4(f) Property

Lillian Street Elementary School



Attachment 2: Identified Section 4(f) Property

San Antonio Elementary School



Attachment 2: Identified Section 4(f) Property Legacy High School





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

Ricardo Reyes
6550 Miles Avenue
Huntington Park, CA 90255
c/o City Manager, Room 205

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Reyes:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

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3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks, recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource	Location
Salt Lake Park	3401 E. Florence Ave. Huntington Park

The City of Huntington Park Department of Parks and Recreation has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of Huntington Park Department of Parks and Recreation is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
 LA Metro
 Senior Director, Countywide Planning & Development
 One Gateway Plaza (Mail Stop 99-22-7)
 Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property





Metro

Los Angeles County
Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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January 29, 2020

Mike Flad
City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Flad:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource	Location
Hollydale Community Center/Park	12221 Industrial Ave. South Gate

The City of South Gate Parks and Recreation Department has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park and community center.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of South Gate Parks and Recreation Department is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet
Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property





City of South Gate

Parks & Recreation Department

WWW.CITYOFSOUTHGATE.ORG

Parks Make Life Better!

February 12, 2020

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Subject: WSAB Project: Environmental Section 4(f) Consultation

Mrs. Khanna:

This letter is in response to the Section 4(f) Consultation letter the City of South Gate received on January 29, 2020. In the letter you identified the following:

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource

Location:

*Hollydale Community Center/Park
12221 Industrial Avenue
South Gate, CA, 90280*

The City of South Gate Parks and Recreation Department has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) *Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.*

Answer: The City of South Gate Parks & Recreation Department has jurisdiction over Hollydale Community Park. The official with jurisdiction is:

Steve Costley
Acting Director of Parks & Recreation
4900 Southern Avenue
South Gate, CA 90280
323.563.5494

b) *Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.*

Answer: Hollydale Community Park is identified as a public park which is accessible to the public.

c) *That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.*

Answer: The area shown on the attached figure is accurate and does reflect the public park and recreational facility.

Comments: The City is concerned regarding the following items:

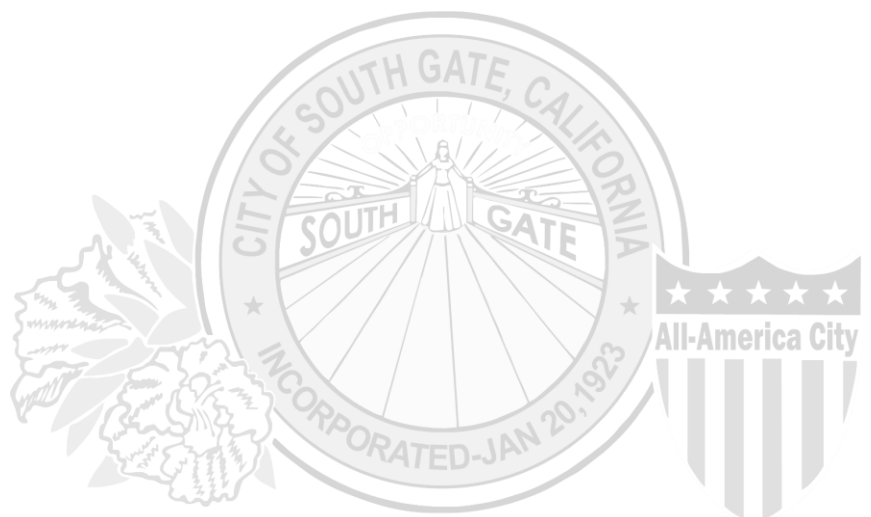
- Noise from the trains
- Safety for youth and adults using the park
- Debris that may be created from the trains using the tracks

Should you need further information please feel free to contact me.

Sincerely,



Steve Costley
Acting Director of Parks & Recreation
City of South Gate
scostley@sogate.org
323.563.5494





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

John Moreno
City Manager
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Moreno:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

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3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

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Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource	Location
Paramount Park	14400 Paramount Blvd. Paramount

The City of Paramount Community Services and Recreation Department has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.
- d) That the City of Paramount Community Services and Recreation Department understands License Agreement A000604 executed November 10, 1993 between LACMTA and the City of Paramount that authorizes park expansion, parking, landscaping, and lighting until LACMTA requires the land for transportation. The agreement includes the clause “[LAC]MTA shall have the right to terminate this Agreement [...] by delivering thirty (30) days prior written notice to Licensee, provided that [LAC]MTA, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes.”

In the context of this agreement, LACMTA and FTA recognizes the boundary of the Section 4(f)-protected property as the area of the park within City of Paramount land ownership, and the portion within LACMTA ownership and covered by license agreement as a temporary permitted use of right of way. LACMTA may require all or part of the land covered in the license agreement for completion of the WSAB Transit Corridor Project. At this time, LACMTA has not identified potential temporary and/or permanent impact beyond the right of way that is in temporary use for park expansion, parking, landscaping, and lighting, but requires this information for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of Paramount Community Services and Recreation Department is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property





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Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

Scott Law
Director of Facilities
Paramount Unified School District
15110 California Avenue
Paramount, CA 90723

Subject: WSAB Project Environmental Section 4(f) Consultation

Dear Mr. Law:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

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Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project’s proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

Section 4(f) applies to public school playgrounds that are open to the public and serve either organized or substantial walk-on recreational purposes that are determined to be significant. The term “playground” includes areas of the school property developed and/or used for public park or recreation purposes such as baseball diamonds, soccer fields, tennis courts, track and field facilities and other similar features. Section 4(f) would apply if the public recreation area permits visitation of the general public at any time during the normal operating hours. Section 4(f) would not apply when visitation is permitted to a select group only and not to the entire public. A school playground that serves only school activities and functions is not subject to Section 4(f) requirements (unless it is a historic site).

LACMTA and FTA have identified the resources below as being publicly owned and publicly accessible parks near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of these parks or resources under Section 4(f).

Park or resource	Location
Paramount High School	14429 Downey Ave. Paramount
Paramount High School West Campus	14708 Paramount Blvd. Paramount
Paramount Park Middle School	14608 Paramount Blvd. Paramount

The Paramount Unified School District has been identified as an agency with jurisdiction over the resources. LACMTA and FTA are requesting your agency to verify and/or provide the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency makes the resources available to the public during a portion of the day or year.
- c) If used by the public, whether your agency manages that use or has an agreement with another jurisdiction for the public use.
- d) If used by the public, that your agency identifies the resources as a public park of national, state, or local significance that is accessible to the public.

- e) If used by the public, that the areas shown on the attached figures accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the school playground areas.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis and will consider the Paramount Unified School District as the agency with jurisdiction and the school playground areas may or may not be considered significant public recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

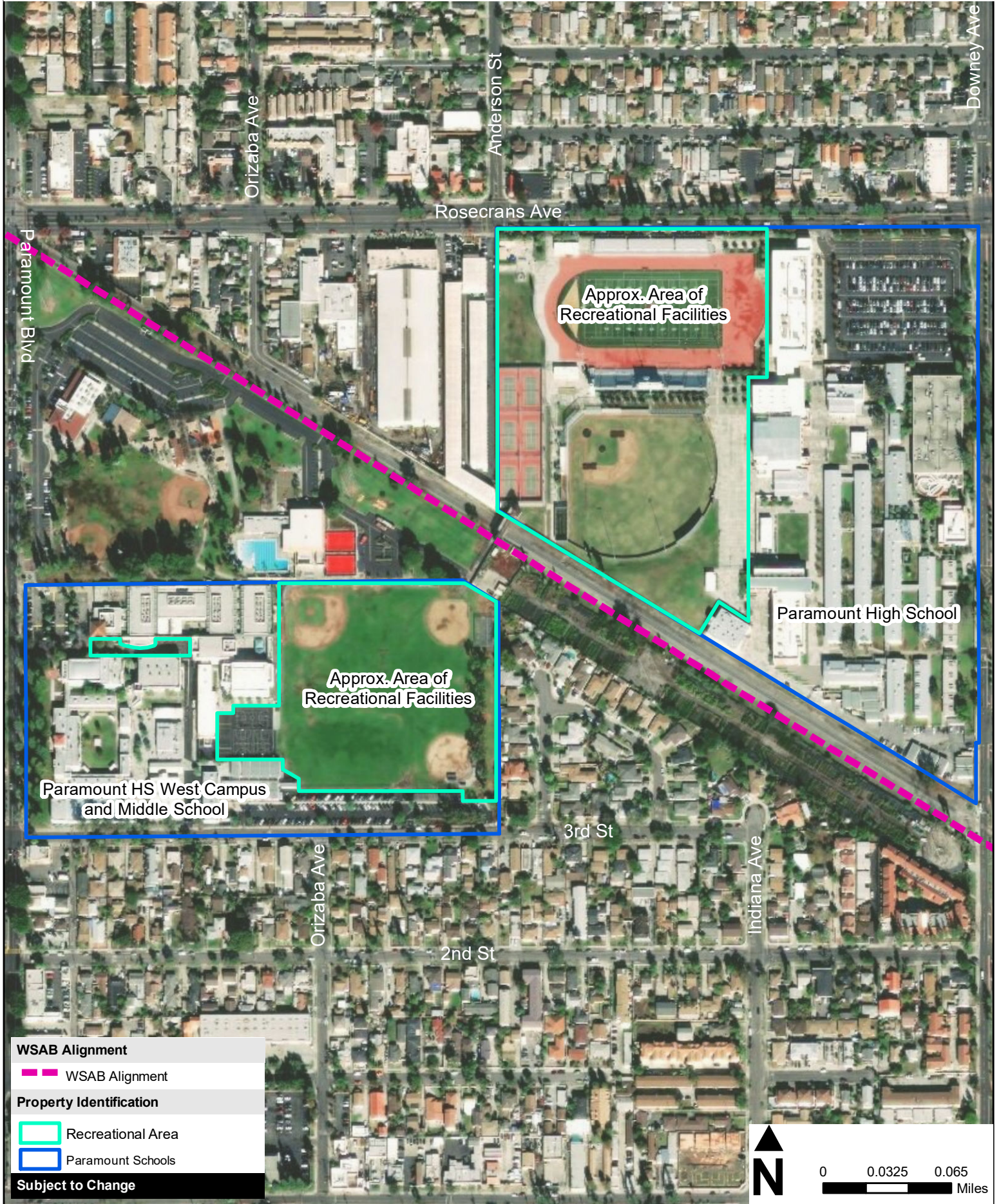
Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

- Attachment 1: Project Factsheet
- Attachment 2: Identified Section 4(f) Property

CC: John Moreno

Attachment 2: Identified Section 4(f) Property



From: [Khanna, Meghna](#)
To: [Chau, Eric](#); [Carlson, Kristin](#); [Spurgeon, Lawrence](#)
Subject: FW: Paramount Unified LACMTA Information
Date: Tuesday, February 18, 2020 9:37:44 AM

FYI

Sent from [Mail](#) for Windows 10

From: Scott Law <SLaw@paramount.k12.ca.us>
Sent: Tuesday, February 18, 2020 9:35:50 AM
To: Khanna, Meghna <KhannaM@metro.net>
Cc: Scott Law <SLaw@paramount.k12.ca.us>; Ruben Frutos <RFrutos@paramount.k12.ca.us>
Subject: Paramount Unified LACMTA Information

Good Ms. Khanna,

The Paramount Unified School District has been identified as an agency with jurisdiction over the resources: Paramount High School, Paramount High School West Campus, and Paramount Park Middle School. I have provided the following information, answering the requests about those sites from LACMTA and FTA.

- a. Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource. **Yes, Paramount Unified School District has jurisdiction over Paramount High School, Paramount High School West Campus, and Paramount Park Middle School.**
- b. Whether your agency makes the resources available to the public during a portion of the day or year. **No, the sites are not open to the public. Some exceptions are, Polling places, youth sports hosted by the City of Paramount.**
- c. If used by the public, whether your agency manages that use or has an agreement with another jurisdiction for the public use. **Paramount Unified School District has a joint Use Agreement with the City of Paramount for after-school use of school athletic fields for city sponsored youth sports.**
- d. If used by the public, that your agency identifies the resources as a public park of national, state, or local significance that is accessible to the public. **Not Applicable**
- e. If used by the public, that the areas shown on the attached figures accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility **Not Applicable**

Thank you,

Scott Law

Director of Facilities and Projects PUSD



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

Jeffrey Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Subject: WSAB Project Environmental Section 4(f) Consultation

Dear Mr. Stewart:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park and other resources below as being publicly owned and publicly accessible park(s) near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource	Location
Ruth R. Caruthers Park	10500 E. Flora Visa St. Bellflower
Bellflower Bike Trail and appurtenant improvements	Within LACMTA right-of-way, between Lakewood Boulevard and the San Gabriel River

The City of Bellflower Department of Parks and Recreation has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.
- d) That the City of Bellflower Department of Parks and Recreation's understanding of the Bikeway License Agreement executed December 28, 2006 and revised June 13, 2007, between LACMTA and the City of Bellflower authorizes the construction, maintenance, and use of the bikeway as a subordinate right to LACMTA's right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances along the property.

At this time, LACMTA requires this information to continue the analysis for the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park or bike trail.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that City of Bellflower Department of Parks and Recreation is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property



The City of Bellflower

Families. Businesses. Futures.

16600 Civic Center Drive, Bellflower, CA 90706

Tel 562.804.1424 Fax 562.925.8660 www.bellflower.org



February 10, 2020

LA Metro
Meghna Khanna, AICP
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Dear Ms. Khanna,

The City of Bellflower is in receipt of the Metro letter regarding WSAB Project Environmental Section 4(f) Consultation dated January 29, 2020. In regards to the table in the letter that identifies "Park or Resource" along with "Location," the City's response to the Metro's questions are as follows:

- a) The agency that has jurisdiction should be listed as "City of Bellflower" not "City of Bellflower Department of Parks and Recreation." The official with jurisdiction over both resources would be Jeffrey L. Stewart, City Manager;
- b) Caruthers Park is identified as a "local" resource and the Bellflower Bike Trail is identified as a "regional" resource as it spans multiple cities and connects to the existing bike/pedestrian paths on both the L.A. River and the San Gabriel River;
- c) The areas shown on your attachments accurately reflect their location;
- d) The City is aware and acknowledges the license agreement between the City and LACMTA for the pedestrian/bicycle trail and that it is a subordinate right granted to the City.

In addition to the two locations listed in the letter, I would like to take this opportunity to request that additional City-owned facilities that lay adjacent to LACMTA rail right-of-way be added to this list. These locations are as follows:

9108 Somerset Blvd (APN 6271-001-900) & 15230 Lakewood Blvd (APN 6271-001-901)

Both parcels are owned by the City and are currently leased out to Hollywood Sports as an action sports themed operator. The former use (golf course) and current use (Hollywood Sports) are considered to be park uses. The southern edge of this property is adjacent to Metro's right-of-way. It is considered a "regional" resource with the current use granted to the leasee.

Page 1 of 2

> Juan Garza
Mayor

Dan Koops
Mayor Pro Tem

Ray Dunton
Council Member

Raymond Y. Hamada
Council Member

Sonny R. Santa Ines
Council Member

9203 Flora Vista St (APN 6271-011-901 & APN 6271-001-902)

This location is owned by the City and serves as Flora Vista Dog Park. The property is considered to be park use and can be designated as a "local" resource. The southern end of the park lies adjacent to Metro's right-of-way.

16336 Bellflower Blvd. (APN 7109-009-903)

This location is owned by LACMTA and leased to the City for the operation and maintenance of the historical Pacific Electric Depot building and restroom building. The PE Depot is considered a "regional" designation and has significant historical value to the Bellflower community.

16400 Bellflower Blvd (APN 7109-010-905 & APN 7109-010-906)

This location is owned by the City and serves as The Mayne Events Center as well as the LA County Fire Museum. It is considered a park facility as it is available to the public for use. It is considered a "regional" resource due to the nature of both uses. The northern end of the property lies adjacent to Metro's right-of-way.

At this time, the City is requesting that these additional facilities be added to your existing list as a park or historical resource in Bellflower.

If you have any questions, please feel free to contact me at (562) 804-1424, ext. 2259. Thank you.

Regards,



Len Gorecki
Asst. City Manager/Director of Public Works

March 3, 2021

Jeffery Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Subject: WSAB Project Environmental Section 4(f) Consultation

Dear Mr. Stewart:

Thank you for your letter of February 10, 2020, in response to Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Federal Transit Administration (FTA)'s request for consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966. For more background on the requirements of Section 4(f), please see LACMTA's letter of January 29, 2020.

Your February 10, 2020, letter identified additional properties for LACMTA and FTA to review as part of the Section 4(f) Evaluation. At this time, LACMTA and FTA are requesting additional information about one of the properties, Hollywood Sports, located at 9108 Somerset Blvd (APN 6271-001-900) and 15230 Lakewood Blvd (APN 6271-001-901), to determine if Section 4(f) applies to the property.

In determining whether Section 4(f) applies to a property, FTA follows the Section 4(f) Policy Paper (USDOT 2012), which requires consideration of parks and recreational areas of national, state, or local significance that are both publicly owned and open to the public. Generally privately-owned recreational enterprises would not be subject to Section 4(f); however, because the leased property on which Hollywood Sports operates its business is publicly owned, FTA must determine if Section 4(f) applies to the property. To make that determination, FTA follows policy that:

Publicly owned land is considered to be a park, recreation area or wildlife and waterfowl refuge when the land has been officially designated as such by a Federal, State or local agency, and the officials with jurisdiction over the land determine that its primary purpose is as a park, recreation area, or refuge. Primary purpose is related to a property's primary function and how it is intended to be managed.

In addition, the statute itself requires that a property must be a significant public park, recreation area, or wildlife and waterfowl refuge. The term significant means that in comparing the availability and function of the park, recreation area or wildlife and waterfowl refuge, with the park, recreation or refuge objectives of the agency, community or authority, the property in question plays an important role in meeting those objectives.


LACMTA and FTA are requesting the following information from the City of Bellflower to assist in making this determination.

- What is the nature of the agreement between the City of Bellflower and Hollywood Sports?
 - Does Hollywood Sports operate a public park or recreation area on behalf of the City or Bellflower, or

- Does Hollywood Sports lease land from the City of Bellflower, on which they operate a privately-owned commercial enterprise of a recreational nature.
- Has the City of Bellflower, as the official with jurisdiction, officially designated the property at 9108 Somerset Blvd and 15230 Lakewood Blvd as a park or recreation area and determined that its primary purpose is as a park or recreation area?
- As the official with jurisdiction over the property at 9108 Somerset Blvd and 15230 Lakewood Blvd, does the City of Bellflower consider the property a significant public park or recreational area that has an important role in meeting the park and recreation objectives of your agency?

Please let me know if you have questions. You can reach me at KhannaM@metro.net or (213) 922-3931. Please respond to me by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,



Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

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Tel 562.804.1424 Fax 562.925.8660 www.bellflower.org



March 11, 2021

LA Metro
Meghna Khanna, AICP
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Dear Ms. Khanna,

The City of Bellflower is in receipt of the Metro letter regarding the West Santa Ana Branch Project Environmental Section 4(f) Consultation dated March 3, 2021.

This letter serves as the City's response regarding Metro's inquiry to the City-owned parcels located at 9108 Somerset Blvd (APN 6271-001-900) and 15230 Lakewood Blvd (APN 6271-001-901) which are currently leased to Hollywood Sports Park (HSP) for the operation of a commercial paintball and airsoft business on the property. The City does not have management or oversight of this business nor is HSP a contract-operator of a City recreational facility.

The City-owned property currently leased by HSP is zoned O-S (open space) per the City's General Plan. The City has not designated these parcels as significant park or recreation areas, nor identified the HSP operation as having an important role in meeting the park and recreation objectives of the City.

As previously established by City Council Resolution No. 18-67 (attached), the City has determined that the sale of these City-owned parcels for use as a light rail maintenance and storage facility, if this site option is selected, could benefit the Bellflower community. To enter into such an agreement, the City would require compensation for the property at fair market value and would appreciate Metro's commitment to good-faith negotiation if the site option is selected.

If you have any additional questions, please feel free to contact me at (562) 804-1424, ext. 2207.

Sincerely,


Jeffrey L. Stewart
City Manager

Attachment

>

Dan Koops
Mayor

Ray Dunton
Mayor Pro Tem

Raymond Y. Hamada
Council Member

Victor A. Sanchez
Council Member

Sonny R. Santa Ines
Council Member

CITY OF BELLFLOWER

RESOLUTION NO. 18-67

A RESOLUTION REPEALING CITY OF BELLFLOWER RESOLUTION NO. 17-33, ADOPTED JUNE 25, 2017, AND RESTATING THE CITY'S POSITION TO SUPPORT, WITH CONDITIONS, THE POTENTIAL USE OF A 23-ACRE PARCEL (LAKEWOOD/SOMERSET SITE) LOCATED EAST OF LAKEWOOD BOULEVARD AND SOUTH OF SOMERSET BOULEVARD AS A POTENTIALLY APPROPRIATE LOCATION FOR THE PLACEMENT OF A LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY (MTA) LIGHT RAIL MAINTENANCE FACILITY

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds as follows:

- A. The City of Bellflower repeals Resolution No. 17-33 stating the City Council's opposition to placing an Metropolitan Transportation Authority (MTA) light rail maintenance facility at the Lakewood/Somerset site for the purposes of providing support and repair services for the proposed West Santa Ana Branch Extension light rail project.
- B. Subsequent to the adoption of Resolution No. 17-33, the City Council and staff committed to significant additional study regarding the placement of a rail maintenance facility in Bellflower, including specific analysis of the the actual impact to the community of utilizing the Lakewood/Somerset site for such a use, visiting similar facilities in Los Angeles County and the studying the social and monetary costs of providing additional programmed and un-programmed open space development at the Lakewood/Somerset Sight, as well as analyzing the potential enhancement of open space activities at other existing open space facilities in Bellflower, and determined that utilizing the Bellflower/Somerset site as a light rail maintenance facility could, with conditions, impact the community in a beneficial manner.
- C. After considering the additional information, the City Council finds that it could consent to the sale and repurposing of the Lakewood/Somerset site if the following minimum conditions are met: 1) the Light Rail Maintenance Facility will be developed as an aesthetically pleasing, state of the art yard that meets all current noise, air quality, and traffic mitigation measures and coexists harmoniously with the surrounding business and residential communities; 2) the MTA will develop a valid "Bellflower First" hiring policy when staffing the facility; 3) the purchase price paid for the the property will be based on the fair market and will be sufficient to offset the cost of establishing adequate supplemental and/or replacement open space opportunities within the City of Bellflower; 4) the establishment of a rail

maintenance facility at the Lakewood/Somerset site will satisfy completely the MTA's "3% Local Match" in funding from each City along the light rail construction route; 5) the MTA will set aside and develop a location of not less than 1.5 acres of active "open space" within or adjacent to the proposed light rail maintenance facility site to serve the residential community living on Somerset Boulevard and the Bellflower Community as a whole in a manner to be approved by the Bellflower City Council; 6) upon development of the facility, MTA will be solely responsible for compensation and relocation, if necessary, of the long-term leaseholder currently operating a paintball facility at the Lakewood/Somerset Site.

- D. The City of Bellflower requests that the Board of Directors, and its officers, at Eco-Rapid Transit and, potentially, the Board of Directors at MTA consider this item as a formal reconsideration and change in policy from that stated in City of Bellflower Resolution No. 17-33.
- E. The City Manager and his designees are authorized to take whatever actions are deemed necessary to communicate the policy stated within this Resolution with regard to the potential establishment of a Light Rail Maintenance Facility at the Lakewood/Somerset Site.

SECTION 2. This Resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 3. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions are severable.

SECTION 4. To the extent that any other resolution pertaining to the opposition of the efforts of Eco-Rapid Transit and the MTA to study, recommend and potentially site a light rail transit maintenance facility on the Lakewood/Somerset site is incorporated into this Resolution and is superseded in its entirety.

SECTION 5. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy is directed to attest thereto.

SECTION 6. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER THIS 22ND DAY OF OCTOBER 2018.



Ray Dunton, Mayor

ATTEST:



Mayra Ochiqi, City Clerk

APPROVED AS TO FORM:



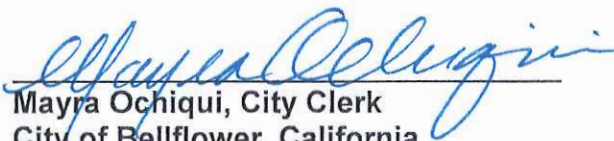
Karl H. Berger, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF BELLFLOWER)

I, **Mayra Ochiqi**, City Clerk of the City of Bellflower, California, do hereby certify under penalty of perjury that the foregoing Resolution No. 18-67 was duly passed, approved, and adopted by the City Council of the City of Bellflower at its Regular Meeting of October 22, 2018, by the following vote to wit:

AYES: Council Members – Garza, Koops, Santa Ines, and Mayor Dunton
ABSENT: Council Members – Schnablegger

Dated: October 23, 2018



Mayra Ochiqi, City Clerk
City of Bellflower, California

(SEAL)



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

Art Gallucci
City Manager
City of Cerritos
18125 S. Bloomfield Avenue
Cerritos, CA 90701

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Gallucci:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

The City of Cerritos Recreation Services Division has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

Park or resource	Location
Rosewood Park	17715 Eric Ave. Cerritos

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of Cerritos Recreation Services Division is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process.

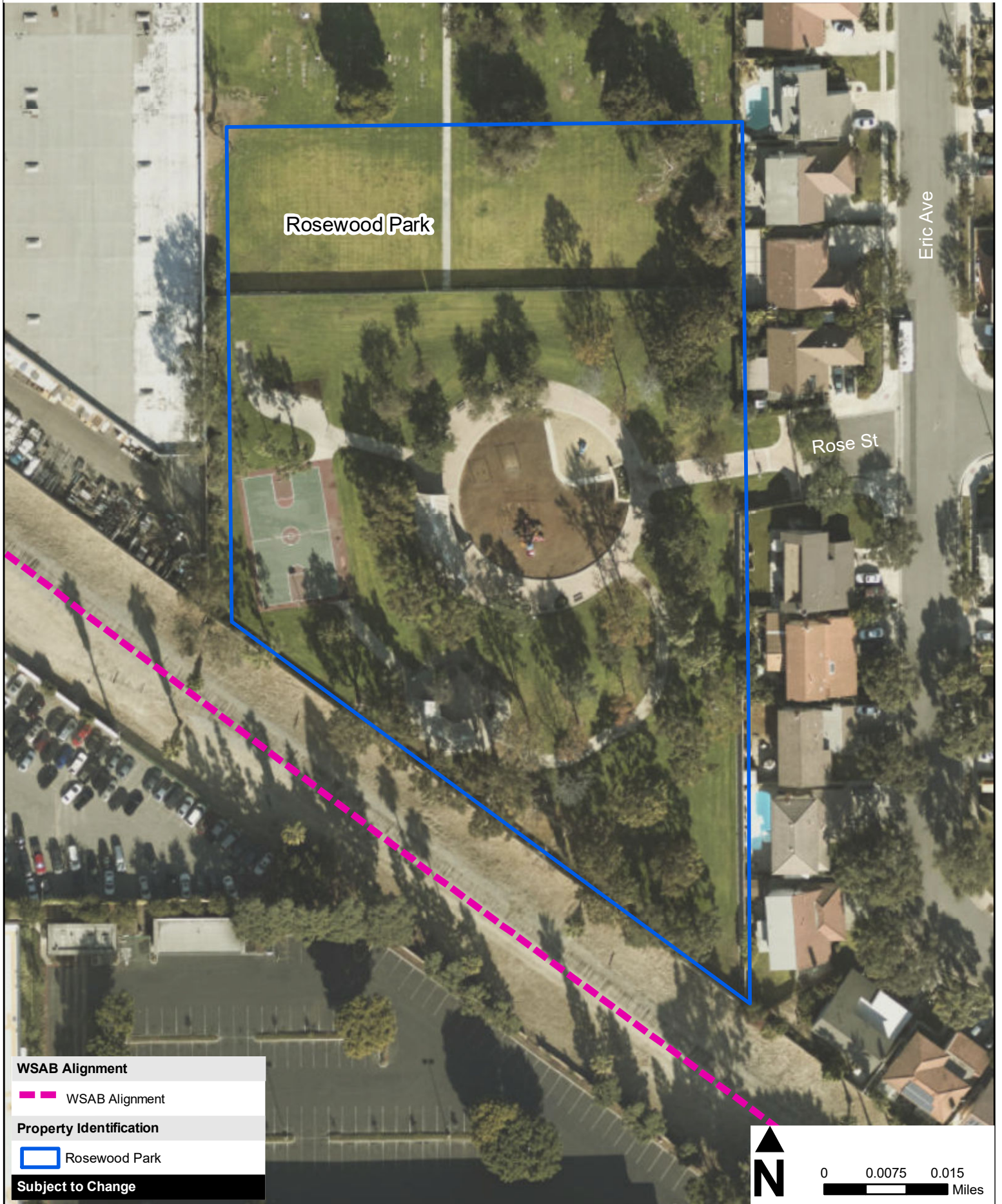
Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet
Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property



From: [Khanna, Meghna](#)
To: [Spurgeon, Lawrence](#); [Carlson, Kristin](#)
Cc: [Chau, Eric](#)
Subject: FW: City of Cerritos - WSAB Project: Section 4(f) Consultation
Date: Monday, February 10, 2020 5:54:36 PM
Attachments: [Cerritos Section 4\(f\).pdf](#)

FYI

Meghna Khanna, AICP

LA Metro
Senior Director, Countywide Planning & Development
Mobility Corridors
213.922.3931
metro.net | facebook.com/losangelesmetro | @metrolosangeles
Metro provides excellence in service and support.

From: Kristin Aguila <kaguila@cerritos.us>
Sent: Monday, February 10, 2020 4:13 PM
To: Chau, Eric <ChauE@metro.net>; Khanna, Meghna <KhannaM@metro.net>
Cc: Art Gallucci <agallucci@cerritos.us>; Torrey Contreras <tcontreras@cerritos.us>
Subject: City of Cerritos - WSAB Project: Section 4(f) Consultation

Dear Mr. Chau and Ms. Khanna,

Thank you for your letter and email dated January 29, 2020 requesting information related to potential resources in the City of Cerritos subject to Section 4(f) of the Department of Transportation Act of 1966. In accordance with the correspondence, as part of Metro's preparation of a draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project, Metro is seeking the assistance of local municipalities to identify land protection under Section 4(f). Pursuant to Metro's correspondence, Metro has identified Rosewood Park, located at 17715 Eric Avenue, Cerritos, CA 90703, as a Section 4(f) resource within the City of Cerritos ("subject property"). This email serves as follow up to Metro's request for information related to the subject property, and to provide additional input related to Metro's preparation of its EIS/EIR for the WSAB transit corridor project.

It should be noted that the subject property is not owned by the City of Cerritos, and therefore Metro's request for information related to the subject property should be handled directly by the property owner, the Artesia Cemetery District.

On March 5, 1986, the City of Cerritos entered into a lease agreement with the property owner, the Artesia Cemetery District ("District"), to lease a portion of the District's unused property for the benefit of developing a community park for local residents. Under this agreement, two parcels were designated for recreational use with the northern parcel designed to accommodate expansion needs of the adjacent cemetery, and the southern parcel designed as a community park maintained by the City of Cerritos. On March 6, 2011, the City of Cerritos and the Artesia Cemetery District renewed the lease agreement, allowing for an annual renewal provision for a maximum of fifty years. More information related to the lease agreement of the District's intent and use of all parcels can be directed to the property owner accordingly.

In regards to the WSAB line that traverses through the City of Cerritos, the City of Cerritos continues to maintain its explicit opposition to both at-grade and above-grade

light-rail configurations that are currently proposed by Metro for deployment in the WSAB corridor project segment located within the jurisdictional boundaries of the City. The City of Cerritos remains steadfast and resolute in its support for the use of the below-grade light rail alternative for use in Cerritos to effectively mitigate the unavoidable pedestrian, safety, traffic, noise and privacy impacts generated by both at-grade and above-grade configurations. As such, the City of Cerritos strongly advises that the below-grade configuration be assessed as a viable alternative in the WSAB project EIR.

If you could please confirm receipt of this email and the information contained herein, it would be appreciated. Should you have any additional questions, please do not hesitate to contact me at (562) 916-1201.

Thank you,
Kristin Aguila
Advance Planning Manager
City of Cerritos

Dear Mr. Gallucci,

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f).

At this time, LACMTA requires the information to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

We will appreciate your input by February 12, 2020. Let us know if you have any questions about this information request.

Thank you,

Eric Chau

LA Metro

Transportation Associate

Countywide Planning & Development

213.922.2311

metro.net | facebook.com/losangelesmetro | @metrolosangeles

Metro's mission is to provide world-class transportation for all.



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

William Rawlings
City Manager
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Mr. Rawlings:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at metro.net/wsab.

Background on Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 provides protection of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance, or land of a historic site of national, state, or local significance (as determined by the officials having jurisdiction over the park, area, refuge, or site).

As defined in 23 CFR §774.17, a “use” of Section 4(f) property occurs:

1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks, recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the park below as being a publicly owned and publicly accessible park near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of this park or resource under Section 4(f).

Park or resource	Location
Artesia Park	1870 Clarkdale Ave, Artesia

The City of Artesia Parks and Recreation Department has been identified as an agency with jurisdiction over the resource. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource or otherwise identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

At this time, LACMTA requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the park.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the City of Artesia Parks and Recreation Department is the agency with jurisdiction and that the resource is a significant public park or recreational resource. LACMTA will continue to coordinate with your agency through the environmental review process.

Sincerely,

Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

Attachment 2: Identified Section 4(f) Property Artesia Park





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

January 29, 2020

Elaine Kunitake
Principal Engineer
Public Works Los Angeles County
P.O. Box 1460
Alhambra, CA 91802-1460

Subject: WSAB Project: Environmental Section 4(f) Consultation

Dear Miss Kunitake:

The Los Angeles County Metropolitan Transportation Authority (LACMTA), in coordination with the Federal Transit Administration (FTA), is preparing a Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the West Santa Ana Branch (WSAB) Transit Corridor Project. The FTA serves as the Federal lead agency under the National Environmental Policy Act (NEPA). LACMTA is the local lead agency under the California Environmental Quality Act (CEQA). The purpose of this letter is to conduct consultation with agencies of jurisdiction per Section 4(f) of the Department of Transportation Act of 1966 (as codified under 49 United States Code [USC] 303 and with implementing regulations under 23 Code of Federal Regulations [CFR] Part 774).

Project Description

Metro is evaluating a new light rail transit (LRT) line that would connect southeast LA County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Metro is evaluating four Build Alternatives. Attachment 1 includes the current description of the WSAB Transit Corridor Project and project alignment map. Additional information may be found at www.metro.net/wsab.

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1. When land is permanently incorporated into a transportation facility;
2. When there is a temporary occupancy of land that is adverse in terms of the statute's reservation purpose as determined by the criteria in 23 CFR §774.13(d); or
3. When there is a constructive use of a Section 4(f) property as determined by the criteria in 23 CFR §774.15.

Under 23 CFR §774.3(2)(b), it may be determined that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures), will have a *de minimis* impact, as defined in 23 CFR §774.17, on the property. For parks,

recreation areas, and wildlife and waterfowl refuges, a *de minimis* impact is one that will not adversely affect the features, attributes, or activities qualifying the property for protection under Section 4(f).

Permanent incorporation/easement of a Section 4(f) property is acquired outright for a transportation project or a property interest that allows permanent access onto the property such as a permanent easement for maintenance or other transportation-related purpose. The second form of use is commonly referred to as temporary. A temporary use of a Section 4(f) resource occurs when there is a temporary occupancy of the property that is considered adverse in terms of the preservationist purpose of the Section 4(f) statute. A constructive use occurs when the transportation project does not incorporate land from a Section 4(f) property, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify the property for protection under Section 4(f) are substantially impaired. Substantial impairment occurs only when the protected activities, features, or attributes of the property are substantially diminished (23 CFR 774.15[a]).

Identification of Section 4(f) Resources

LACMTA and FTA have identified the parks or other resources below as publicly owned and publicly accessible recreational trails being near the WSAB Transit Corridor Project, as shown in Attachment 2. LACMTA is analyzing potential use of these resources under Section 4(f).

Park or resource	Location
Los Angeles River Bike Path	Along San Gabriel River, in the vicinity of the 710 Freeway south of Firestone Boulevard
Rio Hondo Bike Path	Along Rio Hondo River, in the vicinity of Imperial Highway
San Gabriel River Mid-Trail	Along San Gabriel River, in the vicinity of the SR-91 Freeway

The Los Angeles County Department of Parks and Recreation has been identified as an agency with jurisdiction over the resources. LACMTA and FTA are requesting the following information:

- a) Confirm that your agency has jurisdiction over the resource and identify the official with jurisdiction over the resource.
- b) Whether your agency identifies the resource as a public park of national, state, or local significance that is accessible to the public.
- c) That the area shown on the attached figure accurately represents the area within your jurisdiction that functions as a significant public park or recreational facility.

LACMTA has identified a potential need for temporary closure or detour to these trails and requires the information above to identify Section 4(f) resources for analysis of the WSAB Transit Corridor Project. Also, please include any comments or concerns related to the WSAB Transit Corridor Project potential effects to the trails.

Please direct any questions to Ms. Meghna Khanna at KhannaM@metro.net or (213) 922-3931. Please respond to Ms. Khanna by e-mail or by letter at the address below or to Ms. Mary Nguyen, FTA Environmental Protection Specialist, at Mary.Nguyen@dot.gov or (213) 202-3960. If we have not received a response within 30 days, LACMTA will continue the analysis under the assumption that the Los Angeles County Department of Parks and Recreation is the agency with jurisdiction and that the resources are significant public parks or recreational resources. LACMTA will continue to coordinate with your agency through the environmental review process, including coordination on any requirements to maintain trail connectivity during construction.

Sincerely,

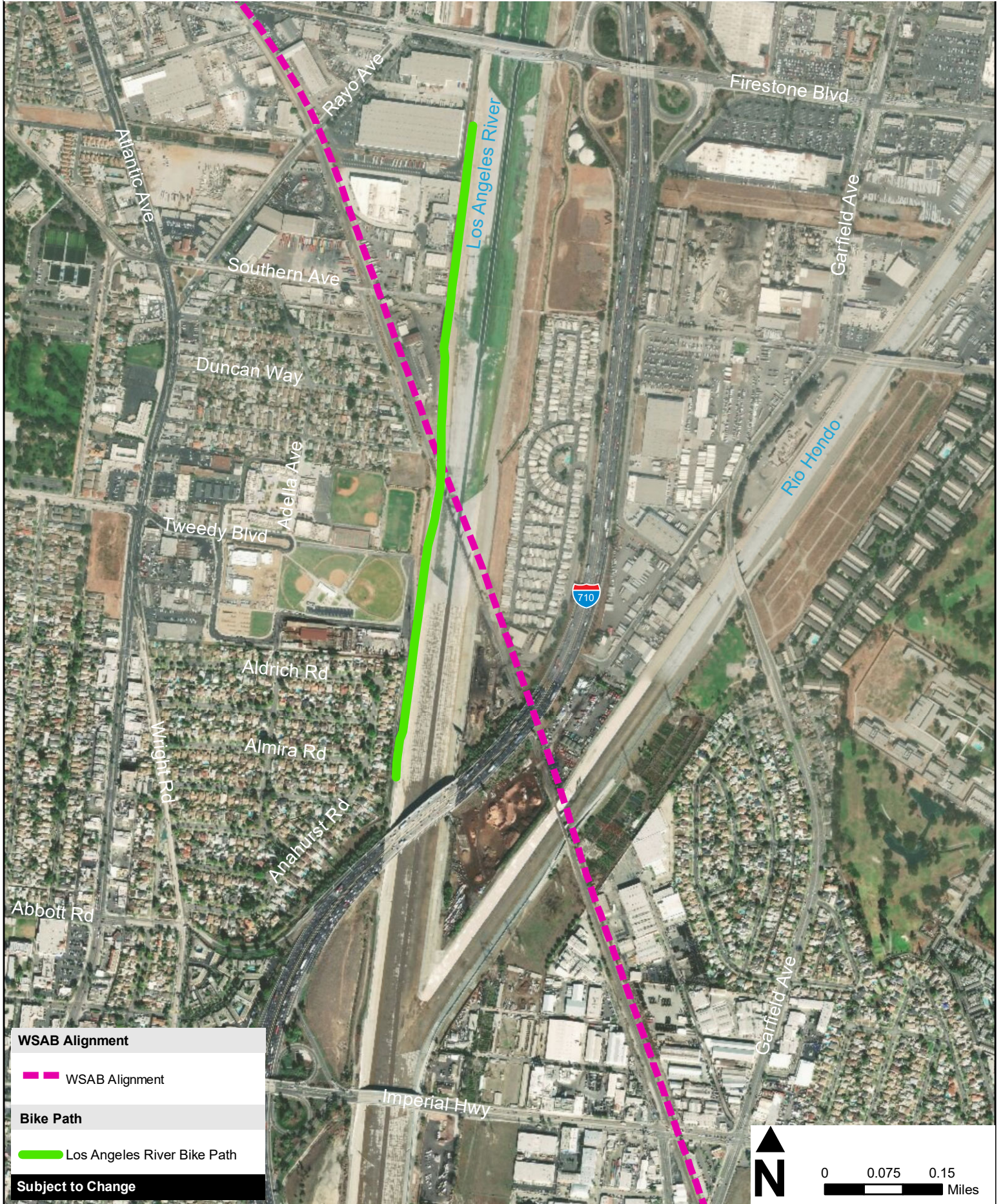
Meghna Khanna, AICP
LA Metro
Senior Director, Countywide Planning & Development
One Gateway Plaza (Mail Stop 99-22-7)
Los Angeles, CA 90012

Attachments:

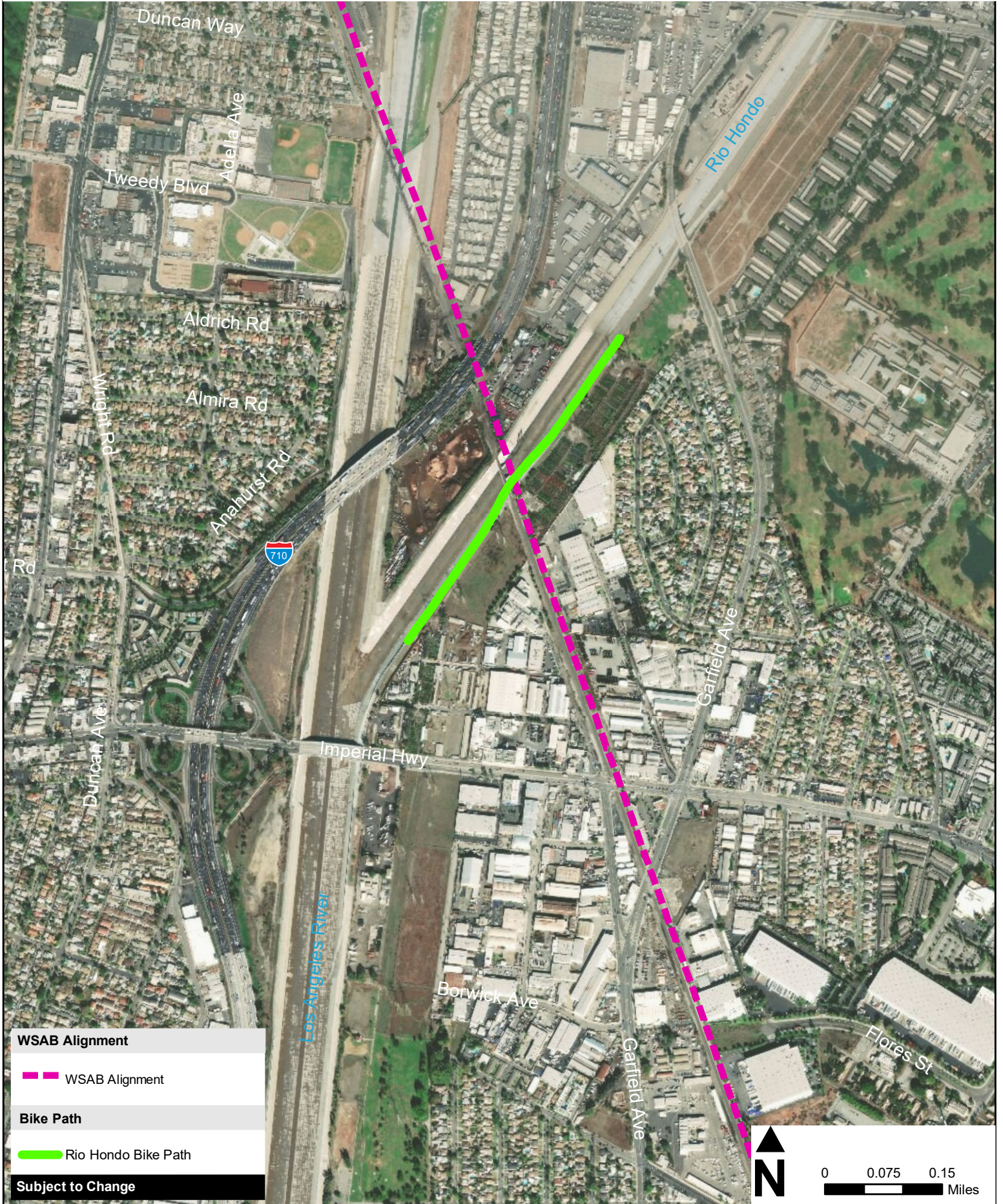
Attachment 1: Project Factsheet

Attachment 2: Identified Section 4(f) Property

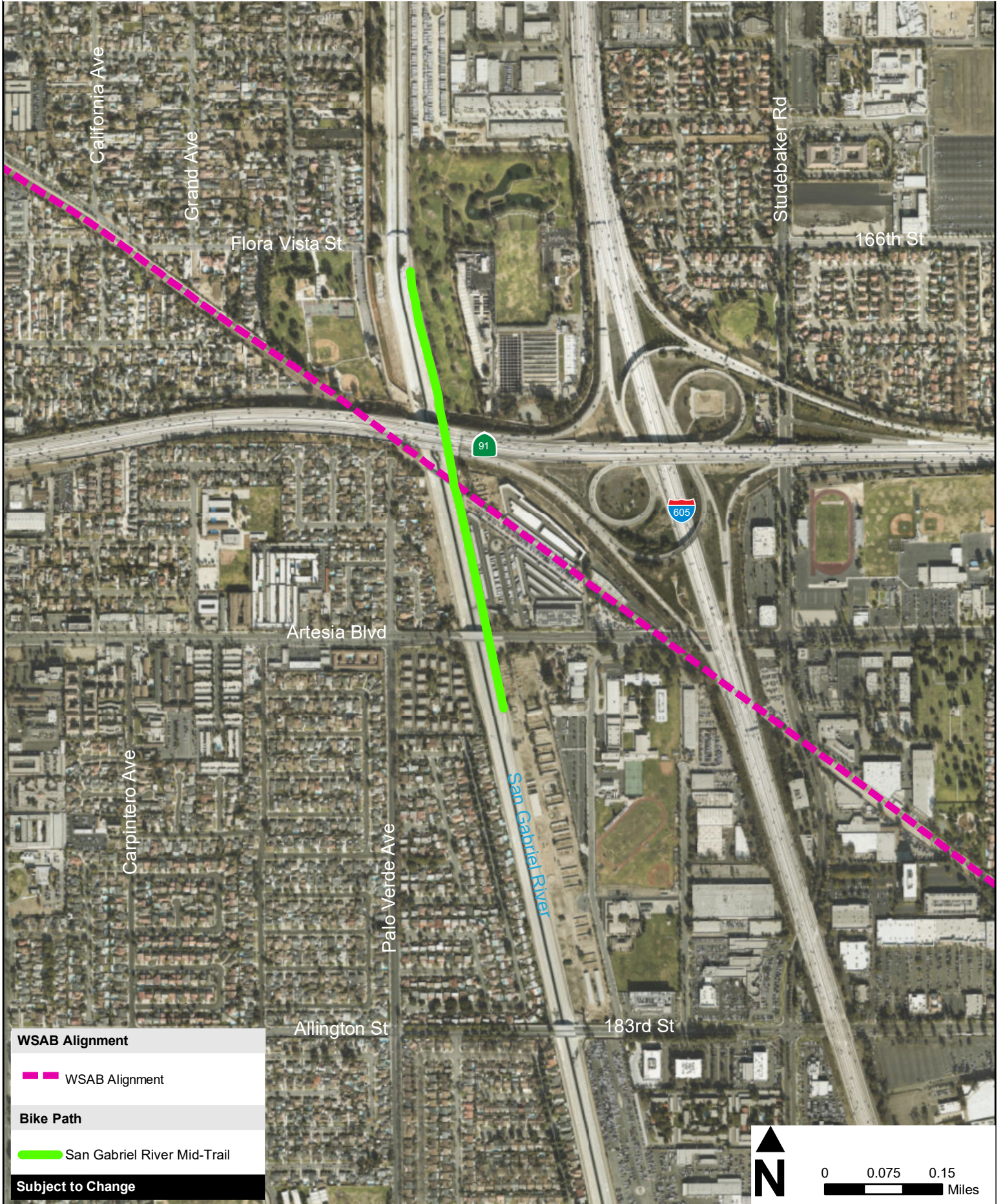
Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property





Mark Pestrella, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 27, 2020

IN REPLY PLEASE

REFER TO FILE: **TPP-3**

Ms. Meghna Khanna
Senior Director, Countywide Planning and Development
Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza Mail Stop 99-22-7
Los Angeles, CA 90012

Dear Ms. Khanna:

WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT ENVIRONMENTAL SECTION 4(F) CONSULTATION

Thank you for the opportunity to comment on the West Santa Ana Branch Transit Corridor project (WSAB). Public Works (PW) has jurisdiction over the bike paths referenced by the Los Angeles County Metropolitan Transportation Authority (LACMTA) and Federal Transit Administration (FTA) with the following affirmative responses:

- PW confirms it has jurisdiction over the listed resources and the official with jurisdiction over the resources is Director Mark Pestrella; and
- The identified resources are of local significance accessible to the public; and
- The area shown on the enclosed letter from LACMTA dated January 29, 2020, included figures which accurately represents PW's area of jurisdiction that function as a recreational facility.

Please also note the following:

1. If the proposed activities lead to project(s) within the Los Angeles County Flood Control District (LACFCD) right-of-way, the applicant shall consult with the appropriate PW Watershed Manager responsible for the Districts project planning regarding potential collaborative opportunities or to avoid potential conflicts. See enclosed Watershed Planners map and contact (626) 458-4300 to be connected to the proper staff.

Ms. Meghna Khanna
February 27, 2020
Page 2

2. PW is currently developing the Rio Hondo Confluence Area project in the vicinity of the WSAB's crossing of the Rio Hondo Channel and the Rio Hondo Bike Path. Many other agencies and partners, such as the State, are also evaluating the creation of new multiuse projects in this area. PW also understands that LACMTA is considering a light rail station near the Rio Hondo's confluence with the Los Angeles River. PW requests continued close coordination with LACMTA so that all efforts in this area are developed in a unified manner. Contact the Rio Hondo Channel and Lower Los Angeles River Watershed Manager at PW.
3. PW encourages LACMTA to monitor, consider, and/or coordinate with PW and the Lower Los Angeles River Working Group where possible, if the planning and design areas for the WSAB line overlap with any proposed improvement areas identified by the Los Angeles County LA River Master Plan or the Lower Los Angeles River Revitalization Plan. Contact the Lower Los Angeles River Watershed Manager at Public Works.
4. LACMTA shall confer with the Department of Parks and Recreation as the WSAB alignment intersects with the Department of Parks and Recreation's existing and planned multiuse trails (i.e., the proposed Los Angeles River Trail extension, Rio Hondo River Trail, and the San Gabriel River Trail) that are not identified in the project or exhibits. See enclosure for locations. Please contact Ms. Michelle O'Connor at moconner@parks.lacounty.gov.

If you have any questions, please contact Ms. Elaine Kunitake, Transportation Planning and Programs Division, at (626) 458-3922 or ekunitake@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

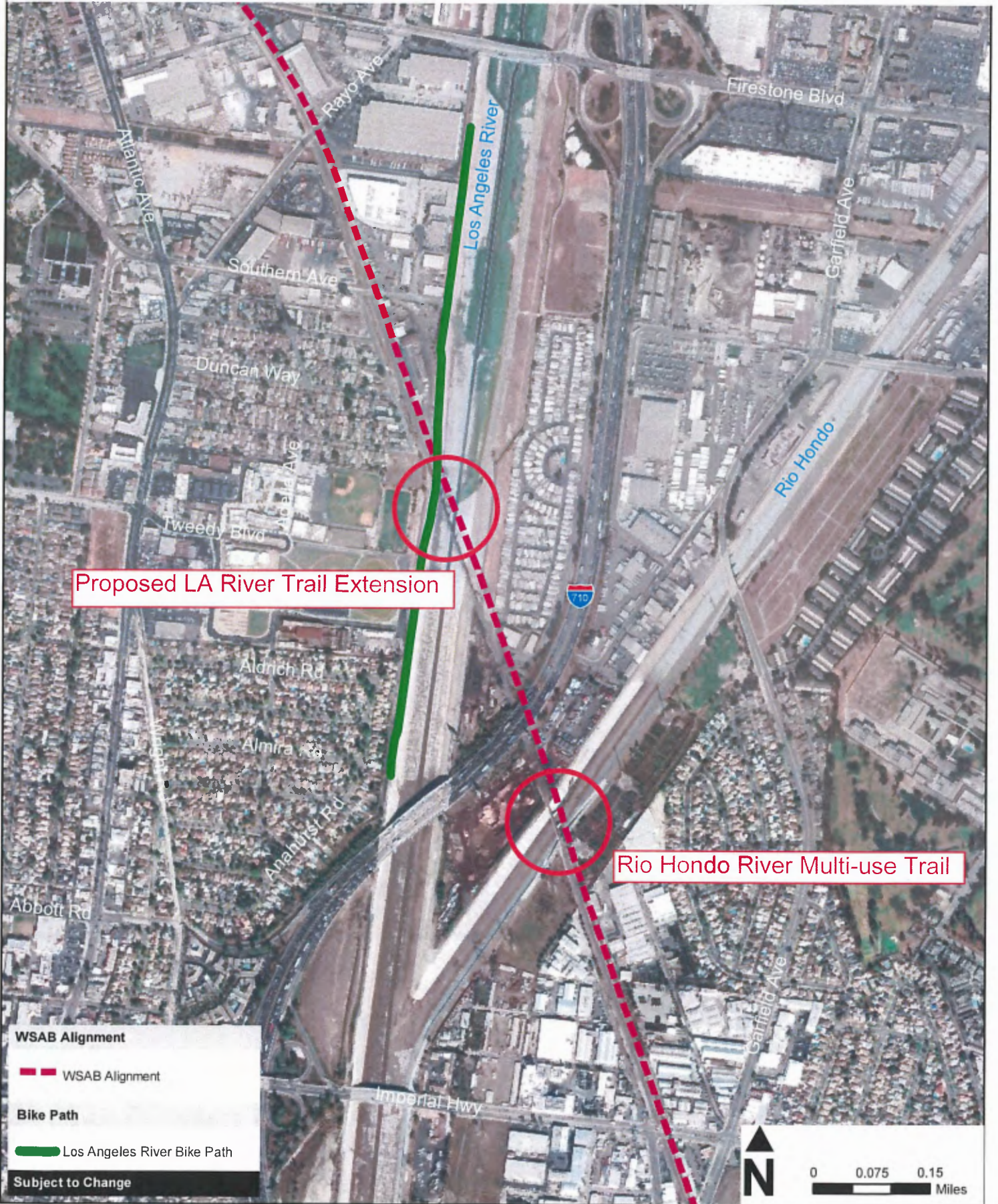


f DAVID B. MACGREGOR
Assistant Deputy Director
Transportation Planning and Programs Division

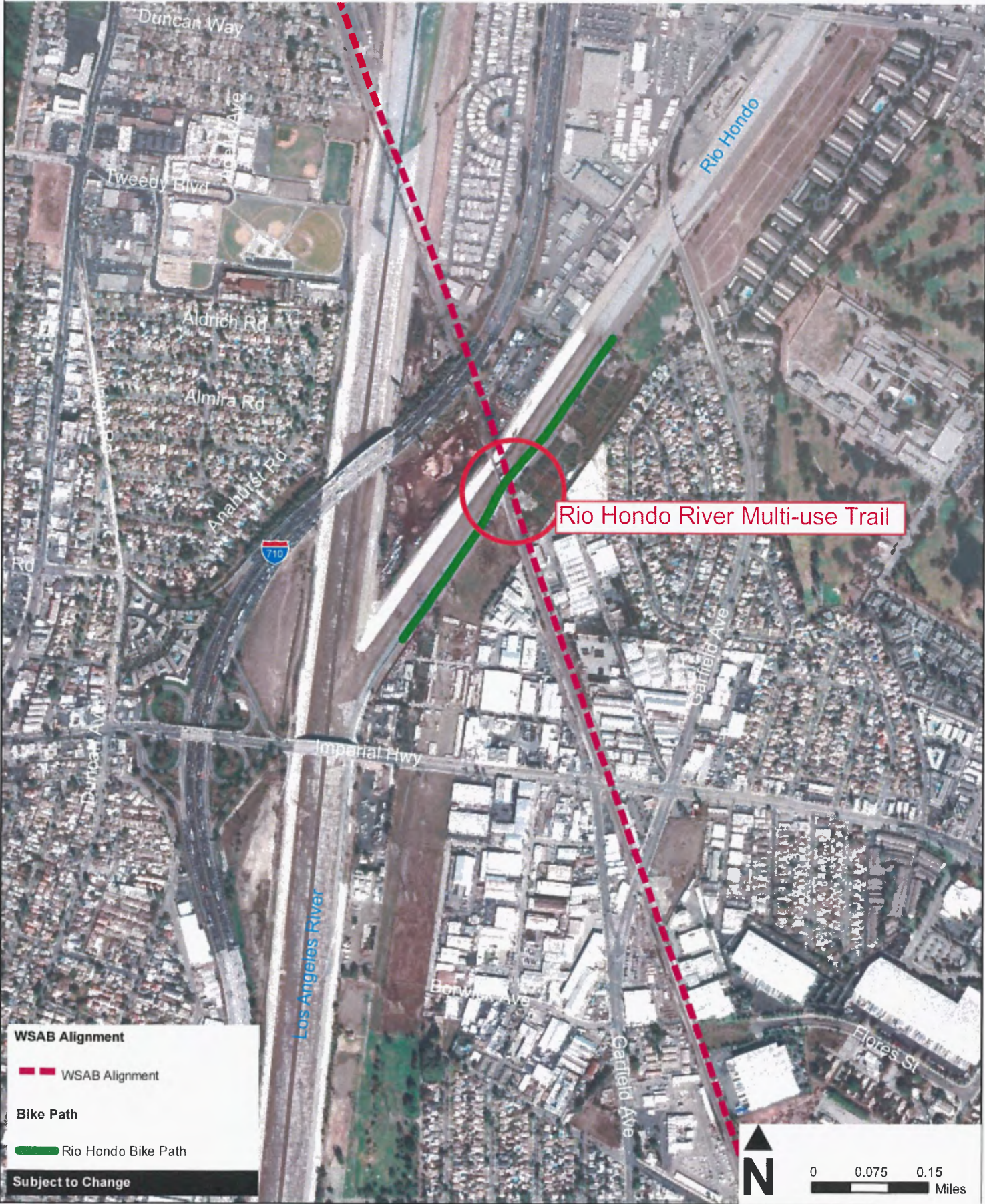
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Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property



Attachment 2: Identified Section 4(f) Property



APPENDIX B: PROPERTY LEASE AGREEMENTS

MTA ACCOUNT SUMMARY

CONTRACT NUMBER	RWSA000604
CUSTOMER NAME	PARAMOUNT, CITY OF
VAL MAP	WSA7/8
THOMAS BROS. MAP	735-H3
CROSS STREETS	Paramount/Rosecrans Blvd.
CITY	Paramount
SOUTHERN PACIFIC CONTRACT #	
SOUTHERN PACIFIC MILE POST	496.2
ASSESSOR PARCEL #	6242-025-902

LEASE / LICENSE / EASEMENT / PERMIT SUMMARY

MMW

FILE NO. A000604 Date 11/09/93
YARDI TENANT CODE U00604
Line: West Santa Ana Branch

PROPERTY INFORMATION

Property Code: (Line code + billing cycle) ~~U00604~~ WSANA3
Address: Paramount Boulevard at Rosecrans
(street intersections)
(street address if available)
Remarks: (site dimensions and use) ± 1,550' x 40' area for
Paramount Park Expansion, parking, lighting and landscaping

UNIT INFORMATION

Unit Code: (Tenant's unique code + 5 digit file #) PAR0604
Rent: 0 (NOTE: Do not enter one time fees)
Square ft.: ± 62,000 ±
Remarks: (Mile Post) MP ± 496.2
(Val Map number) Valmap SAN 7/8
(Thomas Guide grid) TGgrid 735 H-3
(City/Community) Paramount

TENANT INFORMATION

Tenant Code: (Type of contract + 5 digit file #) U00604
Status: (Current, Past, Eviction, Notice given, Vacant) C
Name: City of Paramount
dba or atth: William Pagett / Harry Babbitt
Address: (tenant's billing address)
16400 Colorado Avenue
Paramount, Ca 90723-5091

Tele: (310) 220-2100
Deposit: (security) 0
Last incr.: (date) _____ Next incr.: (date) _____
Rent index: _____ Next rent: _____
Move in: (effective date) 11/01/93
Move out: (termination date) _____
Insured to: (date) _____ Leased to: (date) _____
Remarks: Contact _____

Second Page:

Billing month, if annual rent: _____
Previous contract number: SP/SF/UP/LACTC none
Previous tenant: none
Insurance required? ins:y x ins:n _____
Need to include or update? ins:up _____
Environmental liability provisions included? env:y x env:n _____
Need to include or update? env:up _____
Hazardous materials stored on property? (If yes, describe; if no, leave blank) haz: _____
CPI included? cpi:y _____ cpi:n x Include or update? cpi:up _____
One time fee paid or due? fee:due _____ fee:paid x amount: \$500.00
Environmental problems: no
Additional Comments: _____



Los Angeles County
Metropolitan
Transportation
Authority
818 West Seventh Street
Suite 300
Los Angeles, CA 90017

LEASE / LICENSE / PROPERTY INSPECTION (CIRCLE ONE)

FILE A000604 Date: 11/5/93

Location: Paramount/Line/Branch ^{West} Santa Ana Mile Post + 496.2
Station Critchler, City Paramount, Community Paramount, County Los Angeles

Map Reference:
SPT Val. Map SAN 7/8 ATSF Sta./ROW Map N/A APM 6241-004-900

Lease/License: (existing) Lease/License: (New)
SPTCo/ATSF No. N/A MTA No.: _____ (initials of provider)

MTA No. A000604 Date of Review & Approval _____

Lessee/Licensee City of Paramount By RCC/SCRRA Engineering 9/03/93

Sublessee none Term: (M-M) or _____

Use: Park Expansion, parking, landscaping & lighting Date of Review & Approval
By Area Team 11/5/93

Area:
Dimensions + 1550' X 40' Sq. Ft. + 62,000 Ac. 1.4

Rental: (Indicate reasoning for rental in "Comments")
Per Annum 0 Per Month 0 CPI: Y / (N) (circle one)

Effective 11/01/93 Revision Due N/A

FMV-Land \$ 15.33 FMR at 8 % = _____

FMV-Imps. 0 Taxes at N/A % = N/A **
FMR Total = _____ \$6,200 per month

Insurance: (Y) / N (circle one) Property Records:
Coverage Required City is self-insured Date Posted on Map _____
Limits N/A Date Entered YARDI _____

Field Review: (Attach photo on separate page)

Address Along MTA's West Santa Ana Branch b/t Paramount Blvd & Downey Ave
Use - Conforms Yes X No _____
User - Conforms Yes X No _____

Imps. - Description Paving, lighting and landscaping
Owned by: Jessor Lessee _____
Utilities: Water X Sewer X Gas _____ Electricity X Tel. _____

Streets: Nearest Paramount Boulevard
Paved X Curb X Gutter X S/W _____ Storm Drains X
Tanks: Type no U/G _____ Above Ground _____
Electric Transformers _____ Asbestos _____ Chemicals _____

Other Environmental Concerns directly adjacent to DWP's major transmission line

Zoning Urban space H&B Use Industrial/commercial/multiple family

Encroachments none

Trespassers none

Surrounding Area Uses parking, v/c utilities, signboards

Rail Service no service but line is active

Comments: ** The Southeast Area Team has requested this license to be rent free

Howard Hawkes 9/11/93
Real Estate Officer

Approved: [Signature]
Mgr. - Prop. Mgmt.
Date: 11-10-93

[Signature]
Director of R. E.
11/10/93

MTA ORIGINAL

File: A000604

LICENSE AGREEMENT

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 1993 by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the authority of the laws of the State of California ("MTA"), and THE CITY OF PARAMOUNT ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I.BASIC LICENSE PROVISIONS

1. Description of License Property:

A rectangular shaped area along MTA's West Santa Ana Branch Right of Way, south of Rosecrans Boulevard, City of Paramount (See Exhibit "A")

Approximate area:

62,000 square feet

(\$1.1)

2. Use of License Property:

Parking and landscaping for Paramount Park only, and no other uses

(\$1.1, \$10)

3. Commencement Date:

November 1, 1993

(\$1.2)

4. Term:

Month-to-month

(\$1.2)

5. License Fees:

One time fee: \$500.00

(\$2.1)

6. Insurance Amount:

City of Paramount must provide proof of self-insurance

7. MTA's Address:

Los Angeles County
Metropolitan Transportation Authority
818 West Seventh Street
Suite 1100
Los Angeles, California 90017
Attn: Howard Hawkes

(\$24.1)

- 8. Licensee's Address:
 The City of Paramount
 16400 Colorado Avenue
 Paramount, CA 90723-5050
 Attn: William C. Pagett (\$24.1)

- 9. Facility: (\$1.1)
 N/A

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: *Velma C. Marshall*
 Name: VELMA C. MARSHALL
 Title: Director of Real Estate

LICENSEE:

THE CITY OF PARAMOUNT

By: *[Signature]*
 Name: *[Signature]*
 Title: City Mgr.

INDEX TO LICENSE AGREEMENT - PART II

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PART II - GENERAL LICENSE PROVISIONS

1. Grant of License/Term.

1.1 Grant of License. MTA hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of MTA in the location shown in the diagram attached hereto as Exhibit A and described in Item 2 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of MTA if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to MTA's prior written approval. The License Property, adjoining real property of MTA and personal property of MTA located thereon shall hereinafter collectively be referred to as "MTA Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that MTA shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that MTA, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of Premises. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. Payments.

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to MTA the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. The Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Anaheim/Riverside, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by MTA.

2.2.2 Fair Market Adjustment. At intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by MTA in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. MTA shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to MTA under this Agreement will cause MTA to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by MTA within five (5) days of when due, Licensee shall pay to MTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that MTA will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent MTA from exercising any of the other rights and remedies available to MTA under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.6.

3. Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. Construction. Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the MTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to MTA. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans

to MTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by MTA. In addition, Licensee shall provide MTA with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify MTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by MTA, upon completion of any Work, Licensee shall restore the MTA Property to its condition immediately preceding the commencement of such Work.

5. Contractors; Approval and Insurance. Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by MTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by MTA, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by MTA, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". MTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. Reimbursement. Licensee agrees to reimburse MTA for all reasonable costs and expenses incurred by MTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by MTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along MTA's tracks, furnishing of watchmen, flagmen and inspectors as MTA deems necessary and such other items or acts as MTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. Liens. Licensee will fully and promptly pay for all materials joined or affixed to the Facility or MTA Property, and fully and promptly pay all persons who perform labor upon said Facility or MTA Property. Licensee shall not suffer or permit to be filed or enforced against the MTA Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by MTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend MTA from all obligations and claims made against MTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of MTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to MTA in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, MTA shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse MTA for the cost of such discharge within ten (10) business days after billing. MTA reserves the right at any time to post and maintain on the MTA Property such notices as may be necessary to protect MTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. Maintenance and Repair. Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to MTA's satisfaction. If any portion of the MTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers

or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the MTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. Landscaping. If required by MTA, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. MTA shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. Use. The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without MTA's prior written approval.

11. Abandonment. Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, MTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. Breach. Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, MTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to MTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that MTA may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. Surrender. Upon termination of this Agreement, unless otherwise requested in writing by MTA prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the MTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, MTA may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to MTA on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the MTA Property is restored.

14. Indemnification. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to MTA), and hold harmless MTA and its subsidiaries, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees),

that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") in connection with the MTA Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the MTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of MTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the MTA Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the MTA Property, accident or fire or other casualty on the MTA Property, or electrical discharge, noise or vibration resulting from MTA's transit operations on or near the MTA Property. The term "MTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over MTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by MTA. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against MTA for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by MTA in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". MTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish MTA with insurance endorsements or certificates in the form of Exhibit "C", evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, MTA does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting MTA's self-insurance requirements, MTA may permit Licensee to

self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by MTA at its sole and absolute discretion. MTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. Tests and Inspections. MTA shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in MTA's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the MTA Property, adjacent property (whether or not owned by MTA) or MTA operations, MTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with MTA in any tests or inspections deemed necessary by MTA. Licensee shall pay or reimburse MTA, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. Hazardous/Toxic Materials Use and Indemnity. Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by MTA in writing as shown on Exhibit "D", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the MTA Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to MTA) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the MTA Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the MTA Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the MTA Property and all affected adjacent property -- whether or not owned by MTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of MTA and any governmental authorities having jurisdiction thereover.

19. Underground Storage Tanks. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY MTA, WHICH APPROVAL MAY BE WITHHELD IN MTA'S SOLE DISCRETION.

At MTA's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the MTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of MTA and any governmental authorities having jurisdiction thereover, and deliver to MTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and obligation of MTA, its successors and assigns, to use the MTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto MTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the MTA Property, and in connection therewith the right to grant and convey to others, rights and interests to the MTA Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the MTA Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. Compliance with Laws. Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the MTA Property and shall furnish satisfactory evidence of such compliance promptly upon request of MTA. MTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. Condemnation. In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other commission or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to MTA.

23. Markers. Project markers in form and size satisfactory to MTA, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as MTA shall designate. Such markers shall be relocated or removed upon request of MTA without expense to MTA. Absence of markers in or about MTA Property does not constitute a warranty by MTA of the absence of subsurface installations.

24. General Provisions.

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and MTA specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.5 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.6 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to MTA which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due MTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.7 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.8 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the MTA Property and the Facility.

24.9 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of MTA, which may be withheld in MTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give MTA the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at MTA's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Waiver of Relocation Rights. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code § 7260 et seq. but for this waiver and MTA's express right of termination.

24.16 Time of Essence. Time is of the essence.

24.17 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.18 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by MTA in accordance with the terms of this Agreement.

24.19 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.20 Additional Provisions. Those additional provisions set forth in Exhibit "E", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "B"

Insurance Requirements
Proof of Self-Insurance

Exhibit "C"

Form of Insurance Endorsement/Certificate
Proof of Self-Insurance

Exhibit "D"

Permitted Hazardous Materials

No Hazardous Materials Permitted

Exhibit "E"

Additional Provisions

Please be advised that plans/discussions currently underway involve two potential uses of the right of way to improve regional mobility. The first is the development of a transportation greenway with bicycle and pedestrian facilities. To ensure optimum usefulness, the greenway facilities would need to be continuous through the City of Paramount. Therefore, provisions are hereby made to allow the MTA to construct a facility through the subject property without difficulties if such a decision is made. It is conceivable that a decision to construct some sort of greenway facility could come within 18 months. Secondly, there is a possibility that the West Santa Ana Branch will be selected as a rail connector with Orange County. If such a decision is made, the MTA will probably require the return of the entire right of way adjacent to Paramount Park.

Metro Real Estate Scanning Summary Sheet

TITLE	CONTRACT DOCUMENTS - 2012-12-19 00:00:00
CONTRACT NUMBER	RSWA000667
CUSTOMER NAME	CITY OF PARAMOUNT
ASSESSOR PARCEL NUMBER	6268-032-900
CATEGORY	CONTRACT DOCUMENTS
NOTES	BILLING - ACTIVE - - Giselle

DATE ENTERED IN FIS: ✓

BY: 2

PROPERTY MANAGEMENT DATA ENTRY
NEW AGREEMENT / EXISTING AGREEMENT

OFFICER: M. GARCIA

DATE: 12/26/12

DETAILS			
CUSTOMER NAME: PARAMOUNT, CITY OF		CONTRACT NUMBER: RWSA000667	
CONTRACT TYPE (LEASE/LICENSE): LICENSE		CLASS (THIRD PARTY/DIRECT): THIRD PARTY	
PRIMARY APN (SECTION): 6268-032-900		CUSTOMER/NUMBER: SAME AS ABOVE	
EXECUTION DATE: 12/19/12		USER RESPONSIBLE: % GUERRERO-GARCIA	
COMMENCEMENT DATE: 8/1/12		TERM TEMP (INVOICE TYPE): RE: LICENSE	
TERMINATION DATE: 7/30/2050		AMENDMENT EFFECTIVE DATE:	
FLEXFIELD INFORMATION			
PROPERTY OWNER: LACMTA			
PROPERTY ADDRESS: WEST SANTA ANA BRANCH BET. SOMERSET BLVD. & LAKEWOOD BLVD.			
PROPERTY CITY: PARAMOUNT		MTA PARCEL / PROJ #: AS	
CONTRACT TERMS: MO TO MO		NOTICE FOR TERMINATION: 30-DAYS	
TRANSIT/NON-TRANSIT:		TENANT REF#:	
MILESTONE NOTIFICATIONS			
MILESTONE TYPE NEED: N/A		USER TO BE NOTIFIED:	
ACTION DATE:		LEAD DAYS:	FREQUENCY:
LOCATIONS TAB			
USAGE (FROM LIST): BIKEWAY / PEDESTRIAN PATH		SHARE: 1	BILL TO SITE: DEFAULT
ADDITIONAL APN NUMBERS:			
FLEXFIELD DATA			
PROPERTY DIMENSIONS:			
USE: BIKEWAY / PEDESTRIAN PATH			
HAZARDOUS MATERIALS ON-SITE:		ENV LIABILITY IN CONT: YES	
ENV PRE EXISTING: NONE		SCRRRA FILE NUMBER:	
PREV RR CONTRACT #:		SCRRRA MILE POST:	
VAL MAP: WSANA 8		MTA MILE POST: 497.13 TO 497.37	
CROSS STREETS: SOMERSET BLVD. & LAKEWOOD BLVD.			
THOMAS GUIDE: 735 J4		SQUARE FOOTAGE: 30,750 APPROX.	
PREV MTA #:		CUSTOMER ID:	
BILLINGS TAB			
FREQUENCY: N/A		RENT AMOUNT: \$0	START BILL DATE: DEFAULT 1ST
STEP INCREASE START DATE: N/A		AMOUNT: \$	
STEP INCREASE START DATE:		AMOUNT: \$	
STEP INCREASE START DATE:		AMOUNT: \$	
BILLING DETAILS FOR INVOICE GENERATION			
SALESPERSON: % GUERRERO-GARCIA		EXPENDITURE TYPE: RE RENTALS & LEASES	
CUSTOMER REFERENCE #:		CROSS STREETS:	
NOTES TAB			
DESCRIPTION (TYPE OF NOTE):			
COMMENTS:			
ONE TIME FEE: \$0	CHECK #:	DEPOSIT: \$0	CHECK #:
DETAILS TAB - ATTACH SCANNED FILE			
CATEGORY: MISCELLANEOUS		DATA TYPE: FILE	
CPI INCREASE			
CONTRACT NUMBER: RWSA000667		NEW/NEXT CPI EFF. DATE: N/A	

DATE ENTERED IN FIS: _____

BY: _____

ACCOUNTS RECEIVABLE DATA ENTRY

OFFICER: M. GARCIA

DATE: 12/26/12

TENANT NAME: PARAMOUNT, CITY OF		CONTRACT NUMBER: RWSA000667
CLASSIFICATION TAB		
PROFILE CLASS: DEFAULT RE	CATEGORY: PROPERTY MANAGEMENT	
CLASS: (CONTRACT TYPE) RE: LICENSE		
ADDRESS TAB - OPEN		
DBA:		
BILLING ADDRESS: N/A		
ADDRESS:		
CITY:	STATE:	ZIP:
NOTIFICATION ADDRESS: ATTN: CITY MANAGER		
ADDRESS: 16401 PARAMOUNT BLVD.		
CITY: PARAMOUNT	STATE: CA	ZIP: 90723
LEGAL NOTIFICATION ADDRESS: SAME AS ABOVE		
ADDRESS:		
CITY:	STATE:	ZIP:
BUSINESS PURPOSES		
BILL TO:	BILL TO LOCATION:	PRIMARY: <input type="checkbox"/>
SHIP TO:	NOTICE: <input type="checkbox"/>	LEGAL: <input type="checkbox"/>
DUNNING: <input type="checkbox"/>	INVOICES: <input type="checkbox"/>	STATEMENTS: <input type="checkbox"/>
OPEN BILL-TO DETAILS		
PAYMENT TERMS: DUE 1ST	TERRITORY: WEST SANTA ANA BRANCH	
RE AGENT: % GUERRERO-GARCIA		
CONTACTS TAB		
NAME: SARAH HO	PH NUMBER: (562) 220-2157	CELL:
E-MAIL: SHO@PARAMOUNTCITY.COM	FAX NUMBER:	
NAME: BILL PAGETT	PH NUMBER: (562) 220-2108	CELL:
E-MAIL: BPAGETT@PARAMOUNTCITY.COM	FAX NUMBER:	
NAME:	PH NUMBER:	CELL:
E-MAIL:	FAX NUMBER:	
BANK ACCOUNTS		
ACCOUNT NAME	ACCOUNT NUMBER	PRIMARY <input type="checkbox"/>
ACCOUNT NAME	ACCOUNT NUMBER	PRIMARY <input type="checkbox"/>
PAYMENT METHOD TAB		
PAYMENT METHOD NAME: GENERAL CASH RECEIPTS	PRIMARY: CHECKED	
PROFILE - TRANSACTIONS		
PROFILE CLASS: DEFAULT RE	PAYMENT TERMS: DUE 1ST	
COLLECTOR (RE OFFICER RESPONSIBLE): GUERRERO-GARCIA	AUTO CASH RULE: PM MANUAL RECEIPTS	
PROFILE - DOCUMENT PRINTING TAB		
STATEMENTS: SEND STATEMENTS	CYCLE: RE MONTHLY	
DUNNING: SEND LETTERS	LETTER SET: REAL ESTATE	
SEND CREDIT BALANCE: NO	INVOICING GROUPING RULE: PN GROUPING RULE	

File: RWSA000667

Date: 12/26/12

LICENSE SUMMARY

LESSEE/LICENSEE/PERMITTEE:

CITY OF PARAMOUNT

SUBLESSEE: _____

LOCATION: Line/Branch WEST SANTA ANA APN 6268-032-900
 Address BET. SOMERSET BLVD & LAKEWOOD BLVD. Val Map No. WSANA 8
 City/Zip PARAMOUNT Thomas Guide Pg. 735 J4
 Cross Streets SOMERSET BLVD. & LAKEWOOD BLVD.

USE: BIKEWAY/PEDESTRIAN PATH

Dimensions _____ Sq. Ft. 30,750 SQ. FT. (Approx.)

EFFECTIVE DATE: 7/01/12 TERM: m-m (OR) 20 YEARS THEN MO TO MO

RENT: Per month \$ _____ (OR) Per year \$ _____ @ \$ _____ /sq. ft./mo.
 FMV of Land \$ _____ @ \$ _____ /sq. ft.
 FM rent at _____ % = \$ _____ Per month @ \$ _____ /sq. ft./mo.

CPI: Yes No 3 year fair market review: Yes No Date of next review _____

ONE TIME FEE: Yes No \$ _____

INSURANCE: Yes No

Coverage Required: (check applicable and indicate limits required)	<input checked="" type="checkbox"/>	General Liability	Limits	<u>\$2,000,000</u>	CSL
	<input checked="" type="checkbox"/>	Automobile Liability	Limits	<u>\$1,000,000</u>	CSL
	<input checked="" type="checkbox"/>	Workers' Compensation	Limits	<u>\$1,000,000</u>	CSL

APPROVALS: (dates) Area Team _____ Third Party/SCRRRA Engr. _____

IMPROVEMENTS: _____
Owned by Lessor _____ Lessee X

Surrounding area uses RESIDENTIAL/COMMERCIAL

ENVIRONMENTAL CONCERNS: _____

COMMENTS: _____

M. Guerrero-Garcia
Real Estate Officer

Approved: Thurman Hodges
Manager - Property Management
Date: _____

Velma C. Marshall
DEO - Real Estate
Date: 12/19/12

**BIKEWAY
LICENSE AGREEMENT**

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

CITY OF PARAMOUNT

BIKEWAY LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of August 7, 2012, by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("LACMTA"), and the **CITY OF PARAMOUNT**, a public corporation ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I - BASIC LICENSE PROVISIONS

1. Description of License Property:

The West Santa Ana Branch right-of-way between Somerset Blvd. (Milepost 497.13) and Lakewood Blvd. (Milepost 497.37) in the City of Paramount, County of Los Angeles, State of California, as shown on attached Exhibit A, excluding areas subject to lease, license, easement or similar.

Approximate area: 30,750 square feet

2. Use of License Property:

Construction and maintenance of a bicycle and pedestrian trail for public use, and no other uses. (\$1.1, §10)

3. Commencement Date:

August 7, 2012 (\$1.2)

4. Term:

The initial term is for 20 years commencing from the date hereof and ending on August 7, 2032, except as otherwise provided in Section 1.2. License shall continue on a month-to-month basis after term. (\$1.2)

5. License Fees: Intentionally omitted

6. Insurance Amount: See Exhibit "B" (\$16)

7. LACMTA Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 18th Floor
Los Angeles, CA 90012-2932
Attn: Deputy Executive Officer – Real Estate (\$26.1)

8. Licensee's Address:

City of Paramount
16401 Paramount Blvd.
Paramount, CA 90723
Attn: City Manager

(§26.1)

9. Facility (hereinafter referred to as "Bikeway"):

A bicycle and pedestrian trail, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee.


(§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

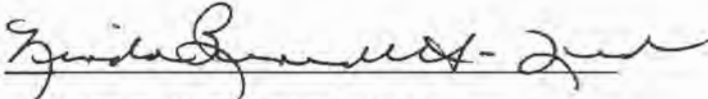
LACMTA:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
Name: Velma C. Marshall
Title: Deputy Executive Director - Real Estate
Date: 12/19/2012

LICENSEE:

CITY OF PARAMOUNT

By: 
Name: Linda Benedetti-Leal
Title: City Manager
Date: 8-8-12

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Exhibits:

- "A" License Property
- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. LACMTA hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of LACMTA in the location shown in the diagram attached hereto as Exhibit "A" and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway. In connection with this grant of license, Licensee, its Councilmembers, officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of LACMTA if necessary for the construction, operation and maintenance of the Bikeway or the License Property, but only after Licensee has received the prior written approval of the LACMTA for such entry and access, which approval shall not be unreasonably withheld. Right of access onto adjoining real property of LACMTA does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of LACMTA. The License Property, adjoining real property of LACMTA and personal property of LACMTA located thereon shall hereinafter collectively be referred to as "LACMTA Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. After the initial term, this Agreement shall continue until terminated by either party delivering thirty (30) days' prior written notice to the other party, provided Licensee returns the License Property in accordance with Section 13 of this Agreement. The decision by LACMTA to terminate this Agreement will be based upon its determination, in its sole, reasonable judgment, that it then may require possession of the License Property for other transportation-related purposes.

LACMTA shall also have the right to terminate this Agreement, at any time, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, no notice of termination is necessary, and this Agreement shall immediately terminate as set forth in Section 13.

(b) If Licensee breaches this Agreement, no notice of termination is necessary, and this Agreement shall immediately terminate, as set forth in Section 14.

(c) LACMTA, in its sole and absolute judgment, determines that it then may require possession of all, or any portion, of the License Property for a transportation-related purpose other than the bicycle path contemplated herein. In this instance, LACMTA shall provide Licensee with no less than one hundred eighty (180) days prior written notice of such termination and this Agreement shall terminate one hundred eighty (180) days from receipt of such notice by Licensee.

The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of Premises. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

Intentionally omitted.

3. TAXES

Intentionally omitted.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Bikeway or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the LACMTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to LACMTA. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (hereinafter, "Work") on the License Property, Licensee shall submit work plans, including, without limitation, the irrigation plans and the specific types of trees and landscape contemplated in the design, to LACMTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by LACMTA. In addition, Licensee shall provide LACMTA with at least 10 calendar days' written notice prior to commencement of any Work on the Bikeway or License Property, except in cases of emergency, in which event Licensee shall notify LACMTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by LACMTA, upon completion of any Work, Licensee shall restore the LACMTA Property to its condition immediately preceding the commencement of such Work.

Soil Handling Procedures. Only Clean Soil (defined below) may be brought upon, used and/or spread on the LACMTA Property by Licensee in conjunction with Licensee's construction or maintenance of the Bikeway. Any soil currently existing on the LACMTA Property may not be spread on the property unless and until it is characterized as Clean Soil to the reasonable satisfaction of LACMTA. The terms used in this Section shall have the following meanings:

- (a) "Clean Soil": Soil that is free from Hazardous Materials.
- (b) "Import Soil": Soil which did not originate from the LACMTA Property.
- (c) "Hazardous Materials": As defined in Section 18 of this Agreement.
- (d) "Soil": Soil, dirt, soil amendments, topsoil, soil conditioners, fertilizers, back fill mix and any other soil mixture.

Licensee shall not bring upon or use any Import Soil on LACMTA Property in conjunction with the Work provided under this Agreement, unless the following conditions have been met: (i) the Import Soil does not contain rubbish, debris, or rocks greater than six (6) inches in dimension; (ii) the Import Soil is Clean Soil; and (iii) prior to putting the Import Soil on the LACMTA Property, Licensee provides documentation to LACMTA's reasonable satisfaction that the requirements (i) and (ii) above have been met.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Bikeway or the License Property shall first be approved in writing by LACMTA which shall not be unreasonably withheld. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by LACMTA, in the amounts and coverages specified on and issued by insurance companies, as described on Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance as required by LACMTA in the amounts and coverages specified on and issued by insurance companies, as described on Exhibit "B". LACMTA reserves the right throughout the Term of this Agreement to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the Bikeway or the License Property.

6. COMMUNITY CONCERNS

Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and any Work performed on License Property including, without limitation, termination of existing leases, ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 15.

7. REIMBURSEMENT

Licensee agrees to reimburse LACMTA for all reasonable costs and expenses incurred by LACMTA in connection with any work on, or maintenance of, the License Property or the Bikeway, including, but not limited to, costs incurred by LACMTA in: (i) furnishing any materials or performing any labor, (ii) reviewing Licensee's construction plans and specifications, and/or any changes thereto, (iii) inspecting any work of Licensee or Licensee's Parties, and (iv) furnishing other items or performing other acts as LACMTA in their sole discretion deems necessary to monitor or aid in compliance with this Agreement.

Licensee shall reimburse LACMTA for any such cost or expense immediately upon receipt of a bill or an invoice therefor.

8. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Bikeway or LACMTA Property, and fully and promptly pay all persons who perform labor upon said Bikeway or LACMTA Property. Licensee shall not suffer or permit to be filed or enforced against the LACMTA Property or the Bikeway, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by LACMTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend LACMTA from all obligations and claims made against LACMTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of LACMTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to LACMTA in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, LACMTA shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse LACMTA for the cost of such discharge within ten (10) business days after billing. LACMTA reserves the right at any time to post and maintain on the LACMTA Property such notices as may be necessary to protect LACMTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

9. LANDSCAPING

LACMTA shall have the right to review and approve landscape plans prior to installation of the landscape materials, as outlined in Section 4, including any modifications made to the landscaping throughout the term of this License; provided that such approval shall not be unreasonably withheld.

10. MAINTENANCE AND REPAIR

10.1 General Maintenance Responsibilities. Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway in good order and condition, to LACMTA's satisfaction during the Term of this Agreement and shall be responsible for all incremental costs related to development of the Bikeway, and maintenance of the License Property and the Bikeway as necessary to keep the License Property and the Bikeway in good order and condition, to LACMTA's satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to, keeping the Bikeway and all other facilities and improvements of Licensee on the License Property weed, graffiti and litter-free to the satisfaction of LACMTA. In addition, Licensee shall ensure that (i) all landscaping which is a part of the Bikeway be adequately watered, fed and pruned, so as to be maintained in a healthy condition; (ii) any and all signs required by LACMTA as part of the Bikeway be maintained in a clean, readable condition, and (iii) all drainage facilities constructed to accommodate the Bikeway be maintained to allow for free flow of water. Licensee's maintenance obligations are further described in Exhibit "D", attached hereto.

10.2 Irrigation. Licensee shall pay for all costs to irrigate the Bikeway and the costs for associated utilities, including, without limitation, water.

10.3 Overhead and Underground Installations. License shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, and overhead wire lines which may be located on LACMTA Property and which may be impacted by construction, maintenance and/or use of the Bikeway. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the LACMTA Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners.

10.4 Access for Normal Maintenance Work. Normal maintenance work which is conducted entirely within the License Property may be performed by Licensee or Licensee's parties without written notice to LACMTA, provided that Licensee and Licensee's Parties performing such maintenance work have previously received LACMTA's written approval to access the License Property for such purposes.

10.5 Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact LACMTA representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of LACMTA staff or contractors responding to the emergency.

11. USE

The License Property and the Bikeway shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without LACMTA's prior review and written approval.

In no event can the License Property be used for park or recreational purposes.

12. ABANDONMENT

Should Licensee at anytime abandon the use of the Bikeway or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, LACMTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

13. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, LACMTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to LACMTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the

License Property by lawful means, and again repossess and enjoy the License Property and the Bikeway, without prejudice to any of the remedies that LACMTA may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

14. SURRENDER

As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by LACMTA in writing to leave in place any part of the Bikeway, Licensee, at its own cost and expense, shall (i) relocate the landscaping and improvements, except for LACMTA's tubular steel fencing, or remove the Bikeway, as determined by the LACMTA in its sole discretion; and (ii) restore the LACMTA Property to a state and condition satisfactory to LACMTA. Should Licensee fail to comply with the requirements of the preceding sentence, LACMTA may at its option perform the same at Licensee's expense, which costs Licensee agrees to pay to LACMTA on demand. Notwithstanding anything herein to the contrary, LACMTA may, in its sole discretion, request Licensee to leave all or a portion of the Bikeway in place on the License Property, in which case, it would elect to assume title and ownership of said Bikeway, at no cost to LACMTA. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the LACMTA Property is restored.

15. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to LACMTA), and hold harmless LACMTA and its subsidiaries, officers, directors, employees, agents, invitees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to a reasonable extent allowed by law, from and against loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee, in connection with License Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the License Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of LACMTA, Licensee shall provide insurance coverage, as provided in Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages,

compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

16. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the LACMTA Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the LACMTA Property, accident or fire or other casualty on the LACMTA Property, or electrical discharge, noise or vibration resulting from LACMTA's transit operations on or near the LACMTA Property. The term "LACMTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over LACMTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by LACMTA. Licensee, on behalf of itself and its Personnel as a material part of the consideration for this Agreement, hereby waives all claims and demands against LACMTA for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The foregoing assumption of risk shall be effective except to the extent any liability is caused by the gross negligence or willful misconduct of LACMTA; shall survive termination of this Agreement; and is in addition to any other rights or remedies which LACMTA may have under the law or under this Agreement.

17. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by LACMTA in the amounts and coverage's specified and issued by insurance companies as described on Exhibit "B". LACMTA reserves the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish LACMTA with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self-insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. LACMTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

18. TESTS AND INSPECTIONS

LACMTA shall have the right at any time to inspect the License Property and the Bikeway so as to monitor compliance with this Agreement. If, in LACMTA's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the LACMTA Property, adjacent property (whether or not owned by LACMTA) or LACMTA operations, LACMTA shall be permitted to conduct any tests or assessments,

including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with LACMTA in any tests or inspections deemed necessary by LACMTA. Licensee shall pay or reimburse LACMTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective work and inspections thereafter.

19. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by LACMTA in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the LACMTA Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

Licensee shall indemnify, defend (by counsel acceptable to LACMTA) and hold harmless the Indemnitees (as defined in Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the LACMTA Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the LACMTA Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

Licensee shall promptly notify LACMTA of any release on, or contamination of, LACMTA Property of which Licensee or any of Licensee's Parties becomes aware. In addition, in the event of any release on or contamination of the License Property by Licensee or Licensee's Parties, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the LACMTA Property and all affected adjacent property, whether or not owned by LACMTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of LACMTA and any governmental authorities having jurisdiction thereover.

20. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY LACMTA, WHICH APPROVAL MAY BE WITHHELD IN LACMTA'S SOLE DISCRETION.

At LACMTA's option, upon termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the LACMTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of LACMTA and any governmental authorities having jurisdiction thereover, and deliver to LACMTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

21. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of LACMTA, its successors and assigns, to use the License Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto LACMTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the LACMTA Property, and in connection therewith the right to grant and convey to others, rights and interests to the LACMTA Property on the License Property and in the vicinity of the Bikeway. This agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the LACMTA property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

22. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Bikeway and the License Property and shall furnish satisfactory evidence of such compliance promptly upon request of LACMTA. LACMTA may enter the License Property to inspect the Bikeway at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Bikeway, at its sole cost and expense.

23. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to LACMTA all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

24. MARKERS

Intentionally omitted.

25. GENERAL PROVISIONS

25.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

25.2 Non-Exclusive License. The license granted herein is not exclusive and LACMTA specifically reserves the right to grant other licenses within the License Property.

25.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

25.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to LACMTA arising out of this agreement which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due LACMTA, as applicable, as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

25.6 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

25.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all obligations concerning the condition of the License Property and the Bikeway.

25.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

25.9 Amendment. This Agreement may be amended at any time by the written agreement of LACMTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

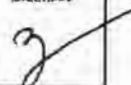
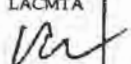
25.10 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of LACMTA, which may be withheld in LACMTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give LACMTA the right to immediately terminate this Agreement.

25.11 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

25.12 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

25.13 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at LACMTA's sole discretion, the relocation of the Bikeway and the license granted hereby.

25.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on LACMTA property that may be developed for public projects and programs which may be implemented by LACMTA or other public agencies, such as, but not limited to: rail and bus transit ways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this Lease is an interim use. Accordingly, as a condition to entering into this Lease, LACMTA expressly reserves the right to terminate the Lease for any of such public Project. Licensee expressly acknowledges and agrees that: (1) LACMTA may terminate this License for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event LACMTA terminates this License and requires Licensee to vacate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee

LACMTA


25.15 Future Need of License Property. If LACMTA shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of LACMTA, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by LACMTA, relocate or remove its Facility at Licensee's sole cost and expense.

25.16 Time of Essence. Time is of the essence.

25.17 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

25.18 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by LACMTA in accordance with the terms of this Agreement.

25.19 Entire Agreement Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of LACMTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

25.20 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.



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APN: 6268-032-900



Branch/Line: West Santa Ana	Map Reference: WSANA 8	Mile Post: 497.13 to 497.37	EXHIBIT "A"	Lessee/Licensee: City of Paramount	
Engineers Station:	Community	City Paramount		LACMTA File No.: RWSA000667	
County: Los Angeles	Nearest Cross St.: Somerset Blvd. & Lakewood Blvd.	Thomas Guide Grids 735 J4	Los Angeles Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012	Scale: NTS	Date: 12/18/12
Area: 30,750 sq. ft. approx.	Use: Bike/Pedestrian Path	Legend: 			

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of LACMTA property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LACMTA. At the option of LACMTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LACMTA, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. LACMTA, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LACMTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the LACMTA, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. LACMTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against LACMTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by LACMTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the LACMTA before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by LACMTA.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on Premises.

Exhibit "D "

Additional Provisions

1. Additional Maintenance Provisions. Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but not be limited to:

- (a) Weed abatement, which will be performed on a monthly basis.
- (b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.
- (c) Landscape Maintenance:
 - Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.
 - Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.
 - Planting design and subsequent trimming plan shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians.
 - Maintenance levels shall be sufficient to not pose a fire hazard to any buildings and structures, including poles and wirelines.
 - Respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.
 - Fencing and landscaping associated with the Bikeway lying within one hundred (100) feet of the centerline of any at-grade road crossing of LACMTA Property shall meet the following minimum requirements:
 - 1) Landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level.
 - 2) Fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level.
- (d) Investigate and resolve maintenance requests as quickly as possible consistent with staff and equipment availability and City policy.
- (e) Post LACMTA-approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.
- (f) Remove graffiti from signs, posts and all hard structures appurtenant to

the Bikeway and its landscaping on a weekly basis.

In event the Bikeway and LACMTA Property not be maintained as herein provided, to LACMTA's satisfaction, LACMTA may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming and fence replacement, and Licensee agrees to reimburse LACMTA for all incurred costs.

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

CERTIFICATE OF LIABILITY PROTECTION

In accordance with the provisions of Article 11(a) of the Joint Powers Agreement creating the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, the Executive Committee has designated a Joint Liability Protection Program for the Members.

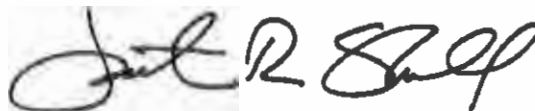
City of Paramount

including its City Council, along with all its commissions, agencies and employees thereof, is protected in accordance with the terms and provisions of the CALIFORNIA JPIA Liability Protection Program. This Certificate is evidence of the Member's participation in the Liability Protection Program during the period of July 1, 2012 to June 30, 2013.

The CALIFORNIA JOINT POWERS INSURANCE AUTHORITY will investigate, defend and/or pay all claims, settlements and final judgements which come within the provisions of the CALIFORNIA JPIA Memorandum of Coverage and any endorsements thereto.



CALIFORNIA JOINT POWERS INSURANCE AUTHORITY



Jonathan R. Shull, Chief Executive Officer

MTA ACCOUNT SUMMARY

CONTRACT NUMBER	RWSA000650
CUSTOMER NAME	BELLFLOWER , CITY OF
VAL MAP	WSA9, 10
THOMAS BROS	736A4 TO 736E7
CROSS STREETS	LAKWOOD, CLARK, ALONDRA, BELLFLOWER, FLOWER & WOODRUFF
CITY	BELLFLOWER
SCRRRA MILE POST	N/A
MILE POST	497.37
APN	6271-001-902

MTA ORIGINAL

File: RWSA000650

**BIKEWAY
LICENSE AGREEMENT**

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

**CITY OF BELLFLOWER
Agreement File No. 328.4**

BIKEWAY LICENSE AGREEMENT

This BIKEWAY LICENSE AGREEMENT ("Agreement") is made and entered into as of December 28, 2006 by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("MTA"), and the **CITY OF BELLFLOWER**, a public corporation ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
 The West Santa Ana Branch right of way, from the westerly City boundary at Lakewood Blvd., milepost 497.37, to the easterly City boundary at the San Gabriel River, milepost 499.75, in the City of Bellflower, County of Los Angeles, as shown on attached Exhibit A, dated 9/1/05, excluding areas subject to Lease, License, Easement or similar.
 Approximate area:
 2.38 +/- miles of varying in width, encompassing 25.21 +/- acres or 1,098,318 +/- square feet, as shown on attached Exhibit A. (¶1.1)

2. Use of License Property:
 Construction, maintenance and use by the public as a bikeway, and no other uses(¶1.1, ¶10)

3. Commencement Date:
 March 1, 2007 (¶1.2)

4. Term (circle one):
 A. Month-to-month
 (B) 240 months, ending February 28, 2027, ~~unless Licensee is required to relocate the License Property, alter, or make changes as required by MTA, upon 180 days' notice.~~ License shall continue on a month to month basis after Term. (¶1.2)

5. License Fees:
 A. Base License Fee:
 \$0 per month, payable (circle one):
 a. ~~Annually in advance~~
 b. ~~Monthly in advance~~ (¶2.1)

 B. Additional License Fee:
 a. ~~One-time fee: \$0~~
 b. ~~Other fees: \$0~~ (¶2.1)

- C. Base License Fee Adjustment Dates (Not applicable)
 - a. ~~Annually based on CPI~~
 - b. ~~At intervals of not less than three (3) years based on current fair market rent~~ (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. MTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza - 13th Floor – RWSA000650
Los Angeles, CA 90012-2952
Attn: Deputy Executive Officer of Real Estate (§24.1)

8. Licensee's Address:
City of Bellflower
Attn: City Manager
16600 Civic Center Drive
Bellflower, CA 90706 (§24.1)

9. Facility:
A bicycle path, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

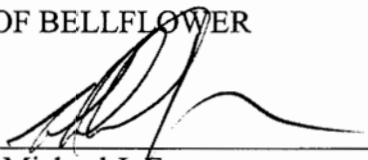
MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
Name: Velma C. Marshall
Title: Deputy Executive Officer of Real Estate

LICENSEE:

CITY OF BELLFLOWER

By: 
Name: Michael J. Egan
Title: City Manager

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Exhibits:

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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. MTA hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of MTA in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of MTA if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to MTA's prior written approval. The License Property, adjoining real property of MTA and personal property of MTA located thereon shall hereinafter collectively be referred to as "MTA Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. ~~If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that MTA shall have the right to relocate the License Property, alter, or make changes as required by MTA prior to the date specified in Item 4.B by delivering one hundred eighty (180) days' prior written notice to Licensee, provided that MTA, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation related purposes.~~ The term of this Agreement as provided above is referred to as the "Term". After the Term, Agreement shall continue on a month to month basis.

Licensee
MTA

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to MTA the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing

the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by MTA.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by MTA in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. MTA shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to MTA under this Agreement will cause MTA to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by MTA within five (5) days of when due, Licensee shall pay to MTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that MTA will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent MTA from exercising any of the other rights and remedies available to MTA under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the MTA's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to MTA. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to MTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by MTA. In addition, Licensee shall provide MTA with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify MTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by MTA, upon completion of any Work, Licensee shall restore the MTA Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by MTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by MTA, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by MTA, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". MTA reserves the right,

throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse MTA for all reasonable costs and expenses incurred by MTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by MTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along MTA's tracks, furnishing of watchmen, flagmen and inspectors as MTA deems necessary and such other items or acts as MTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or MTA Property, and fully and promptly pay all persons who perform labor upon said Facility or MTA Property. Licensee shall not suffer or permit to be filed or enforced against the MTA Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by MTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend MTA from all obligations and claims made against MTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of MTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to MTA in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, MTA shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse MTA for the cost of such discharge within ten (10) business days after billing. MTA reserves the right at any time to post and maintain on the MTA Property such notices as may be necessary to protect MTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to MTA's satisfaction. If any portion of the MTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the MTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by MTA, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. MTA shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without MTA's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated

herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, MTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, MTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to MTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that MTA may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by MTA prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the MTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, MTA may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to MTA on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the MTA Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to MTA), and hold harmless MTA and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the MTA Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the MTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of MTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the MTA Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the MTA Property, accident or fire or other casualty on the MTA Property, or electrical discharge, noise or vibration resulting from MTA's transit operations on or near the MTA Property. The term "MTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over MTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by MTA. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against MTA for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by MTA in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". MTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish MTA with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, MTA does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting MTA's self-insurance requirements, MTA may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by MTA at its sole and absolute discretion. MTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

MTA shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in MTA's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the MTA Property, adjacent property (whether or not owned by MTA) or MTA operations, MTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with MTA in any tests or inspections deemed necessary by MTA. Licensee shall pay or reimburse MTA, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by MTA in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the MTA Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to MTA) and hold harmless the Indemnities (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the MTA Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the MTA Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the MTA Property and all affected adjacent property -- whether or not owned by MTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of MTA and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY MTA, WHICH APPROVAL MAY BE WITHHELD IN MTA'S SOLE DISCRETION.

At MTA's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the MTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of MTA and any governmental authorities having jurisdiction thereover, and deliver to MTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of MTA, its successors and assigns, to use the MTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto MTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the MTA Property, and in connection therewith the right to grant and convey to others, rights and interests to the MTA Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the MTA Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the MTA Property and shall furnish satisfactory evidence of such compliance promptly upon request of MTA. MTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive

compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to MTA.

23. MARKERS

Project markers in form and size satisfactory to MTA, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as MTA shall designate. Such markers shall be relocated or removed upon request of MTA without expense to MTA. Absence of markers in or about MTA Property does not constitute a warranty by MTA of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and MTA specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to MTA which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due MTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the MTA Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both MTA and Licensee. Each individual executing this License on behalf of MTA or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or


permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of MTA, which may be withheld in MTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give MTA the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at MTA's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Relocation for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on MTA property that may be developed for public projects and programs which may be implemented by MTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is subject to MTA's right to require Licensee to relocate the License Property, alter, or make changes as required by MTA, at Licensee's sole cost and expense unless relocation of the Facility (bikeway) is incorporated in the Project. Accordingly, as a condition to entering into this License, MTA expressly reserves the right to require Licensee to relocate, alter, or make changes as required by MTA, for any public Project. Licensee expressly acknowledges and agrees that: (1) MTA may relocate the License Property for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event MTA requires Licensee to relocate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee



MTA


~~24.16 Future Need of License Property. If MTA shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of MTA, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by MTA, or relocate its Facility at Licensee's sole cost and expense unless relocation of the Facility (bikeway) is incorporated in the Project.~~

MTA


24.17 Time of Essence. Time is of the essence.

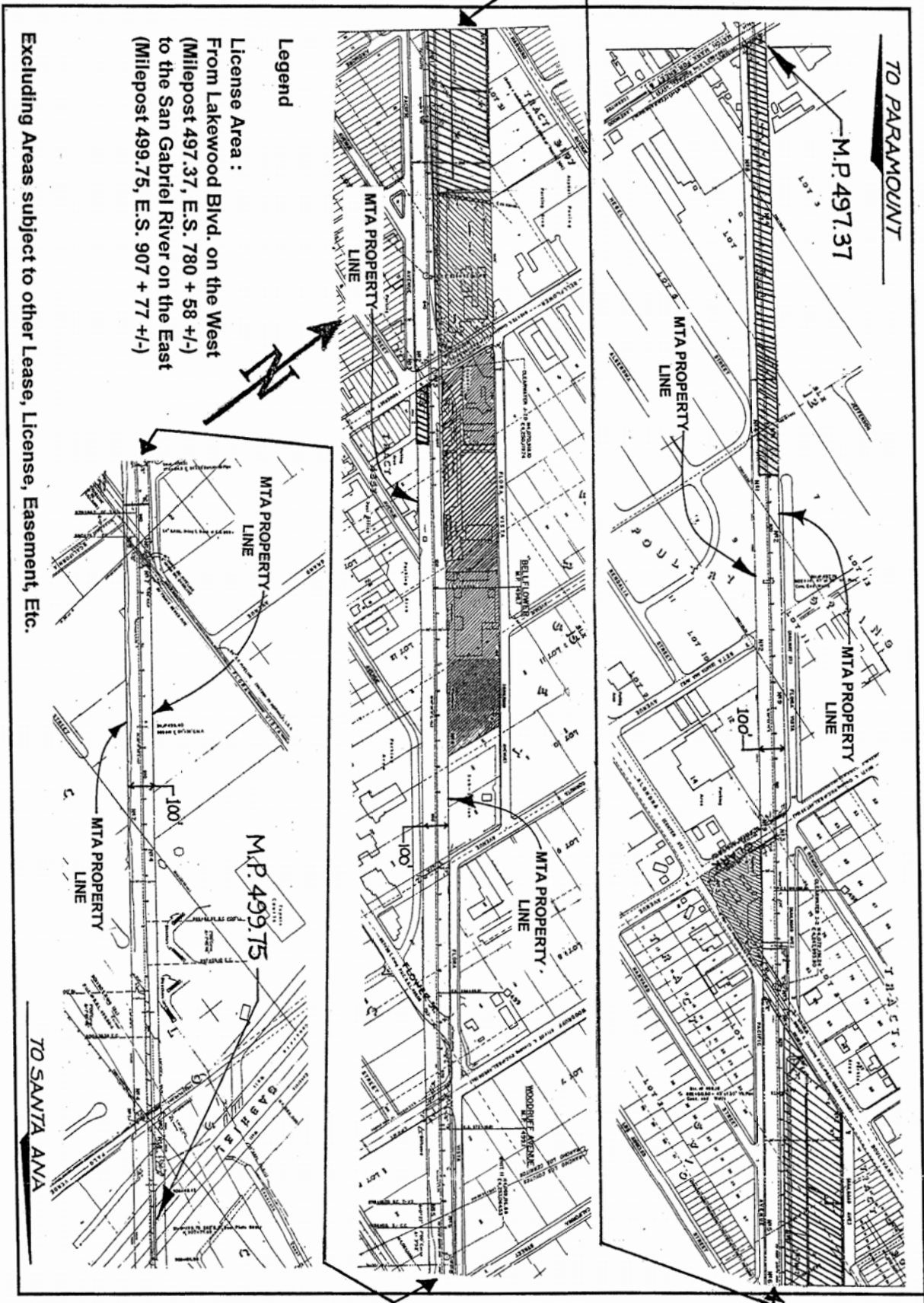
24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

Licensee


~~24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by MTA in accordance with the terms of this Agreement.~~

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of MTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.24.20

24.21 Additional Provisions. Those additional provisions set forth in Exhibit 'D', if any, are hereby incorporated by this reference as if fully set forth herein.



Legend

License Area :
 From Lakewood Blvd. on the West
 (Milepost 497.37, E.S. 780 + 58 +/-)
 to the San Gabriel River on the East
 (Milepost 499.75, E.S. 907 + 77 +/-)

Excluding Areas subject to other Lease, License, Easement, Etc.



Branch/Line W. Santa Ana Engineers Station 780+58 / 907+77 County Los Angeles	Map Reference WSA 9, 10, 11 Community Bellflower Nearest Cross St. Lakewood Bl.	Milepost 497.37 - 499.75 City Bellflower Thomas Guide Grids 736-A4 to 736-E7 Legend
Area (net.) +/- 25.21 acres	Bike Trail	
1,098,318 Sq. Ft. +/-		

EXHIBIT 'A'

Los Angeles Metropolitan
 Transportation Authority
 One Gateway Plaza
 Los Angeles, CA 90012-2902

Lessee/Licensee City of Bellflower	
MTA File No. RWSA000650	
Scale	Date 9/1/05
MM	

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of MTA property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by MTA. At the option of MTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MTA, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MTA, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; License Property owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to MTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects MTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by MTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MTA, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the MTA, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. MTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against MTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by MTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish MTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the MTA before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by MTA.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D"

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the License Property in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by MTA's Environmental Consultant. Additionally, any soil currently existing on the License Property may not be spread on the License Property unless and until it is characterized as Clean Soil to the reasonable satisfaction of MTA's Environmental Consultant.
2. **Maintenance of License Property.** Licensee shall keep the License Property free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of License Property.
3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the License Property by Licensee.
4. **Improvements.** Both Licensee and MTA acknowledge that the License Property is licensed in "AS IS" condition and any grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the License Property without MTA's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.
5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.
6. **Warranties.** The MTA makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to license the License Property.
7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the License Property by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by MTA personnel.
8. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the License Property unless such signs were requested and approved under your original proposal and covered by the required insurance.
9. **Additional Maintenance Provisions.** Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but not be limited to:
 - (a) Weed abatement, which will be performed on a monthly basis.
 - (b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.

(c) Landscape Maintenance:

Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.

Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.

Planting design and subsequent trimming plan shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.

Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13 feet above the street level.

Maintenance levels shall be sufficient to not pose a fire hazard to any buildings and structures, including poles and wirelines.

Respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.

Fencing and landscaping associated with the Bikeway lying within one hundred (100) feet of the centerline of any at-grade road crossing of MTA Property shall meet the following minimum requirements:

(i) landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level;

(ii) fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level.

(d) Investigate and resolve maintenance requests as quickly as possible consistent with staff and equipment availability and City policy.

(e) Post MTA-approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.

(f) Remove graffiti from signs, posts and all hard structures appurtenant to the Bikeway and its landscaping on a weekly basis. Licensee shall not be responsible for maintenance of any erected billboards or appurtenances thereto.

In event the Bikeway and MTA Property not be maintained as herein provided, to MTA satisfaction, MTA may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming, and Licensee agrees to reimburse MTA for all incurred costs.

Licensee	MTA
<i>MSE</i>	<i>UW</i>

Initials

File: RUSA000650

Date: 7-107

LEASE - LICENSE - PERMIT (circle one)
SUMMARY

LESSEE/LICENSEE/PERMITTEE:

City of Bldg
SUBLESSEE:

LOCATION: Line/Branch West Santa Ana Val Map No. USA 9, 11, 11
Cross Streets Alwood Blvd Thomas Guide Pg. 13674-
Address/City Bldg 737-E6

USE: Bikeway - Beautification
Dimensions 100' x Sq.Ft. 1,098,318

EFFECTIVE DATE: March 1, 2007 TERM: m-m (OR) 2 yrs - then mitomo

RENT: Per month \$ _____ (OR) Per year \$ 20 @ \$ 0. _____ /sq.ft./mo.

FMV of land \$ _____ @ \$ _____ .00 /sq.ft.

FM rent at _____ % = \$ _____ per month @ \$ 0. _____ /sq.ft./mo.

CPI: Y / N Three year fair market review: Y / N Date of next review _____

ONE TIME FEE: Y / N \$ _____

INSURANCE: Y / N
Coverage Required: (check applicable and indicate limits required)
 General Liability Limits \$ 2 mil CSL
 Automobile Liability Limits \$ 1 m CSL
 Workers' Compensation Limits \$ 1 m CSL

APPROVALS: (dates) Area Team _____ Third Party/SCRRA Engr. _____

IMPROVEMENTS: _____
Owned by Lessor _____ Lessee _____

Surrounding area uses _____

ENVIRONMENTAL CONCERNS: _____

COMMENTS:
Self insured city - notification in file

[Signature] Real Estate Officer
Approved: [Signature] Manager-Property Management
[Signature] Director-Real Estate

Date: 7/2/07 Date: 7/2/07

Metro Real Estate Scanning Summary Sheet

TITLE	CONTRACT DOCUMENTS - 2006-03-01 00:00:00
CONTRACT NUMBER	RWSA000651
CUSTOMER NAME	CITY OF BELLFLOWER
ASSESSOR PARCEL NUMBER	7109-009-903
CATEGORY	CONTRACT DOCUMENTS
NOTES	NON-BILLING - ACTIVE - -

CUSTOMER INFORMATION

DATE 2-21-06

ENTERED BY gaf
DATE ENTERED 2/21/06

NUMBER RWSA000651

NAME City of Bellflower
DBA/ATT _____

R.E. OFFICER Mark Morshusen CONTRACT TYPE Lease

CUSTOMER COMMENTS & BILLING INFO

COMMENTS _____

BILLING CYCLE No Bill TERRITORY/LINE West Santa Ana

ADDITIONAL ASSET INFORMATION

PROJECT NUMBER _____

ASSESSOR PARCEL# 7109-009-903 a portion of

PROPERTY ADDRESS 16336 Bellflower Blvd.

CITY Bellflower

CROSS STREETS Bellflower Blvd.

MILEPOST 498.55 TG GRID 736-C5

VAL MAP WSA 10 SQ. FT. 8,800 SIF +/-

PROPERTY DESCRIPTION 40' x 220' parcel, including old

Pacific Electric Station Building

USE Rehabilitation + occupancy of existing Pacific

Electric Station Building

HAZ MATERIALS STORED ON PROP. (TYPE) No

ENVIR. LIABILITY PROVISION Yes

ENVIR. PROB. PRE-EXISTING No

INSURANCE CARRIER CPJIA AMOUNT \$ 1000000

ORIGINAL CONTRACT DATE 3-1-06

PREVIOUS RR CONTRACT NUMBER -

PREVIOUS MTA NUMBER -

CUSTOMER REFERENCE NUMBER -

CONTRACT TERMS 3 years

NOTICE NEEDED FOR TERM. 180 Days prior to end of 3 yr. term.

OTHER _____

OTHER INFORMATION

CURRENT RENT	—	RENT COMMENCEMENT DATE	—
SECURITY DEPOSIT	—	DATE PAID	—
ONE TIME FEE	—	DATE PAID	—
INS. START	<u>2-1-06</u>	INS. EXPIRES	<u>6-30-07</u>
MOVE IN DATE	<u>3-1-06</u>	CONTRACT EXPIRES	<u>3-1-09</u>
CPI INCREASE	—	CONTRACT UPDATED	—

NEXT RENT INCR DATE	—	NEXT RENT INCR AMT	—
NEXT RENT INCR DATE	—	NEXT RENT INCR AMT	—
NEXT RENT INCR DATE	—	NEXT RENT INCR AMT	—

ADDRESSES

BILLING ADDRESS City of Bellflower

Attn: City ~~Manager~~ Manager

16600 Civic Center Drive

Bellflower, CA 90706

ADDRESS #2 L 20651

CONTACTS

NAME	<u>Pam Wolfy</u>	PHONE	<u>562 804-1424</u>
TITLE	<u>Community Development</u>	FAX	
NAME	<u>Miles Egan</u>	PHONE	<u>562 804-1424</u>
TITLE	<u>City Manager</u>	FAX	

x2102

TELEPHONES

NAME	PHONE #
NAME	PHONE #
NAME	PHONE #

File: USA 000651

Date: 2-21-06

LEASE - LICENSE - PERMIT (circle one)
SUMMARY

LESSEE/LICENSEE/PERMITTEE:

City of Bellflower

SUBLESSEE:

LOCATION:

Line/Branch West Santa Ana

Val Map No. USA 10

Cross Streets Bellflower Blvd

Thomas Guide Pg. 736-05

Address/City Bellflower

USE:

Rehabilitation + occupancy of existing P.E. Station Building

Dimensions 220' x 40' approximately Sq.Ft. 8800

EFFECTIVE DATE:

3-1-06

TERM: m-m (OR)

3 years

RENT: Per month \$

—

(OR) Per year \$

—

@ \$ 0. —

/sq.ft./mo.

FMV of land \$

—

@ \$ —

.00 /sq.ft.

FM rent at

—

% = \$ —

per month @ \$ 0. —

/sq.ft./mo.

CPI: Y / N

Three year fair market review: Y / N

Date of next review

—

ONE TIME FEE: Y / N \$ —

INSURANCE: Y / N

Californta Joint

Coverage Required: (check applicable and indicate limits required)

<input checked="" type="checkbox"/>	General Liability	Limits \$ <u>1,000,000</u>	CSL
<input checked="" type="checkbox"/>	Automobile Liability	Limits \$ <u>1,000,000</u>	CSL
<input checked="" type="checkbox"/>	Workers' Compensation	Limits \$ <u>1,000,000</u>	CSL

APPROVALS: (dates) Area Team

Sharon Mukherjee

Third Party/SCRRA Engr.

—

IMPROVEMENTS:

Pacific Electric Station Building

Owned by Lessor

Lessee

Surrounding area uses

Commercial/Industrial

ENVIRONMENTAL CONCERNS:

COMMENTS:

Agreement to allow local City to restore + occupy old Depot Building.

No Fee Lease, Public Benefit.

[Signature]
Real Estate Officer

Approved:

[Signature] for D. Robb
Manager-Property Management
Date: 2/21/06

[Signature]
Director-Real Estate
Date: 2/21/06

File Copy of
MTA ORIGINAL

File: RWSA000651
City AFN 51.62

LEASE AGREEMENT

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

CITY OF BELLFLOWER

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of 2-21, 2006, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "MTA", and the CITY OF BELLFLOWER, a public corporation, hereinafter referred to as "Tenant".

PART I

BASIC LEASE PROVISIONS

- 1. Description of Premises:
220' X 40' of the West Santa Ana Branch right of way, in the City of Bellflower, County of Los Angeles, at approximately milepost 498.55 +/-, as shown on attached Exhibit A.
Approximate area:
8,800 +/- Square Foot (\$1.1)
- 2. Premises Address:
Intersection of Bellflower Blvd. and the West Santa Ana Branch right of way. (\$1.1)
- 3. Commencement Date:
March 1, 2006 (\$1.2)
- 4. Term (circle one):
~~A. Month-to-month.~~
B. 36 months, ending September 30, 2008, unless canceled by MTA, as provided in Section 1.2, on one hundred eighty (180) days' notice (\$1.2)
- 5. Rent:
A. Initial Base Rent:
\$0 per month, payable (circle one):
~~a. Annually in advance~~
~~b. Monthly in advance~~ (\$2.1.1)
B. Additional Rent: \$0 (\$2.1.2)
C. Adjustment Dates (circle, if applicable):
~~a. Annually based on CPI~~ (\$2.2.1)
~~b. At intervals of not less than three (3) years based on fair market rent~~ (\$2.2.2)
- 6. Security Deposit: \$0 (\$2.3)
- 7. Use of Premises: Rehabilitation and occupancy of existing Pacific Electric Station Building, new bathroom, and associated appurtenances only, and no other uses. (\$3.0)


8. Insurance Amount: (See Exhibit "B") (§11.2)
9. MTA's Address:
 Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza - 13th Floor
 Los Angeles, CA 90012-2952
 Attn: Director of Real Estate (§19.18)
10. Tenant's Address:
 City of Bellflower
 Attn: Mike Egan, City Administrator
 16600 Civic Center Drive
 Bellflower, CA 90706 (§19.18)
11. Broker: None (§19.20)

The foregoing Basic Lease Provisions and the General Lease Provisions set forth in attached Part II are incorporated into and made part of this Lease.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed, in duplicate, by the parties hereto as of the date first above written.

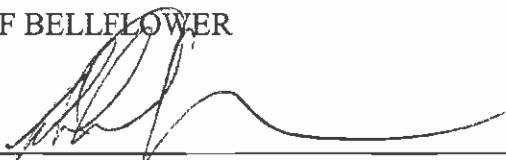
MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
 Name: Velma C. Marshall
 Title: Director of Real Estate

TENANT:

CITY OF BELLEFLOWER

By: 
 Name: ~~Mike Egan~~ Michael J. Egan
 Title: ~~City Administrator~~ City Manager

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Exhibits:

- "A" Site Plan of the Premises
- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

PART II - GENERAL LEASE PROVISIONS

1. PREMISES AND TERM

1.1 Lease of Premises. MTA hereby leases to Tenant, and Tenant hereby hires from MTA certain premises (the "Premises") described and consisting of approximately the area described in Item 1 of the Basic Lease Provisions. The location of the Premises is described in Item 2 of the Basic Lease Provisions and is shown on the map or site plan attached hereto as Exhibit "A". The Premises shall refer to the land shown on the site plan (the "Land") plus all buildings and improvements now or hereafter located thereon, if any (collectively, the "Improvements"). The Premises, adjoining real property of MTA and personal property of MTA located thereon shall hereinafter collectively be referred to as "MTA Property".

1.2 Term. The term of this Lease shall commence on the "Commencement Date" specified in Item 3 of the Basic Lease Provisions. Unless a specific term of this Lease is filled in at Item 4.B of the Basic Lease Provisions, or if Item 4.A is circled, this Lease shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic Lease Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic Lease Provisions is filled in, then this Lease shall be a lease for the term specified in said Item 4.B; provided, however, that MTA shall have the right to terminate this Lease prior to the date specified in Item 4.B by delivering one hundred eighty (180) days' prior written notice to Tenant, provided that MTA, in its sole, reasonable judgment, determines that it then may require possession of the Premises for its primary, transportation-related purposes. The term of this Lease as provided above is referred to as the "Term".

1.3 Condition of Premises. Tenant acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Tenant shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.

If MTA cannot deliver the Premises by the Commencement Date, MTA shall not be deemed to be in default hereunder, nor shall MTA be liable for any loss or damage directly or indirectly arising out of or resulting from such failure. Tenant agrees to accept possession of the Premises at such time as MTA is able to tender the same, which date shall thenceforth be deemed the Commencement Date.

2. RENT AND SECURITY DEPOSIT

2.1 Rent. Rent shall accrue hereunder from the Commencement Date. The amounts provided in Item 5 of the Basic Lease Provisions, that is: (i) the amount provided in Item 5.A, as such amount may be adjusted as set forth in Sections 2.2.1 and 2.2.2 ("Base Rent"), (ii) the amount provided in Item 5.B, and (iii) any other sums specified in Item 5 of the Basic Lease Provisions or otherwise provided in this Lease that are owing on a regular periodic basis to MTA, if any, shall collectively constitute the "Rent". Rent for any fractional periods at the commencement or end of the Term shall be prorated, if applicable, on a daily basis.

2.1.1 Base Rent. If Item 5.A.a of the Basic Lease Provisions is circled, an amount equal to twelve (12) times the Base Rent shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Lease as specified in Section 1.2. If Item 5.A.b of the Basic Lease Provisions is circled, the first month's installment of Base Rent shall be due and payable upon execution of this Lease in the amount indicated as Initial Base Rent in Item 5.A of the Basic Lease Provisions. Thereafter, installments of Base Rent shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term.

2.1.2 Additional Rent. If an amount is set forth in Item 5.B of the Basic Lease Provisions, then such amount shall be due and payable, without demand, as set forth therein.

2.2 Base Rent Adjustment

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic Lease Provisions is circled, then the Base Rent shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs (the "Adjustment Date(s)"). The adjusted Base Rent as of each Adjustment Date shall be the greater of the Base Rent on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which

the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by MTA.

2.2.2 Fair Market Rental Adjustment. If Item 5.C.b of the Basic Lease Provisions is circled, then, at intervals of not less than three (3) years, Base Rent payable under this Section 2 shall be increased, but not decreased, in order to adjust the Base Rent to the then fair market rental value of the Premises as determined by MTA in good faith. Such increases shall be effective on a each triennial anniversary date of the Commencement Date. MTA shall give Tenant written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on a triennial anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Security Deposit. Tenant shall deposit with MTA upon execution of this Lease the sum provided in Item 6 of the Basic Lease Provisions ("Security Deposit"), which sum shall be held by MTA in its general fund, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease. Upon the occurrence of any event of default by Tenant, MTA may use the Security Deposit to the extent necessary to make good any arrears of Rent or other payments due MTA hereunder, all of which shall be deemed to be rent, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to MTA on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of the Security Deposit shall be returned by MTA to Tenant after termination of this Lease, provided all of Tenant's obligations under this Lease have been fulfilled.

2.4 Late Charge. Tenant acknowledges that late payment by Tenant of any payment owed to MTA under this Lease will cause MTA to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any installment of Rent or other payment due from Tenant is not received by MTA within five (5) days of when due, Tenant shall pay to MTA an additional sum of ten percent (10%) of the overdue Rent or other payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that MTA will incur by reason of a late payment by Tenant. Acceptance of any late payment charge shall not constitute a waiver of Tenant's default with respect to the overdue payment, nor prevent MTA from exercising any of the other rights and remedies available to MTA under this Lease, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 19.1.

3. USE

The Premises shall be used only for the purposes specified in Item 7 of the Basic Lease Provisions, and for such other lawful purposes as may be directly incidental thereto. Tenant shall be responsible for and shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises including, without limitation, the Americans with Disabilities Act and regulations promulgated in connection therewith (the "ADA"). Without limiting the generality of the foregoing, and subject to Section 8 below, Tenant shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises, which are required by any federal, state or local building code or other law or regulation applicable to the Premises (including, without limitation, the ADA), or are made necessary by the nature of Tenant's use of the Premises. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb or endanger any other persons.

Tenant shall not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) that would render the insurance thereon void or the insurance risk more hazardous. If any increase in the fire and extended coverage insurance premiums paid by MTA is caused by Tenant's use and occupancy of the Premises, or if Tenant vacates the Premises and causes any increase in such premiums, then Tenant

shall pay as additional Rent the amount of such increase to MTA, and, upon demand by MTA, the amount required to correct at Tenant's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

4. HAZARDOUS MATERIALS

4.1 Hazardous/Toxic Materials Use and Indemnity. Tenant shall operate and maintain the Premises in compliance with all, and shall not cause or permit the Premises to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Tenant or the Premises ("Environmental Laws"). Except for Hazardous Materials expressly approved by MTA in writing as shown on Exhibit "C", Tenant shall not cause, or allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees, or subtenants (collectively, "Tenant's Parties") to cause or permit any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the Premises. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Tenant shall indemnify, defend (by counsel acceptable to MTA) and hold harmless MTA and its partners, officers, commissioners, employees, agents, contractors, successors and assigns (individually and collectively, "Indemnitees"), from and against all loss, liability, claim, damage, costs and expenses (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Tenant's breach of any prohibition or provision of this section or (b) any release of Hazardous Materials upon or from the Premises or contamination of the Premises or adjacent property (i) which occurs due to the use and occupancy of the Premises by Tenant or Tenant's Parties, or (ii) which is made worse due to the act or failure to act of Tenant or Tenant's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Lease; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Lease.

In addition, in the event of any release or contamination of the Premises, Tenant, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Premises and all affected adjacent property) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of MTA and any governmental authorities having jurisdiction thereover.

4.2 Underground Storage Tanks. NEITHER TENANT NOR TENANT'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY MTA, WHICH APPROVAL MAY BE WITHHELD IN MTA'S SOLE DISCRETION.

At MTA's option, upon the termination of this Lease at any time and for any reason, Tenant shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of MTA and any governmental authorities having jurisdiction thereover, and deliver to MTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

4.3 Environmental Assessment. Upon execution of this Lease, MTA, in its sole discretion, may require Tenant to retain a duly licensed environmental consultant acceptable to MTA who shall perform an environmental assessment of the Premises and Tenant's and Tenant's Parties' business activities and prepare a report on Tenant's and/or Tenant's Parties' compliance with the provisions of this section. MTA may require Tenant to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this Lease, the cost of which shall be the sole responsibility of Tenant. Tenant shall provide a copy of the report or reports from the consultant(s) promptly to MTA upon receipt, and upon request shall promptly provide to MTA a copy of all data, documents and other information prepared or gathered in connection therewith.

4.4 Tests and Inspections. MTA shall have the right at any time to inspect the Premises so as to monitor compliance with this Lease. If, in MTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises, adjacent property or MTA's operations, MTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Tenant shall cooperate with MTA in any tests or inspections deemed necessary by MTA. Tenant shall pay or reimburse, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

5. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the Premises and any other property of, or under the control or custody of, Tenant, which is on or near the Premises. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Premises, accident or fire or other casualty on the Premises, or electrical discharge, noise or vibration resulting from MTA's transit operations on or near the Premises. The term "MTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over MTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by MTA. Tenant, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by or for whose acts Tenant is liable (collectively, "Personnel"), as a material part of the consideration for this Lease, hereby waives all claims and demands against MTA for any such loss, damage or injury of Tenant and/or its Personnel. In that connection, Tenant waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Lease.

6. TAXES

Tenant shall be liable for all taxes levied or assessed against real property, personal property, furniture, fixtures, and equipment located or placed on the Premises, whether owned by the Tenant, or otherwise, and Tenant also agrees to pay before delinquency any and all possessory interest taxes due and arising from this Lease.

7. MAINTENANCE AND REPAIR

Subject to Section 10.1 below, Tenant shall promptly maintain and repair the Premises and keep them clean, sanitary and free of debris. At MTA's option, Tenant shall, at Tenant's sole cost and expense, construct and thereafter maintain at its sole expense a fence or barricade of a type approved in writing by MTA along the boundary lines of the Premises adjoining other property owned by MTA.

8. ALTERATIONS, LIENS AND SIGNS

8.1 Alterations. Tenant shall make no alterations, additions or improvements to the Premises without obtaining the prior written consent of MTA in each instance. Tenant shall notify MTA in writing at least thirty (30) days prior to the commencement of any such work in or about the Premises and MTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. If MTA consents to the construction of improvements by Tenant, all such construction work shall be carried out in compliance with any and all MTA rules, regulations and requirements.

8.2 Liens. Tenant shall have no authority to create or place any lien or encumbrance of any kind or nature whatsoever upon the interest of MTA or Tenant in the Premises for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises. Tenant shall discharge of record by payment, bonding or otherwise any claim of lien or stop notice filed against the Premises on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Premises immediately upon the filing of any claim of lien or stop notice. Tenant shall indemnify and hold MTA harmless from any and all loss, cost or expense based on or arising out of asserted claims, liens or stop notice against the leasehold estate or

against the right, title and interest of MTA in the Premises or this Lease arising from the act or agreement of Tenant. Tenant agrees to give MTA immediate written notice of the placing of any lien or stop notice or encumbrance against the Premises. MTA shall have the right, at MTA's option, of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be immediately due and payable upon rendition of a bill therefor.

8.3 Signs. Tenant shall not, without MTA's prior written consent, erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from outside the Premises. All signs, decorations or advertising media visible from outside the Premises shall be subject to the prior written approval of MTA as to construction, method of attachment, size, shape, height, design, lighting, color and general appearance. Non-commercial directional signs, directly related to the former Pacific Electric Depot and restrooms, are permitted.

9. UTILITIES

Tenant shall pay for all water, gas, heat, light, telephone, sewer and other utilities and services used on or from the Premises directly to the utility providing the same. If any utility company requires a license or permit from MTA to cross property of MTA other than the Premises before services will be provided, Tenant shall pay to MTA the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), or such other sum as MTA may from time to time put into effect, to cover the expense of preparing and processing each such license or permit.

10. DAMAGE OR DESTRUCTION

10.1 Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed such that it is difficult or impossible for Tenant to continue operating its business thereon, then either MTA or Tenant may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction. If this Lease is terminated, Tenant shall pay MTA all proceeds of insurance carried by Tenant (or an amount equal to the proceeds that would have been payable by insurance Tenant was required to carry under this Lease) attributable to the Land and Improvements and any items affixed thereto, other than Tenant's trade fixtures. If this Lease is not terminated, Tenant shall repair all damage to the Premises at Tenant's cost, whether or not sufficient insurance proceeds are available.

10.2 Loss Caused by Tenant or its Affiliates. If the Premises are wholly or partially damaged or destroyed as a result of the negligence or willful misconduct or omission of Tenant, Tenant shall forthwith diligently undertake to repair or restore all such damage or destruction at Tenant's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in Rent or other payments owed by Tenant, and this obligation of Tenant to repair or restore the Premises shall survive the cancellation of this Lease.

10.3 Exclusive Remedy. This Section 10 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises, and Tenant waives and releases Tenant's rights under California Civil Code Sections 1932 and 1933(4). No damages, compensation or claim shall be payable by MTA for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

11. INSURANCE AND INDEMNIFICATION

11.1 MTA's Insurance. MTA may maintain insurance covering the Premises and MTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of MTA and under its sole control. Tenant's insurance policies shall provide primary coverage to MTA; when any such policy issued to MTA provides duplicate coverage or is similar in coverage, MTA's policy will be excess over Tenant's policies.

11.2 Tenant's Insurance Obligations. Tenant, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Lease insurance as required by MTA in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". MTA reserves the right, throughout the Term of this Lease, to review and change the amount and type of insurance coverage it requires in connection with this Lease or work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any work on the Premises, Tenant shall furnish MTA with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, MTA does not allow self-insurance, however, if Tenant can demonstrate assets and retention funds meeting MTA's self-insurance requirements, MTA may

permit Tenant to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by MTA in its sole and absolute discretion. MTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Tenant under this Lease.

11.3 Indemnification. Tenant, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to MTA), and hold harmless MTA and its subsidiaries, partners, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Tenant, or its Personnel (as defined in Section 5) in connection with the Premises or arising from the presence upon or performance of activities by Tenant or its Personnel with respect to the Premises, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Tenant or its Personnel, or (iii) non-performance or breach by Tenant of any term or condition of this Lease, in each case whether occurring during the Term of this Lease or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Lease; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Lease. Upon request of MTA, Tenant shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Lease.

Claims against the Indemnitees by Tenant or its Personnel shall not limit the Tenant's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Tenant or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

12. MTA'S RIGHT OF ACCESS

Tenant will permit MTA and its agents, at all reasonable times and at any time in case of emergency, in such manner as to cause as little disturbance to Tenant as reasonably practicable (a) to enter into and upon the Premises to inspect them, to protect the MTA's interest therein, or to post notices of non-responsibility, (b) to take all necessary materials and equipment onto the Premises, and perform necessary work thereon, and (c) to perform environmental testing, monitoring, sampling, digging, drilling and analysis for Hazardous Materials on, under or about the Premises. MTA may at any time place on or about the Premises (including the Improvements) any ordinary "for sale" and "for lease" signs. Tenant shall also permit MTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

13. ASSIGNMENT AND SUBLETTING

13.1 MTA's Consent. Tenant shall not assign all or any portion of its interest in this Lease, whether voluntarily, by operation of law or otherwise, and shall not sublet all or any portion of the Premises, including, but not limited to, sharing them, permitting another party to occupy them or granting concessions or licenses to another party, except with the prior written consent of MTA, which MTA may withhold in its reasonable discretion.

13.2 Fees. Tenant shall pay MTA's reasonable attorneys' fees incurred in evaluating any proposed assignment or sublease and documenting MTA's consent.

13.3 Procedure. Whenever Tenant has obtained an offer to assign any interest in this Lease or to sublease all or any portion of the Premises, Tenant shall provide to MTA the name and address of said proposed assignee or sublessee, the base rent and all other compensation, the proposed use by the proposed assignee or sublessee, the proposed effective date of the assignment or subletting, and any other business terms which are material to the offer and which differ from the provisions of this Lease ("Notice of Offer"). Tenant shall also provide to MTA the nature of business, financial statement and business experience resume for the immediately preceding five (5) years of the proposed assignee or sublessee and such other information concerning such proposed assignee or sublessee as MTA may require. The foregoing information shall be in writing and shall be received by MTA no less than sixty (60) days prior to the effective date of the proposed assignment or sublease.

Within thirty (30) days of receiving a Notice of Offer for the proposed assignment or subletting, MTA shall either notify Tenant that MTA consents to the proposed assignment or subletting or withholds its consent for reasons to be specified in the notice. If MTA does not provide a notice granting its consent to Tenant within thirty (30) days of receiving a Notice of Offer, MTA shall be deemed to have withheld its consent to the proposed assignment or subletting, and MTA's reasons for such action shall be furnished to Tenant upon request.

13.4 Profits. If any interest in this Lease is assigned or all or any portion of the Premises are subleased, MTA shall have the right to condition its consent thereto upon MTA's receiving some or all the "profit" to be made from such assignment or subletting.

13.5 Continuing Tenant Obligations. Any such subleasing or assignment, even with the approval of MTA, shall not relieve Tenant from liability for payment of all forms of Rent and other charges herein provided or from the obligations to keep and be bound by the terms, conditions and covenants of this Lease.

13.6 Waiver, Default and Consent. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to the assignment or subletting of the Premises. Any assignment or sublease without the MTA's prior written consent shall be voidable, at MTA's election, and shall constitute a default hereunder. Consent to any assignment or subletting shall not be deemed a consent to any future assignment or subletting.

14. CONDEMNATION

14.1 Total Taking. If the whole or any substantial part of the Premises, as determined by MTA, should be taken or damaged because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, including acts or omissions constituting inverse condemnation, or any transfer of the Premises or portion thereof in avoidance of the exercise of the power of eminent domain (collectively, a "Taking"), and the Taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, as determined by MTA, this Lease shall terminate effective when the physical Taking of the Premises shall occur. Notwithstanding the foregoing, any cancellation of this Lease by MTA as provided in Sections 1.2 or 17.2.1, for any reason, including but not limited to a decision by MTA to use the Premises itself or for any public purpose, shall not be a "Taking", and no rights shall accrue to Tenant under this Section 14 or otherwise.

14.2 Partial Taking. If part of the Premises shall be subject to a Taking and this Lease is not terminated as provided in Section 14.1 above, this Lease shall not terminate but the Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area of the Premises rendered unusable by Tenant.

14.3 Condemnation Award. The entire award or compensation for any Taking of the Premises, or any part thereof, or for diminution in value, shall be the property of MTA and Tenant hereby assigns its interest in any such award to MTA; provided, however, MTA shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and improvements.

14.4 Exclusive Remedy. This Section 14 shall be Tenant's sole and exclusive remedy in the event of any Taking. Tenant hereby waives the benefits of California Code of Civil Procedure §1265.130.

14.5 Termination for Public Project. Tenant hereby expressly recognizes and agrees that the Premises is located on MTA property that may be developed for public projects and programs which may be implemented by MTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Tenant's use of the Premises under this Lease is an interim use. Accordingly, as a condition to entering into this Lease, MTA expressly reserves the right to terminate the Lease for any public Project. Tenant expressly acknowledges and agrees that: (1) MTA may terminate this Lease for any public project; (2) Tenant will **NOT** oppose any public Project when planned or implemented on or adjacent to the Premises; and (3) in the event MTA terminates this Lease and requires Tenant to vacate the Premises for any - public Project, Tenant (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the Premises.

Tenant
[Signature]
MTA
[Signature]

14.6 Future Need of Lease Property. If MTA shall at any time, or from time to time, so require by written notice thereof to Tenant based on the need of MTA, in its sole discretion, for the Lease Property for its public purposes Tenant shall reconstruct, alter, make changes as required by MTA, relocate or remove its Facility.

15. SURRENDER

Upon the expiration or sooner termination of the Term of this Lease, Tenant shall surrender the Premises in as good condition as when received, reasonable wear and tear excepted, free of trash and rubbish, and free from all tenancies or occupancies by any person. Tenant shall remove all trade fixtures, furniture, equipment and other personal property installed in the Premises prior to the expiration or earlier termination of this Lease. Unless MTA elects to the contrary by written notice to Tenant delivered prior to the expiration or earlier termination of this Lease, Tenant shall remove at its sole cost all alterations, additions and improvements made by Tenant to the Premises. Alterations, additions and improvements remaining on the Premises that MTA elects by written notice to Tenant to acquire and retain at the expiration or earlier termination of this Lease shall become the property of MTA. Tenant shall, at its own cost, completely repair any and all damage to the Premises and the Improvements resulting from or caused by such removal. The provisions of Section 8.1 shall apply to such removal and repair work.

16. QUIET ENJOYMENT

MTA represents and warrants that it has full rights and authority to enter into this Lease and that Tenant, upon paying the Rent herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from MTA, subject to the terms and provisions of this Lease and all matters of record.

17. EVENTS OF DEFAULT; MTA'S REMEDIES

17.1 Events of Default. Tenant shall be deemed to be in default under this Lease when any of the following occurs:

(a) Tenant shall fail to pay any installment of the Rent herein reserved when due, or any other payment or reimbursement to MTA required herein when due;

(b) Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing the inability to pay its debts or shall make a general assignment for the benefit of creditors; a receiver or trustee (or similar official) shall be appointed for all or substantially all of the assets of Tenant; or the filing of any voluntary petition by Tenant under the Bankruptcy Code, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of forty-five (45) days; or the attachment, execution or other judicial seizure or non-judicial seizure of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ten (10) business days after the levy thereof.

(c) Tenant shall vacate all or a substantial portion of the Premises, whether or not Tenant is in default of the Rent or other charges due under this Lease; or

(d) Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant. Such notice shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

17.2 MTA's Remedies. Upon the occurrence of any of the events of default described in Section 17.1 hereof, MTA shall have the option to pursue any one or more of the following remedies as allowed by law:

17.2.1 Termination. MTA shall have the right, at any time, with or without notice or demand, to terminate this Lease, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that MTA may have under this Lease, at law or equity by reason of Tenant's default or of such termination.

17.2.2 Damages upon Termination. Should MTA terminate this Lease pursuant to the provisions of Section 17.2.1 hereof, MTA, without limiting any other remedy, shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code, or any successor code section. Upon such

termination, in addition to any other rights and remedies to which MTA may be entitled under applicable law, MTA shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and all other amounts which had accrued at the time of termination, all of which shall be deemed to be rent; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate MTA for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses (a) and (b) shall be computed with interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in clause (c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

17.2.3 Continue Lease in Effect. MTA shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if MTA does not elect to terminate this Lease on account of any default by Tenant, MTA may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

17.2.4 Computation of Rent for Purposes of Default. For purposes of computing unpaid Rent which would have accrued and become payable under this Lease after termination hereof, unpaid Rent shall consist of the Base Rent and additional Rent as described in Section 2.1 at the rate in effect when this Lease is terminated.

17.2.5 Costs. If MTA incurs any cost or expense occasioned by the default of Tenant (including but not limited to attorneys' fees and costs), then MTA shall be entitled to receive such costs together with interest on all funds MTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, including without limitation, brokers' fees incurred by MTA in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by MTA in enforcing or defending MTA's right and/or remedies, including reasonable attorneys' fees whether or not suit is actually filed.

17.2.6 Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.

17.2.7 MTA's Cure; Reimbursement by Tenant. If Tenant should fail to make any payment, take any required action or cure any default hereunder within the time herein permitted, MTA, without being under any obligation to do so and without thereby waiving such default, may make such payment, take such action and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay MTA, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by MTA in making such payment or taking such remedial action.

18. TENANT'S REMEDIES

18.1 MTA's Default. MTA shall not be in default under this Lease unless MTA fails to perform obligations required of MTA within sixty (60) days after written notice is delivered by Tenant to MTA specifying the obligation which MTA has failed to perform; provided, however, that if the nature of MTA's obligation is such that more than sixty (60) days are required for performance, then MTA shall not be in default if MTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. All obligations of MTA hereunder will be construed as covenants, not conditions.

18.2 Tenant's Remedies. Except as provided below, in the event of any default by MTA, Tenant's exclusive remedies shall be an action for specific performance or action for damages. Tenant hereby waives the benefit of any laws granting it the right to perform MTA's obligation, the right to place a lien upon the property of MTA and/or upon Rent due MTA, or the right to terminate this Lease or withhold Rent on account of any MTA default.

18.3 Sale of Premises. In the event of any sale or transfer of the Premises, the seller, transferor or assignor shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of

MTA thereafter to be performed and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser, transferee or assignee on any such sale, transfer or assignment that such purchaser, transferee or assignee has assumed and agreed to carry out any and all agreements, covenants and obligations of MTA hereunder.

19. GENERAL PROVISIONS

19.1 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to MTA that is not paid when due shall bear interest at the maximum rate then allowable by law. Such interest will be due MTA as it accrues. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

19.2 Time of Essence. Time is of the essence.

19.3 Binding Effect. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this Lease as Tenant, then each shall be jointly and severally liable for all obligations of Tenant hereunder.

19.4 Choice of Law. This Lease shall be governed by the laws of the State of California.

19.5 Captions. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

19.6 Certificates. Tenant agrees from time to time within ten (10) days after request of MTA, to deliver to MTA, or MTA's designee, all financial statements for the previous three (3) fiscal years of Tenant, and an estoppel certificate stating that this Lease is in full force and effect, the date to which Rent has been paid, the unexpired Term of this Lease and such other matters pertaining to this Lease as may be requested by MTA.

19.7 Entire Agreement; Amendments. This Lease constitutes the entire understanding and agreement of the MTA and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of MTA and Tenant with respect thereto. MTA and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by MTA or Tenant, or anyone acting on behalf of MTA or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed and dated by both parties hereto.

19.8 Waivers. The waiver by MTA of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or lessen the right of MTA to insist upon the performance by Tenant in strict accordance with all of the provisions of this Lease. The subsequent acceptance of Rent hereunder by MTA shall not be deemed to be a waiver of any preceding breach by Tenant of any provisions, covenant, agreement or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of MTA's knowledge of such preceding breach at the time of acceptance of such Rent.

19.9 Attorneys' Fees. If either MTA or Tenant commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this Lease or the Premises, including but not limited to any action for recovery of Rent due and unpaid, to recover possession or for damages for breach of this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If MTA becomes involved in any action, threatened or actual, by or against anyone not a party to this Lease, but arising by reason of or related to any act or omission of Tenant or Tenant's Parties, Tenant agrees to pay MTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

19.10 Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the

Term, including without limitation, all payment obligations with respect to Rent and all obligations concerning the condition of the Premises.

19.11 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

19.12 Security Measures. Tenant hereby acknowledges that the Rent payable to MTA hereunder does not include the cost of guard service or other security measures, and that MTA shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, Tenants' Parties and their property from acts of third parties.

19.13 Easements. MTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that MTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of MTA and failure to do so shall constitute a material breach of this Lease.

19.14 Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

19.15 No Third Party Beneficiaries. This Lease is not intended by either party to confer any benefit on any third party, including without limitations any broker, finder, or brokerage firm.

19.16 Effective Date/Nonbinding Offer. Submission of this Lease for examination or signature by Tenant does not constitute an offer or option for lease, and it is not effective as a lease or otherwise until executed and delivered by both MTA and Tenant. Each individual executing this Lease on behalf of MTA or Tenant represents and warrants to the other party that he or she is authorized to do so.

19.17 No Recording. The parties expressly agree that neither this Lease nor any memorandum hereof shall be recorded in the office of the county recorder for the county in which the Premises are located or elsewhere.

19.18 Notices. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by one party to the other shall be deemed to be complied with when and if the following steps are taken:

(a) All Rent and other payments required to be made hereunder shall be payable to the applicable party hereto as follows: to MTA at the address set forth in Item 9 of the Basic Lease Provisions, and to Tenant at the address set forth in Item 10 of the Basic Lease Provisions, or at such other addresses as the parties may have hereafter specified by written notice. All obligations to pay Rent and/or any other amounts under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by the respective party.

(b) Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt or first attempted delivery to the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows: if to MTA, then at the address specified in Item 9 of the Basic Lease Provisions; if to Tenant, then at

the address specified in Item 10 of the Basic Lease Provisions; or at such other address (but no more than one (1) address at a time) as the recipient may theretofore have specified by written notice.

19.19 Water, Oil and Mineral Rights. MTA reserves all right, title or interest in water, oil, gas or other hydrocarbons, other mineral rights and air and development rights, together with the sole and exclusive right of MTA to sell, lease, assign or otherwise transfer the same, but without any right of MTA or any such transferee to enter upon the Premises during the Term except as otherwise provided herein.

19.20 Broker's Fees. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the brokerage firm specified in Item 11 of the Basic Lease Provisions, if any, and Tenant agrees to indemnify and hold MTA harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

19.21 Nondiscrimination. Tenant certifies and agrees that all persons employed by Tenant and its affiliates, subsidiaries, and holding companies are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

19.22 Holding Over. In the event that Tenant shall not immediately surrender the Premises to MTA on the expiration date of the Term or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and provisions of this Lease, except the monthly Rent shall be twice the monthly Rent in effect during the last month of the Term. If Tenant shall hold over after the expiration date of the Term or earlier termination of this Lease, and MTA shall desire to regain possession of the Premises, then MTA may forthwith re-enter and take possession of the Premises without process or by any legal process in force in the State of California. Tenant shall indemnify MTA against all liabilities and damages sustained by MTA by reason of such holding over.

19.23 Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and obligation of MTA, its successors and assigns, to use the MTA Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto MTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the MTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the MTA Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by MTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

19.24 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT, made as of this 14th day of March 2016, between the Los Angeles County Metropolitan Transportation Authority, a public agency existing under the authority of the laws of the State of California, hereinafter referred to as "LACMTA", and the City of Bellflower, a public corporation, hereinafter referred to as "Tenant".

RECITALS:

LACMTA and Tenant are now parties to a contract dated February 21, 2006, LACMTA's Contract No. RWSA000651, together with any and all modifications, supplements and amendments thereto, being hereinafter referred to as "Original Contract", for use of the old Pacific Electric Station buildings located on LACMTA's West Santa Ana Branch at 16336 Bellflower Blvd., City of Bellflower, County of Los Angeles, as a site for holding community events.

The parties desire to modify the Original Contract as hereinafter provided.

AGREEMENT:

It is mutually agreed that, retroactive to October 1, 2008, the Original Contract is hereby changed to read, as follows:

I. Item 4, Term, is DELETED in its entirety, and is REPLACED as follows:

The term of this lease shall be on a month-to-month basis until terminated by either party by delivering one hundred eighty (180) days' prior written notice, as provided in Section 1.2.

Except as specifically amended by this "Amendment Agreement" (effective October 1, 2008), all other provisions of the Original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement in duplicate as of the day and year first above written.

LACMTA:

Los Angeles County Metropolitan Transportation Authority

By: M. Guerrero-Garcia
Name: Maria Guerrero-Garcia
Title: Sr. Real Estate Officer

TENANT:

City of Bellflower

By: [Signature]
Name: Jeffrey L. Stewart
Title: City Manager

APPENDIX C: SECTION 6(F) OF LAND AND WATER CONSERVATION FUND PROJECT LIST

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2018/19	Los Angeles	City of Long Beach	06-01828	Davenport Park Phase II	Construct a new multiuse sports field and shaded outdoor seating area and install exercise equipment with signage in Davenport Park in the City of Long Beach.	\$2,016,000	2910 East 55th Wy	Long Beach	90805
2017/18	Los Angeles	City of Rosemead	06-01818	Garvey Dog Park	Construct a new dog park with dual entrance rough iron perimeter fencing, landscaping, irrigation, and drinking fountains in Garvey Park in the City of Rosemead.	\$290,375	7933 Emerson Pl	Rosemead	91770
2017/18	Los Angeles	City of South Gate	06-01817	Urban Orchard Park	Create the new Urban Orchard Park in the City of South Gate. Construct a new playground, walking path and bikeway, exercise equipment, community garden, and restrooms.	\$3,000,000	9475 West Frontage Rd	South Gate	90280
2015/16	Los Angeles	City of Los Angeles	06-01809	Lincoln Park Pool and Bathhouse Replacement	Construct a new lap pool, deck, children's water play area, bathhouse, equipment and chemical building, pool perimeter fencing, retaining wall, bio-filtration swale and install new landscaping and irrigation system in the City of Los Angeles.	\$1,792,850	3501 Valley Blvd	Los Angeles	90031
2015/16	Los Angeles	Department of Parks and Recreation	06-01776	Arroyo Sequit Steelhead Barrier Removal Project	A development project to remove two instream barriers within Arroyo Sequit Creek and add two free-span bridges at Upper and Lower Arizona Crossings.	\$400,000	3500 Pacific Coast Hwy	Malibu	90265
2015/16	Los Angeles	City of Los Angeles	06-01783	Runyon Canyon Acquisition	Acquire approximately 3.81 acres to expand Runyon Canyon Park in the City of Los Angeles.	\$1,500,000	2450 Solar Dr	Los Angeles	90046
2015/16	Los Angeles	City of Long Beach	06-01782	Pacific Electric Right-of-Way Greenbelt	Create the new Pacific Electric Right-of-Way Greenbelt Park in the City of Long Beach. Construct bicycle/pedestrian trail, trailheads, picnic area and landscaping.	\$450,000	Park Ave/4th St to Ximeno Ave	Long Beach	90804

Appendix C: Section 6(f) of Land and Water Conservation Fund Project List

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2015/16	Los Angeles	City of Huntington Park	06-01784	Salt Lake Park Splash Pad	Construct a new splash pad (water to be reused for park's irrigation) at Salt Lake Park in the City of Huntington Park.	\$325,000	3401 E. Florence Ave	Huntington Park	90255
2014/15	Los Angeles	City of Pico Rivera	06-01748A	Pico Park Renovation and Enhancement Project	Develop Pico Park by constructing a new jogging track, exercise stations, picnic shelter and related amenities.	\$172,029	9528 Beverly Blvd	Pico Rivera	90660
2014/15	Los Angeles	Department of Parks and Recreation	06-01789	Baldwin Hills Scenic Overlook - Hetzler Trail	A project to construct a new paved trail and retaining wall along an approximate 1,500 foot stretch between Hetzler Road and Culver City Park Trail spur, leading up to Baldwin Hills Scenic Overlook main entry.	\$160,000	6300 Hetzler Rd	Culver City	90232
2014/15	Los Angeles	City of Diamond Bar	06-01762	Pantera Park Trail Access Development	Create a new trail at Pantera Park in the City of Diamond Bar.	\$116,497	738 Pantera Dr	Diamond Bar	91765
2014/15	Los Angeles	City of Palmdale	06-01763	Yellen Park Creation Project	Create the new Yellen Park in the City of Palmdale. Construct a new multipurpose field with lighting, adventure-themed playground, picnic areas, pathways and bikeways, restroom, site landscaping and irrigation, and parking lot.	\$1,969,625	Avenue S and Hillcrest Dr	Palmdale	93550
2014/15	Los Angeles	City of Baldwin Park	06-01785	Walnut Creek Nature Park Improvements	Renovate an observation structure, restrooms, trail, bridge, and parking lot, and add a bioswale, picnic tables, landscaping, interpretive signage, and lighting at Walnut Creek Nature Park in the City of Baldwin Park.	\$480,000	701 Frazier St	Baldwin Park	91706
2013/14	Los Angeles	City of Burbank	06-01735	Johnny Carson Park Trails & Nature Ed. Project Dev	Develop Johnny Carson Park by constructing an approximate 0.5-mile-long decomposed granite loop trail, secondary trails, bridge ADA access and installing educational signage.	\$265,075	400 Bob Hope Dr	Burbank	91505

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2012/13	Los Angeles	City of Baldwin Park	06-01749	Barnes Park Fitness Zone Project	Develop Barnes Park by constructing a new outdoor fitness zone with shade structure and walking trail markers.	\$56,636	3251 Patriti Ave	Baldwin Park	91706
2012/13	Los Angeles	City of Pico Rivera	06-01748	Pico Park Renovation and Enhancement Project	Develop Pico Park by constructing a new jogging track, exercise stations, picnic shelter and related amenities.	\$27,971	9528 Beverly Blvd	Pico Rivera	90660
2011/12	Los Angeles	City of Diamond Bar	06-01734	Grand View Trail Link	Develop approximately 2,488 feet of the Grand View Trail Link at Summitridge Park in the City of Diamond Bar by constructing a hard pan trail, landscape tie steps with lodge pole fencing in one area to mitigate slope, a foot bridge, and installing benches and signage.	\$89,608	1425 Summitridge Dr	Diamond Bar	91765
2010/11	Los Angeles	City of Diamond Bar	06-01716	Grand View Trail (aka Summitridge Park Southern Trail)	Develop Summitridge Park in the City of Diamond Bar by constructing approximately 1,216 feet of decomposed granite trail, fencing, benches, shade structures, trash cans, and signage.	\$121,220	1425 Summitridge Dr	Diamond Bar	91765
2010/11	Los Angeles	City of Rancho Palos Verdes	06-01719	Abalone Cove Shoreline Park Improvement Project	Develop Abalone Cove Shoreline Park by constructing decomposed granite trails with trailhead and viewing station, picnic areas including group picnic facilities, shade structures/ outdoor classroom area, play area consisting of organic maze, and support facilities.	\$310,830	5970 Palos Verdes Dr South	Rancho Palos Verdes	90275
2010/11	Los Angeles	City of Long Beach	06-01554A	Seaside Park Development	Development of trails, picnic areas, sports field, turf area, play equipment, game courts, landscaping, irrigation, and related support facilities.	\$194,901	1401 Chestnut Ave	Long Beach	90813

Appendix C: Section 6(f) of Land and Water Conservation Fund Project List

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2010/11	Los Angeles	City of Long Beach	06-01554A	Seaside Park Development	Development of trails, picnic areas, sports field, turf area, play equipment, game courts, landscaping, irrigation, and related support facilities.	\$194,901	1401 Chestnut Ave	Long Beach	90813
2009/10	Los Angeles	County of Los Angeles	06-01669	Cold Creek High Trail	The County of Los Angeles, Parks will acquire approx. 10 acres in the County of Los Angeles near the City of Calabasas. All reimbursement requests must be accompanied by a billing progress report. NPS approval of the progress report must be obtained prior to any SMARTLINK drawdown of funds. Reimbursement of funds under this agreement will not be allowed until National Park Service has received certification from the state that the fair market value of property acquired, or to be acquired, has been determined by an appraisal prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.	\$136,097	NULL	Calabasas	91302
2006/07	Los Angeles	City of Maywood	06-01651	Maywood Aquatic Center Development	A development project in the City of Maywood to construct a swimming pool and support facilities.	\$12,783	4801 East 58th St	Maywood	90270
2006/07	Los Angeles	City of Sierra Madre	06-01648	Milton & Harriet Goldberg Recreation Development	A development project in the City of Sierra Madre to construct a native botanical pocket park.	\$55,597	171 S. Sunnyside Ave	Sierra Madre	91024
2006/07	Los Angeles	City of Covina	06-01656	Heritage Plaza	The City of Covina will develop Civic Center Park by constructing an amphitheater, picnic area, playground/tot lot and related support facilities.	\$63,000	400 North Citrus Ave	Covina	91723
2005/06	Los Angeles	City of Diamond Bar	06-01620	Sycamore Canyon Park Trail Development	The City of Diamond Bar will develop Sycamore Canyon by constructing a trail with related support facilities.	\$136,000	22930 Golden Springs Dr	Diamond Bar	91765

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2004/05	Los Angeles	City of Artesia	06-01564	A. J. Padelford Park Acquisition	Acquisition of approximately .06 acres (2,675 sq ft, APN # 7011-020-003) for an addition to an existing park.	\$181,456	16912 Clarkdale Ave	Artesia	90701
2004/05	Los Angeles	City of El Monte	06-01588	Rio Hondo River Park Development	The City of El Monte will develop Rio Hondo River Park by constructing a hiking/biking trail, picnic areas, natural area, and support facilities.	\$224,000	4275 Ranger Ave	El Monte	91732
2004/05	Los Angeles	City of Culver City	06-01592	Culver West Park Development	The City of Culver City will develop Culver West Park by constructing a trail, picnic area, open space for field sports and support facilities.	\$123,000	4162 Wade Ave	Los Angeles	90066
2004/05	Los Angeles	City of La Cañada Flintridge	06-01602	Flint Canyon Development	The City of La Cañada Flintridge will develop a hiking/horse/bicycle trail and support facilities at Flint Canyon Trail.	\$125,000	4157 Hampstead Rd	La Cañada Flintridge	91011
2003/04	Los Angeles	City of Long Beach	06-01554	Seaside Park Development	Development of trails, picnic areas, sports field, turf area, play equipment, game courts, landscaping, irrigation, and related support facilities.	\$23,704	1401 Chestnut Ave	Long Beach	90813
2003/04	Los Angeles	City of Long Beach	06-01554	Seaside Park Development	Development of trails, picnic areas, sports field, turf area, play equipment, game courts, landscaping, irrigation, and related support facilities.	\$23,704	1401 Chestnut Ave	Long Beach	90813
2003/04	Los Angeles	City of Culver City	06-01558	Municipal Pool Development	Development of a pool locker room and related support facilities.	\$405,960	4175 Overland Ave	Culver City	90230
2003/04	Los Angeles	County of Los Angeles	06-01552	Pamela Park Development	A development project to repair picnic facilities, shade structures, install new barbecues, picnic tables and related support facilities.	\$76,334	2236 Goodall Ave	Duarte	91010

Appendix C: Section 6(f) of Land and Water Conservation Fund Project List

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2003/04	Los Angeles	County of Los Angeles	06-01560	Bassett Park Development	Development of picnic facilities, shade structure, drinking fountains, trees, barbecues, tables, and related support facilities.	\$158,624	510 North Vineland Ave	La Puente	91746
2002/03	Los Angeles	City of Culver City	06-01484	Carlson Park Development	Develop picnic shelter, stone barbeques, restroom facilities and park benches.	\$119,923	10400 Braddock Dr	Culver City	90232
2002/03	Los Angeles	City of West Covina	06-01473	Galster Park Development	Develop camping facilities, picnic areas, trails, and support facilities.	\$255,073	1620 Aroma Ave	West Covina	NULL
2002/03	Los Angeles	City of Diamond Bar	06-01485	Sycamore Canyon Trail Development	Rehabilitate lower trail and install view deck with ADA access; install new upper trailhead/parking/trail connector.	\$118,903	22930 Golden Springs Dr	Diamond Bar	91765
2002/03	Los Angeles	City of Culver City	06-01531	Culver City Park Development	Development of a skatepark and support facilities.	\$204,000	9800 Jefferson Blvd	Culver City	90232
2002/03	Los Angeles	City of Duarte	06-01524	Lena Valenzuela Park (Mountain Ave. Park)	Development of a picnic area, playground, walkways, turf, and support facilities.	\$153,000	2120 Mountain Ave	Duarte	91010
2002/03	Los Angeles	City of Covina	06-01517	Covina Park Development	Development to include improvements to the bandshell, lighting, seating, picnic area and support facilities.	\$112,200	301 South 4th Ave	Covina	91723
2002/03	Los Angeles	City of La Cañada Flintridge	06-01520	Mayors' Discovery Park Development	Development of play areas, landscaping, picnic area, trail, turf, restroom/ concession building and support facilities.	\$291,720	1800 Foothill Blvd	La Cañada Flintridge	91011
2002/03	Los Angeles	City of Covina	06-01489	Covina Park Development	Replace roller hockey rink surface, provide seating area, vandal-resistant shade roof, renovate snack bar and restrooms.	\$51,072	301 South 4th Ave	Covina	NULL
2002/03	Los Angeles	City of Los Angeles	06-01469	Griffith Recreation Center Development	Develop an artificial sports turf field at Griffith Recreation Center Park.	\$389,614	3401 Riverside Dr	Los Angeles	90027
2002/03	Los Angeles	City of Long Beach	06-01474	Cesar Chavez Park Development	Development of an outdoor public amphitheater in Cesar Chavez Park.	\$251,086	401 Golden Ave	Long Beach	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
2001/02	Los Angeles	City of Signal Hill	06-01439	Southeast Neighborhood Park	Construct 0.33 acres of SE Neighborhood Park in City of Signal Hill including turf area, playground, benches, support facilities, trash receptacles, create shade and accessibility for adjacent rehabilitation center.	\$137,700	1881 Raymond Ave	Signal Hill	NULL
2001/02	Los Angeles	City of Redondo Beach	06-01422	Gregg Parkette Development	Development of new sports and play fields by installing new play equipment and play area resurfacing, new turf, landscaping and irrigation, new concrete and walkways, ADA standards with new gate, signage, park furniture and drinking fountain at Gregg Parkette in Redondo Beach, CA.	\$88,345	1913 Pullman Ln	Redondo Beach	NULL
2001/02	Los Angeles	City of Culver City	06-01441	Tellefson Park Development	Replacing decaying picnic shelter, restroom facilities, adding a children's play area and increasing the turf play area through park redesign at Tellefson Park in Culver City, CA.	\$178,500	3998 Bentley Ave	Culver City	NULL
2001/02	Los Angeles	City of Lancaster	06-01481	Study Pavilion	Development of a Nature Study Pavilion, wind wall, walkways, amphitheater, and support facilities at the Prime Desert Woodland Preserve.	\$153,073	43201 N 35th St West	Lancaster	93536
2001/02	Los Angeles	City of Calabasas	06-01470	Headwater Corners Acquisition	Acquisition of approximately 2.16 acres.	\$382,573	3815 Old Topanga Canyon	Malibu	NULL
2000/01	Los Angeles	City of Long Beach	06-01432	Parkland for Kids at Risk	Acquisition of approximately 1.25 acres of portion of privately owned former Pacific Electric Right-of-Way railroad land to provide Long Beach neighborhood park in City of Long Beach, CA.	\$306,000	730 West Third St	Long Beach	90815
1999/00	Los Angeles	City of Signal Hill	06-01405	Signal Hill Park Development	Development of picnic areas.	\$49,971	2175 Cherry Ave	Signal Hill	NULL

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Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1999/00	Los Angeles	City of Redondo Beach	06-01408	Huntington Parkette Development	Development of sports and play fields and support facilities. Note: project is for pocket park	\$66,052	1815 Huntington Ln	Redondo Beach	NULL
1999/00	Los Angeles	County of Los Angeles	06-01409	Secret Valley Acquisition	Acquisition of 40 acres.	\$254,750	3681 Old Topanga Canyon Blvd	Calabasas	NULL
1999/00	Los Angeles	County of Los Angeles	06-01411	Santa Fe Dam Recreation Area	Development of support facilities.	\$72,110	15501 East Arrow Hwy	Irwindale	91706
1994/95	Los Angeles	City of San Fernando	06-01380	Pioneer Park Development	Development of play area and picnic facilities.	\$44,704	828 Harding St	San Fernando	NULL
1994/95	Los Angeles	City of Alhambra	06-01381	Almansor Park Trail Development	Rehabilitation of existing trail system.	\$50,013	800 South Almansor St	Alhambra	NULL
1994/95	Los Angeles	City of Long Beach	06-01384	El Dorado Regional Park	Renovation of park to provide 10 group campsite and a group picnic shelter.	\$119,927	2800 Studebaker Rd	Long Beach	NULL
1993/94	Los Angeles	City of San Fernando	06-01354	Las Palmas Park Development	Development of group picnic area.	\$60,960	505 South Huntington St	San Fernando	NULL
1993/94	Los Angeles	County of Los Angeles	06-01357	Alondra Park	Development of picnic areas.	\$45,822	3850 W. Manhattan Beach Blvd	Lawndale	NULL
1993/94	Los Angeles	County of Los Angeles	06-01358	La Mirada Recreation Area	Development of picnic areas.	\$60,960	15501 East Alicante Rd	La Mirada	NULL
1993/94	Los Angeles	County of Los Angeles	06-01359	Veteran's Park	Development of picnic areas.	\$50,731	13000 Sayer St	Sylmar	NULL
1993/94	Los Angeles	City of Los Angeles	06-01367	Sycamore Grove Park Development	Rehabilitate picnic area, walks, bandstand, and open turf areas.	\$127,000	4702 North Figueroa	Los Angeles	90042
1992/93	Los Angeles	City of Los Angeles	06-01348	Hollenbeck Park	Rehab of existing older park; including turf area, landscaping, and irrigation.	\$73,508	415 South Saint Louis St	Los Angeles	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1992/93	Los Angeles	City of Culver City	06-01342	Culver City Park Nature Trail	Rehabilitate informal trail into a HC accessible nature trail with signage, fencing, landscaping, irrigation, and amenities.	\$46,683	9800 Jefferson Blvd	Culver City	NULL
1992/93	Los Angeles	County of Los Angeles	06-01347	Victoria Park	Construct new picnic area and rehabilitate existing picnic areas. Add overhead shelters, drinking fountains, barbeques, tables.	\$49,476	419 East 192nd St	Carson	90746
1991/92	Los Angeles	City of Los Angeles	06-01318	Runyon Canyon	Turf areas, landscaping, irrigation, and trail improvements.	\$106,500	200 North Fuller Ave	Los Angeles	90046
1991/92	Los Angeles	City of Glendale	06-01317	Palmer Park Picnic Area	Replace group and family picnic facilities.	\$53,250	610 East Palmer Ave	Glendale	NULL
1991/92	Los Angeles	County of Los Angeles	06-01320	Eaton Canyon Park	Picnic/camping area improvements, including access trail and outdoor interpretive area.	\$53,250	1750 North Altadena Dr	Pasadena	91107
1991/92	Los Angeles	City of Alhambra	06-01321	Alhambra Park	Renovate bandshell and replace wood floor; add electricity.	\$5,922	500 N. Palm Ave	Alhambra	NULL
1990/91	Los Angeles	County of Los Angeles	06-01309	Whittier Narrows Recreation Area Development	Renovate 3 group picnic structures and 125 picnic tables.	\$54,181	750 Santa Anita Ave	South El Monte	NULL
1990/91	Los Angeles	County of Los Angeles	06-01307	El Cariso Park Development	Picnic area improvements include refurbish/replace picnic tables, shelters, barbeques, drinking fountains, outdoor kitchens, hardcourt, signs.	\$26,625	13100 Hubbard St	Sylmar	91342
1990/91	Los Angeles	County of Los Angeles	06-01308	Cerritos Park Development	Picnic shelter, barbeques, drinking fountain, serving facility.	\$26,625	19700 South Bloomfield Ave	Cerritos	NULL
1990/91	Los Angeles	City of Lakewood	06-01310	Mayfair Park Development	Renovate large picnic facility with walks and associated amenities.	\$53,250	5720 Clark Ln	Lakewood	NULL

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1989/90	Los Angeles	City of Alhambra	06-01282	Almansor Park Development	Picnic pavilion and bird observation area and support facilities.	\$52,350	800 S. Almansor Ave	Alhambra	NULL
1989/89	Los Angeles	City of Los Angeles	06-01278	Elysian Park (Angels Point)	Viewpoint development: grading, irrigation, support facilities, picnic facilities, pathways, landscaping	\$104,700	929 Academy Rd	Los Angeles	90012
1988/89	Los Angeles	City of Long Beach	06-01267	El Dorado Park Development	Develop group picnic area.	\$26,125	2800 Studebaker Rd	Long Beach	NULL
1988/89	Los Angeles	City of Pico Rivera	06-01265	Streamland Park Development	Develop open space turf area and picnic areas.	\$130,625	3600 Durfee Ave	Pico Rivera	NULL
1987/88	Los Angeles	County of Los Angeles	06-01248	Whittier Narrows Dam Development	Rehab Nature Center, picnic, patio, seating, interpretive displays, walkways.	\$77,400	750 Santa Anita Ave	South El Monte	NULL
1987/88	Los Angeles	County of Los Angeles	06-01251	Col. Leon H. Washington Park Dev	Picnic facilities	\$5,099	8908 South Maie Ave	Los Angeles	90002
1987/88	Los Angeles	County of Los Angeles	06-01252	Roosevelt Park Development	Picnic facilities	\$5,099	7600 Graham Ave	Los Angeles	90001
1986/87	Los Angeles	City of Carson	06-01209	Veteran's Park Development	Development of 12-acre park including picnic areas, sports and play fields, trails, and support facilities.	\$231,853	22400 Moneta Ave	Carson	90745
1986/87	Los Angeles	City of Los Angeles	06-01212	Echo Park North Lake Development	Picnic areas, lighting, irrigation.	\$105,062	1632 Bellevue Ave	Los Angeles	NULL
1986/87	Los Angeles	City of Los Angeles	06-01213	Elysian Park Broadway Area Development	Picnic areas.	\$102,500	929 Academy Rd	Los Angeles	NULL
1986/87	Los Angeles	City of West Hollywood	06-01214	William S Hart Park Development	Develop picnic areas, landscaping, irrigation, lighting, memorial and sport facilities.	\$78,669	8341 De Longpre Ave	West Hollywood	90069
1985/86	Los Angeles	City of Glendale	06-01158	San Gabriel Mountains Acquisition	Acquisition of open space.	\$132,663	5142 Dunsmore Ave	Glendale	NULL

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1985/86	Los Angeles	City of Los Angeles	06-01161	Oakwood Recreation Center Development	Rehabilitate baseball field, lights, resurfaced basketball courts, children's play area.	\$192,523	767 California Ave	Venice	90291
1985/86	Los Angeles	City of Long Beach	06-01163	Scherer Park Development	Picnic areas, walks, irrigation, fencing, landscaping.	\$204,260	4600 Long Beach Blvd.	Long Beach	90805
1985/86	Los Angeles	County of Los Angeles	06-01165	Ladera Park Development	Irrigation system.	\$73,546	6027 Ladera Park Ave	Los Angeles	90056
1985/86	Los Angeles	City of Bellflower	06-01170	Simms Park Development	Picnic areas, sports & play fields.	\$28,086	16614 South Clark Ave	Bellflower	90706
1985/86	Los Angeles	City of Bellflower	06-01172	Thompson Park Development	Picnic areas, sports & play fields.	\$45,959	14001 South Bellflower Blvd	Bellflower	90706
1984/85	Los Angeles	City of Los Angeles	06-01119	Griffith Park Development	Picnic area, turf, irrigation, landscaping, demolition of old zoo facilities.	\$254,000	3401 Riverside Dr	Los Angeles	NULL
1984/85	Los Angeles	City of Los Angeles	06-01120	Manchester Park Development	Upgrade existing lighting, tennis court resurfacing, and support facilities.	\$139,700	8800 South Hoover St	Los Angeles	NULL
1984/85	Los Angeles	City of Los Angeles	06-01121	Gilbert Lindsay Park Development	Turf and landscaping, irrigation improvements, sports and play fields and support facilities.	\$101,600	249 East 42nd Pl	Los Angeles	NULL
1984/85	Los Angeles	City of Long Beach	06-01122	Veteran's Park Rehab Development	Play area, volleyball court, paths, landscaping and irrigation, spray pool, picnic areas and ballfield backstop.	\$225,176	101 East 28th St	Long Beach	NULL
1984/85	Los Angeles	City of Paramount	06-01123	Paramount City Park Development	Walks, signage, horseshoe pits, landscaping, field lighting, irrigation, turf, and ballfield.	\$177,000	14400 Paramount Blvd	Paramount	90723
1984/85	Los Angeles	City of South Gate	06-01126	South Gate Park Development	Support facilities.	\$266,548	9520 Hildreth Ave	South Gate	90280
1984/85	Los Angeles	City of Culver City	06-01055	Culver City Park Development	Ball field with restroom, landscaping, and support facilities.	\$152,400	9800 Jefferson Blvd	Culver City	NULL

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1983/84	Los Angeles	City of Los Angeles	06-01049	Ardmore Park Development	Grading, irrigation, turf, landscaping, ballfield improvements, play area, picnic areas, and support facilities.	\$56,210	3250 San Marino St	Los Angeles	NULL
1983/84	Los Angeles	City of Los Angeles	06-01050	South Park Development	Irrigation, picnic area, bandshell refurbishment, baseball diamond re-grading, backstops, fencing and lighting.	\$210,862	345 East 51st St	Los Angeles	NULL
1983/84	Los Angeles	City of Los Angeles	06-01051	Griffith Park Development	Large group picnic area with support facilities including landscaping, irrigation, and turf.	\$141,759	3401 Riverside Dr	Los Angeles	NULL
1983/84	Los Angeles	County of Los Angeles	06-01052	Topanga State Beach Development	Development of restroom, lifeguard tower, and parking lot paving.	\$114,808	NULL	Long Beach	NULL
1983/84	Los Angeles	County of Los Angeles	06-01053	Jesse Owens Park Development	Walks, irrigation, turf, play area, and tennis courts.	\$101,600	9637 South Western Ave	Los Angeles	90047
1983/84	Los Angeles	County of Los Angeles	06-01054	Obregon Park Development	Renovation of ballfields, lighting and play area.	\$50,498	4021 East First St	Los Angeles	NULL
1982/83	Los Angeles	City of Long Beach	06-00972	King Park Pool Development	Swimming facilities.	\$151,200	1950 Lemon Ave	Long Beach	NULL
1982/83	Los Angeles	Wildlife Conservation Board	06-00974	Redondo Beach Fishing Pier	Fishing promenade.	\$150,508	100 Fisherman's Wharf	Redondo Beach	90277
1982/83	Los Angeles	City of Lancaster	06-00990	Lancaster City Park Development	Picnic area, shelter, restrooms.	\$78,624	43063 N. 10th St West	Lancaster	NULL
1982/83	Los Angeles	City of Maywood	06-00991	Maywood Park Tennis Courts Development	Lighted tennis court, irrigation, and turf.	\$29,150	4801 East 58th St	Maywood	NULL
1982/83	Los Angeles	County of Los Angeles	06-00992	Earvin (magic) Johnson Park	Landscaping, irrigation, and walkways.	\$98,314	905 East El Segundo	Los Angeles	NULL
1982/83	Los Angeles	County of Los Angeles	06-00993	Belvedere Park Pool Development	Swimming pool facilities.	\$98,314	4914 E Cesar E Chavez Ave	Los Angeles	90022

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1982/83	Los Angeles	City of Los Angeles	06-00994	Macarthur Park Development	Development of picnic areas, irrigation, turf, tot lot, drainage, and landscaping.	\$126,000	2230 West 6th St	Los Angeles	NULL
1982/83	Los Angeles	City of Los Angeles	06-00995	Elysian Park Development	Group picnic area and game courts, lighting, landscaping.	\$126,000	929 Academy Road	Los Angeles	NULL
1982/83	Los Angeles	City of South Gate	06-00996	South Gate Recreation Park Development	Irrigation system.	\$50,400	9520 Hildreth Ave	South Gate	NULL
1982/83	Los Angeles	City of Monterey Park	06-00997	Garvey Ranch Park Development	Development of picnic areas, ballfields, and support facilities.	\$286,151	781 South Orange Ave	Monterey Park	NULL
1982/83	Los Angeles	City of Alhambra	06-00998	Emery Park Development	Picnic areas, play area, restroom, irrigation, landscaping, turf, parking, and lighting.	\$100,800	2709 Mimosa St	Alhambra	NULL
1982/83	Los Angeles	City of Santa Monica	06-00999	Lincoln Park Tot Lot Development	Tot lot renovation with support facilities and fencing.	\$14,879	1133 7th St	Santa Monica	NULL
1982/83	Los Angeles	City of Gardena	06-01029	South Gardena Park Development	Park development: soccer field, restroom rehab, senior par course, shuffleboard and horseshoe area, landscaping, moveable backstop.	\$110,000	1200 West 170th St	Gardena	NULL
1981/82	Los Angeles	County of Los Angeles	06-00961	Earvin (Magic) Johnson Park	Development of sports and playfields and support facilities, including landscaping, turf, irrigation, 2 restrooms, and utilities.	\$121,440	905 East El Segundo	Los Angeles	NULL
1981/82	Los Angeles	County of Los Angeles	06-00964	Kenneth Hahn Regional Park	Trails, lake improvements, restrooms.	\$1,030,550	4100 S La Cienega Blvd	Los Angeles	90056
1980/81	Los Angeles	City of Los Angeles	06-00922	John Quimby Park	Development of picnic areas, tot lot, irrigation, turf, landscaping, lighting, and game court.	\$202,400	7008 Desoto Ave	Los Angeles	NULL
1980/81	Los Angeles	City of Long Beach	06-00926	Downtown Shoreline Park Development	Campgrounds, picnic areas, sports & playfields, swimming facilities, boating, fishing.	\$2,024,000	1 Aquarium Way	Long Beach	90802

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1980/81	Los Angeles	City of Inglewood	06-00928	Centinela Park Development	Irrigation, fencing, security lights, picnic areas, restrooms.	\$50,600	700 Warren Ln	Inglewood	NULL
1980/81	Los Angeles	City of Torrance	06-00929	Charles H Wilson Park Development	Outdoor pavilion, small stage, game courts, restroom with office, picnic areas, parking, tot lot.	\$394,680	2200 Crenshaw Blvd	Torrance	NULL
1980/81	Los Angeles	City of Lomita	06-00931	Lomita Recreation Center Expan	Sports & play fields including turf irrigation, fencing, parking lot, security lights.	\$126,116	24428 Eshelman Ave	Lomita	NULL
1980/81	Los Angeles	City of Carson	06-00934	Stevenson Park Development	Picnic areas, ballfield, basketball court, tennis courts and tot lot with support facilities including parking.	\$396,765	17400 Lysander Dr	Carson	NULL
1980/81	Los Angeles	City of Los Angeles	06-00936	Hermon Ave Recreation Center Development	Tennis courts with fencing, irrigation, turf, landscaping.	\$151,800	5566 Via Marisol	Los Angeles	NULL
1980/81	Los Angeles	County of Los Angeles	06-00937	Countrywood County Park Development	Multipurpose ballfield, picnic areas, restrooms.	\$217,557	16817 East Copper Hill Rd	Hacienda Heights	NULL
1980/81	Los Angeles	County of Los Angeles	06-00954	Castaic Lake SRA Development	Parking lots, roads, walkways.	\$200,000	31320 North Castaic Rd	Castaic	NULL
1979/80	Los Angeles	City of Huntington Park	06-00809	Westside Park Acquisition	3.86 acres acquired for community park.	\$595,044	6208 Alameda St	Huntington Park	90255
1979/80	Los Angeles	City of Redondo Beach	06-00810	Glenn M Anderson Park Development	Picnic areas, sports & playfields, swimming, restrooms.	\$418,144	2200 Farrell Ave	Redondo Beach	NULL
1979/80	Los Angeles	City of Los Angeles	06-00831	Paxton Recreation Center Development	Sports & play fields, tennis courts, tot lot.	\$152,400	10731 Laurel Canyon Blvd	Los Angeles	NULL
1979/80	Los Angeles	City of Los Angeles	06-00832	Green Meadows Recreation Center	Sports & play fields, picnic area, parking, restrooms.	\$231,014	413 East 89th St	Los Angeles	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1979/80	Los Angeles	City of Los Angeles	06-00833	Fresno Recreation Center Development	Picnic areas, sports and play fields, bleachers.	\$203,200	1016 South Fresno St	Los Angeles	NULL
1979/80	Los Angeles	City of West Hollywood	06-00834	Plummer Park Development	Rehabilitated tennis facilities. Sports & play fields.	\$176,309	7377 Santa Monica Blvd	West Hollywood	NULL
1979/80	Los Angeles	City of Maywood	06-00837	Maywood Pool Development	Swimming facilities.	\$35,509	4801 East 58th St	Maywood	NULL
1979/80	Los Angeles	City of Hermosa Beach	06-00850	Pier Avenue Community Center	Tennis, handball facility, sports and play fields.	\$131,572	1201 The Strand	Hermosa Beach	NULL
1979/80	Los Angeles	City of Glendale	06-00851	Open Space Acquisition-Comwith	357 acres acquired in Verdugo Mountains.	\$362,712	3901 Dunsmore Ave	Glendale	NULL
1979/80	Los Angeles	City of Pasadena	06-00886	Robinson Park Lighting	Restroom and lighting at existing ballfields.	\$127,000	363 East Villa St	Pasadena	NULL
1979/80	Los Angeles	Department of Parks and Recreation	06-00898	Antelope Valley Visitor Center Development	Interpretive facility, entry road, parking area.	\$293,438	15101 Lancaster Rd	Lancaster	NULL
1979/80	Los Angeles	City of Montebello	06-00867	Outdoor Improvements and Face	Three sites: Acuna - picnic area, trees; Grant Rea - Landscaping, basketball court, baseball diamond, shade structure, play area; Montebello City Park - baseball field, basketball court, play area.	\$111,144	660 Rea Dr	Montebello	NULL
1979/80	Los Angeles	City of Pasadena	06-00873	Brookside Park Area H Development	Restrooms	\$50,800	360 North Arroyo Ave	Pasadena	NULL
1979/80	Los Angeles	City of Cudahy	06-00882	Clara Street Park Development	Lighting, irrigation, and support facilities.	\$95,558	4835 Clara St	Cudahy	90201
1978/79	Los Angeles	City of Pico Rivera	06-00692	Smith Park Pool Development	Outdoor swimming facility, amphitheater.	\$510,980	6016 Rosemead Blvd	Pico Rivera	NULL

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1978/79	Los Angeles	Department of Water Resources	06-00785	Gorman Creek Acquisition	37.93 acres acquired for nature habitat.	\$92,214	1-5 Nr Hungry Valley Interchange	Gorman	93243
1978/79	Los Angeles	City of Rancho Palos Verdes	06-00792	Point Vicente Regional Park	Interpretive center, campgrounds, picnic areas, sports & playfields, trails.	\$675,538	31501 Palos Verdes Dr West	Rancho Palos Verdes	NULL
1978/79	Los Angeles	City of Lomita	06-00713	Lomita Recreation Center Development	1.6 acres acquired for park expansion; now parking and soccer fields.	\$289,560	24428 Eshelman Ave	Lomita	NULL
1978/79	Los Angeles	City of Lomita	06-00713	Lomita Recreation Center Development	1.6 acres acquired for park expansion; now parking and soccer fields.	\$289,560	24428 Eshelman Ave	Lomita	NULL
1978/79	Los Angeles	City of Glendale	06-00719	Open Space Acquisition	500 acres acquired in Verdugo Mountains.	\$355,600	Whiting Woods Rd	Glendale	NULL
1978/79	Los Angeles	Department of Parks and Recreation	06-00721	Pt. Dume State Beach Acquisition	3 parcels of 33 acres for beach access.	\$2,471,420	7200 Westward Beach Rd	Malibu	NULL
1978/79	Los Angeles	City of Torrance	06-00730	Chas Wilson Park	Sports and playfields, picnic areas, parking.	\$307,495	2200 Crenshaw Blvd	Torrance	NULL
1978/79	Los Angeles	City of Los Angeles	06-00731	Chevy Chase Park Development	Children's play area, handball courts, picnic areas, parking.	\$101,600	4165 Chevy Chase Dr	Los Angeles	90039
1978/79	Los Angeles	City of Los Angeles	06-00732	Glassell Pool Development	Swimming pool facilities, parking.	\$457,200	3704 Verdugo Rd	Los Angeles	NULL
1978/79	Los Angeles	County of Los Angeles	06-00733	Mt Lowe Park Development	Development of a 10-acre park including a ballfield, tennis courts, community garden, picnic areas and support facilities.	\$107,696	3330 Lincoln Ave	Altadena	NULL
1978/79	Los Angeles	City of Santa Monica	06-00734	Clover Park Development	Picnic areas, sports and playfields, trails, amphitheater	\$507,191	2600 Ocean Park Blvd	Santa Monica	NULL

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1978/79	Los Angeles	County of Los Angeles	06-00737	Walnut Creek Acquisition	Acquisition of a permanent easement for a trail totaling 3.68+/- acres.	\$35,369	1945 Scarborough Ln	San Dimas	91773
1978/79	Los Angeles	City of Sierra Madre	06-00738	Mount Wilson Trail Park Development	Picnic area, playground, nature trails, fencing.	\$22,098	181 E Mira Monte Ave	Sierra Madre	91024
1978/79	Los Angeles	City of Los Angeles	06-00740	Jim Gilliam Park Development	Picnic areas, sports and playfields, tennis courts.	\$642,882	4000 South La Brea Ave	Los Angeles	NULL
1978/79	Los Angeles	City of Los Angeles	06-00741	Mt. Carmel Park	Picnic facilities, sports and playfields.	\$250,833	830 West 70th St	Los Angeles	NULL
1978/79	Los Angeles	City of Monterey Park	06-00742	Bella Vista Park Development	Picnic area, sports and playfields at Bella Vista School grounds.	\$101,600	400 Pomona Blvd	Monterey Park	NULL
1978/79	Los Angeles	County of Los Angeles	06-00743	Belvedere Park Development	Restroom and parking lot.	\$197,969	4914 E Cesar E Chavez Ave	Los Angeles	90022
1978/79	Los Angeles	County of Los Angeles	06-00746	Friendship Regional Park Development	Picnic facilities, play equipment, restrooms.	\$752,094	2500 East Levelglen Dr	West Covina	NULL
1978/79	Los Angeles	County of Los Angeles	06-00762	Skyline Trail Development	6 miles of trail developed.	\$254,000	17250 Colima Rd	Rowland Heights	NULL
1977/78	Los Angeles	City of Pasadena	06-00638	McDonald Park Development	Play areas, picnic facilities, lighting, tot lot, restrooms, walks, fencing, irrigation, landscaping.	\$305,100	1000 Mountain Ave	Pasadena	NULL
1977/78	Los Angeles	Wildlife Conservation Board	06-00667	Peck Lake Development	Access road, parking, fish cleaning station, landscaping, restroom, walks and utilities.	\$154,424	5401 N. Peck Rd	Arcadia	91006
1977/78	Los Angeles	City of Los Angeles	06-00668	Angels Gate Park	Children's play area, picnic facilities, multipurpose hard court, turf, landscaping, irrigation, parking, trails.	\$84,982	3601 South Gaffey St	San Pedro	90731

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1977/78	Los Angeles	City of Rolling Hills Estates	06-00603	Ernie Howlett Park Development	Day camp area, amphitheater, picnic areas, restrooms, jogging trail, exercise stations, ballfields, equestrian trail, handball court.	\$632,167	25851 Hawthorne Blvd	Rolling Hills Estates	NULL
1977/78	Los Angeles	City of Lakewood	06-00604	San Gabriel River Acquisition	2 parcels totaling 7 acres with equestrian facilities acquired for public equestrian use.	\$251,762	4626 Shadeway Rd	Lakewood	NULL
1977/78	Los Angeles	City of Redondo Beach	06-00605	North Park Acquisition	4 parcels for park use.	\$154,330	2200 Farrell Ave	Redondo Beach	NULL
1977/78	Los Angeles	County of Los Angeles	06-00606	Charles White Park	Picnic, open play area, children's play area.	\$203,400	77 Mountain View St	Altadena	NULL
1977/78	Los Angeles	City of South El Monte	06-00608	Dean Shively Park Development	Baseball diamonds, basketball, volleyball courts, track, obstacle course, soccer/football field, picnic area, concessions.	\$168,415	1300 Lerma Rd	South El Monte	91733
1977/78	Los Angeles	City of Pasadena	06-00645	Brookside Park Development	Soccer and baseball fields, irrigation.	\$152,550	360 Arroyo Blvd	Pasadena	NULL
1977/78	Los Angeles	City of Carson	06-00655	Scott Park Development	Lighted tennis courts, lighting for ball fields, parking lot.	\$81,945	22310 Catskill Ave	Carson	NULL
1977/78	Los Angeles	City of Los Angeles	06-00658	Mt. Carmel Park	3 acres acquired for park development.	\$330,586	830 West 70th St	Los Angeles	90044
1977/78	Los Angeles	City of South Gate	06-00659	Hollydale Park Development	Equestrian arena, restroom, sports courts, parking, tot lot, walkways.	\$363,832	12221 Industrial Ave	South Gate	NULL
1977/78	Los Angeles	County of Los Angeles	06-00681	Earvin (Magic) Johnson Park	Lake, comfort station, parking lot, walkways, lighting, landscaping, irrigation, park entrance, signage, utilities.	\$711,700	905 East El Segundo Blvd	Los Angeles	NULL
1977/78	Los Angeles	City of Los Angeles	06-00688	Martin Luther King Jr. Park	3 acres acquired for neighborhood park.	\$509,890	3916 South Western Ave	Los Angeles	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1976/77	Los Angeles	County of Los Angeles	06-00520	Schabarum Regional Park	Administrative building, service yard & building, restrooms, picnic facilities, landscaping, irrigation, utilities, roads, parking, footbridges, signs, bridle paths, equestrian arenas, bridge & amphitheater.	\$1,342,370	17250 East Colima Rd	Rowland Heights	91748
1976/77	Los Angeles	County of Los Angeles	06-00521	Belvedere County Park Development	Lighted ballfield, soccer field, landscaping, and irrigation.	\$172,930	4914 E Cesar E Chavez Ave	Los Angeles	90022
1976/77	Los Angeles	City of Inglewood	06-00523	Centinela Park Development	Play equipment, baseball lighting, fencing, backstops, picnic tables.	\$61,020	700 Warren Ln	Inglewood	NULL
1976/77	Los Angeles	City of Culver City	06-00524	Veteran's Memorial Park Development	Two tennis courts, fence, and windbreak.	\$35,251	4117 Overland Ave	Culver City	NULL
1976/77	Los Angeles	Department of Water Resources	06-00531	California Aqueduct Bikeway Development	Construction of 1.5 miles of bikeway along California aqueduct across Big Rock Creek.	\$127,628	32030 Valyermo Rd	Palmdale	93553
1976/77	Los Angeles	Department of Parks and Recreation	06-00575	Puddingstone Development	Floating restroom, boarding floats, walkways, stairs, sidewalk and concrete wall.	\$71,977	120 Via Verde Park Rd	San Dimas	91773
1976/77	Los Angeles	Department of Parks and Recreation	06-00563	Castaic Lake Development	Campgrounds, picnic areas, swimming facilities, restrooms, roads, trails.	\$683,564	31320 North Castaic Rd	Castaic	NULL
1976/77	Los Angeles	City of Los Angeles	06-00565	Guardia Park (El Sereno Park Acq)	3.3 acres acquired for park. North has been developed with playfields. South is picnic area and basketball court and tot lot.	\$233,681	4410 Garden Homes Ave	Los Angeles	90032
1976/77	Los Angeles	City of Paramount	06-00569	Banana Park Development	Picnic facilities, parking, fencing, landscaping, sand boxes, bike paths.	\$227,940	6500 San Juan St	Paramount	90723
1975/76	Los Angeles	City of Glendale	06-00456	Scholl Canyon Park Development II	Eight lighted tennis courts.	\$111,210	3200 East Glenoaks Rd	Glendale	NULL

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1975/76	Los Angeles	Department of Parks and Recreation	06-00457	El Matador Beach Acquisition	19 acres of shoreline acquired for surfing, swimming, and beach access.	\$1,842,716	32700 Pacific Coast Hwy	Malibu	NULL
1975/76	Los Angeles	Department of Parks and Recreation	06-00464	Antelope Buttes	1700 acres acquired for poppy preserve.	\$556,257	15101 Lancaster Rd	Lancaster	93536
1975/76	Los Angeles	City of Long Beach	06-00465	Long Beach Community Gardens Development	Fencing, irrigation, water system, toolshed, restroom, benches.	\$5,055	7600B East Spring St	Long Beach	NULL
1975/76	Los Angeles	County of Los Angeles	06-00468	Los Angeles Co. Community Gardens Development	Gardens including fencing and irrigation at La Mirada, Bodger, John Anson Ford, White's Point, and William S. Hart Parks.	\$12,691	13701 Adelfa Dr	La Mirada	90638
1975/76	Los Angeles	County of Los Angeles	06-00468	Los Angeles Co. Community Gardens Development	Gardens including fencing and irrigation at La Mirada, Bodger, John Anson Ford, White's Point, and William S. Hart Parks.	\$12,691	13701 Adelfa Dr	La Mirada	90638
1975/76	Los Angeles	County of Los Angeles	06-00468	Los Angeles Co. Community Gardens Development	Gardens including fencing and irrigation at La Mirada, Bodger, John Anson Ford, White's Point, and William S. Hart Parks.	\$12,691	13701 Adelfa Dr	La Mirada	90638
1975/76	Los Angeles	County of Los Angeles	06-00468	Los Angeles Co. Community Gardens Development	Gardens including fencing and irrigation at La Mirada, Bodger, John Anson Ford, White's Point, and William S. Hart Parks.	\$12,691	13701 Adelfa Dr	La Mirada	90638
1975/76	Los Angeles	County of Los Angeles	06-00468	Los Angeles Co. Community Gardens Development	Gardens including fencing and irrigation at La Mirada, Bodger, John Anson Ford, White's Point, and William S. Hart Parks.	\$12,691	13701 Adelfa Dr	La Mirada	90638
1975/76	Los Angeles	County of Los Angeles	06-00472	Kenneth Hahn Regional Park	158 acres addition acquired for passive recreation. Located adjacent to west boundary Culver City.	\$1,775,873	4100 South La Cienega Blvd	Los Angeles	NULL

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1975/76	Los Angeles	City of Los Angeles	06-00473	Los Angeles Neighborhood Garden	Development of 16 neighborhood gardens (originally). Ten gardens still in operation.	\$29,592	Various	Los Angeles	NULL
1975/76	Los Angeles	City of Lakewood	06-00476	Lakewood Community Garden	200-plot recreation garden	\$6,296	6210 Candlewood St	Lakewood	NULL
1975/76	Los Angeles	City of Lawndale	06-00481	Dan McKenzie Community Gardens Development	Picnic tables, fencing and water system.	\$1,516	4324 160th St	Lawndale	NULL
1975/76	Los Angeles	City of Manhattan Beach	06-00486	Polliwog Park Development	Picnic facilities, play area, restroom remodeling, parking, turf, shrubs, amphitheater, botanical garden, maintenance building, fencing.	\$176,925	1601 Manhattan Beach Blvd	Manhattan Beach	NULL
1975/76	Los Angeles	City of Torrance	06-00487	Charles Wilson Park Development	Sports fields in southwest portion of site.	\$749,859	2200 Crenshaw Blvd	Torrance	NULL
1974/75	Los Angeles	Department of Parks and Recreation	06-00354	Leo Carillo State Beach Acquisition	19 parcels (24 acres) of beach and coastal bluffs acquired for recreation.	\$2,043,905	35000 Pacific Coast Hwy	Malibu	NULL
1974/75	Los Angeles	Department of Parks and Recreation	06-00360	El Pescador Beach Acquisition	10.22 acres acquired.	\$1,127,760	32700 Pacific Coast Hwy	Malibu	NULL
1974/75	Los Angeles	City of Cerritos	06-00366	Liberty Park Trail	2.8 acre parcel acquired for recreational development.	\$21,420	19211 Studebaker Rd	Cerritos	NULL
1974/75	Los Angeles	City of Long Beach	06-00385	Beach Acquisition	.37 acres in Belmont Shores acquired.	\$71,049	15 39th Place	Long Beach	NULL
1974/75	Los Angeles	City of Lakewood	06-00387	Palm Park Development	Walkways, irrigation, lighting, restroom, utilities, play area.	\$87,772	12305 207th St	Lakewood	NULL

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1974/75	Los Angeles	City of Los Angeles	06-00403	Hansen Dam Park Development II	Restrooms with showers, picnic areas, irrigation, and landscaping.	\$102,000	11770 Foothill Blvd	Los Angeles	NULL
1974/75	Los Angeles	County of Los Angeles	06-00416	Veteran's Memorial Park Development	Landscaping and irrigation.	\$377,400	13000 Sayre St	Sylmar	91342
1973/74	Los Angeles	City of Long Beach	06-00327	Colorado Lagoon Development	Renovated beach area, restrooms, picnic facilities and walkways.	\$89,547	5119 East Colorado St	Long Beach	NULL
1973/74	Los Angeles	County of Los Angeles	06-00342	Whittier Narrows North Lake Development	Development of irrigation system and turfing.	\$121,748	823 Lexington-Gallatin Rd	South El Monte	91733
1973/74	Los Angeles	Department of Parks and Recreation	06-00349	Santa Monica Mountains Acquisition	1,154 acre addition acquired for passive recreation.	\$1,118,216	20829 Entrada Rd	Topanga Canyon	NULL
1973/74	Los Angeles	Wildlife Conservation Board	06-00352	Whittier Narrows Fishing Lakes	Lake development.	\$349,726	750 Santa Anita Ave	South El Monte	NULL
1972/73	Los Angeles	Department of Parks and Recreation	06-00266	Point Mugu State Park Acquisition	Acquisition of 5588 acres.	\$2,149,650	9000 W. Pacific Coast Hwy	Malibu	94265
1972/73	Los Angeles	City of Rancho Palos Verdes	06-00299	Abalone Cove Beach Acquisition	Acquisition of 56 acres of beach and upland.	\$875,701	5970 Palos Verdes Rd	Rancho Palos Verdes	NULL
1972/73	Los Angeles	City of Los Angeles	06-00303	E. 60th Street Development	Development of multipurpose court, tot lot, site improvements, landscaping, fencing, and water.	\$4,998	249 East 42nd Pl	Los Angeles	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1972/73	Los Angeles	Department of Parks and Recreation	06-00305	Long Beach Marina & Park Acquisition	2 parcels, consisting of 1.15 acres, acquired for development of launch facility, day-use berthing, boater day-use park complex.	\$127,500	450 East Shoreline Dr	Long Beach	NULL
1972/73	Los Angeles	Department of Parks and Recreation	06-00306	Long Beach Marina & Park Development	Launching facilities, day-use berthing, parking area, comfort station, landscaping, fencing, sewer, water & electrical systems.	\$150,585	450 East Shoreline Dr	Long Beach	NULL
1972/73	Los Angeles	City of Los Angeles	06-00308	Porter Ranch Trails	Develop riding and hiking trail	\$48,577	18110 Chatsworth St	Porter Ranch	91326
1971/72	Los Angeles	Department of Parks and Recreation	06-00198	Rustic-Sullivan Canyon Acquisition	86.6 acres acquired for open space.	\$477,940	3000 Rustic Canyon Rd	Pacific Palisades	NULL
1971/72	Los Angeles	County of Los Angeles	06-00219	Castaic Afterbay Development	Picnic tables, barbecues, boating, restrooms, parking, roads, landscaping, shade structure, lighting, utilities, comfort stations, dressing rooms.	\$1,323,375	31320 North Castaic Rd	Castaic	NULL
1971/72	Los Angeles	County of Los Angeles	06-00219	Castaic Afterbay Development	Picnic tables, barbecues, boating, restrooms, parking, roads, landscaping, shade structure, lighting, utilities, comfort stations, dressing rooms.	\$1,323,375	31320 North Castaic Rd	Castaic	NULL
1971/72	Los Angeles	County of Los Angeles	06-00236	South Bay Bicycle Trail Development	Develop 19-mile bike trail along the beach from Santa Monica to City of Torrance.	\$626,918	14800 Pacific Coast Hwy	Pacific Palisades	NULL
1971/72	Los Angeles	City of Torrance	06-00237	Miramar Vest Pocket Park Acquisition	Acquisition of 1.06 acres adjacent to South Torrance Beach - developed for passive recreation with landscaping, walkways benches and lighting. Formerly known as Torrance Redondo Acquisition.	\$79,695	201 Paseo de la Playa	Torrance	NULL

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Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1971/72	Los Angeles	City of Torrance	06-00237	Miramar Vest Pocket Park Acquisition	Acquisition of 1.06 acres adjacent to South Torrance Beach - developed for passive recreation with landscaping, walkways benches and lighting. Formerly known as Torrance Redondo Acquisition.	\$79,695	201 Paseo de la Playa	Torrance	NULL
1971/72	Los Angeles	City of Redondo Beach	06-00238	Redondo Beach Park Development	Camping, picnicking, nature study, irrigation, restrooms, utilities, visitor center, storage building, ponds, streams, amphitheater.	\$189,465	1102 Camino Real	Redondo Beach	NULL
1971/72	Los Angeles	City of Los Angeles	06-00245	Will Rogers State Beach Development	Refurbish parking lot, landscaping, ticket booth, play equipment, courts, lifeguard headquarters building, storm drains, sanitary facilities.	\$207,536	15100 Pacific Coast Hwy	Los Angeles	NULL
1971/72	Los Angeles	City of Los Angeles	06-00246	Cabrillo Beach Development	Lifeguard HQ building, play areas, comfort station, sand control wall, parking.	\$111,480	3720 Stephen M White Dr	San Pedro	NULL
1971/72	Los Angeles	Department of Parks and Recreation	06-00254	Castaic Reservoir Development	Access road, picnic units, shade structures, comfort stations, parking, lights, drinking fountains, landscaping.	\$1,321,308	32132 Castaic Lake Dr	Castaic	91384
1970/71	Los Angeles	City of Long Beach	06-00118	El Dorado Park (West) Development	Landscaping, play facilities, headwall & deck, irrigation system, parking, picnic area, lighting.	\$169,830	2800 Studebaker Rd	Long Beach	NULL
1970/71	Los Angeles	City of Long Beach	06-00118	El Dorado Park (West) Development	Landscaping, play facilities, headwall & deck, irrigation system, parking, picnic area, lighting.	\$169,830	2800 Studebaker Rd	Long Beach	NULL
1970/71	Los Angeles	Department of Water Resources	06-00121	Peace Valley Acquisition	196 acres acquired for recreation. Development deemed not feasible - seismic problems - proposed for wildlife open space habitat.	\$168,249	47330 Zenobia Rd	Lebec	NULL

Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1970/71	Los Angeles	Department of Parks and Recreation	06-00126	Santa Monica Mountains Acquisition	1805 acres addition acquired for passive recreation.	\$1,789,692	20829 Entrada Rd	Topanga Canyon	NULL
1970/71	Los Angeles	City of Los Angeles	06-00127	Ramona Gardens Park Development	Development of basketball courts & landscaping - hillside site; multiuse courts & play area at vacant street site - vandalized.	\$123,825	2830 Lancaster Ave	Los Angeles	NULL
1970/71	Los Angeles	County of Los Angeles	06-00145	Nicholas Canyon Beach Acquisition	Acquisition of 23.91 acres.	\$1,486,650	7103 Westward Beach Rd	Malibu	NULL
1970/71	Los Angeles	City of Sierra Madre	06-00149	Mt Wilson Trail Acquisition	.5 acre of land acquired for trailhead/mini-park.	\$8,925	181 E Mira Monte Ave	Sierra Madre	91024
1970/71	Los Angeles	City of Sierra Madre	06-00149	Mt Wilson Trail Acquisition	.5 acre of land acquired for trailhead/mini-park.	\$8,925	181 E Mira Monte Ave	Sierra Madre	91024
1970/71	Los Angeles	City of Los Angeles	06-00152	Echo Park Development	Development of lighting system.	\$22,780	1632 Bellevue Ave	Los Angeles	NULL
1970/71	Los Angeles	City of Los Angeles	06-00152	Echo Park Development	Development of lighting system.	\$22,780	1632 Bellevue Ave	Los Angeles	NULL
1970/71	Los Angeles	City of Los Angeles	06-00153	MacArthur Park Development	Aerators for 9-acre lake, irrigation system, park lighting, outdoor game area, picnic units, boat house, boat dock, landscaping.	\$250,000	2230 West 6th St	Los Angeles	NULL
1970/71	Los Angeles	City of Los Angeles	06-00154	Hazard Park Development	Development of children's play area, gym equipment, handball courts, tennis/basketball area, picnic area, restroom, lighting, water system.	\$99,960	2230 Norfolk St	Los Angeles	90033

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Fiscal Year	County Name	Agency Name	Project Number	Project Name	Project Scope	Grant Amount	Project Address	Project City	Project Zip Code
1970/71	Los Angeles	City of Los Angeles	06-00154	Hazard Park Development	Development of children's play area, gym equipment, handball courts, tennis/basketball area, picnic area, restroom, lighting, water system.	\$99,960	2230 Norfolk St	Los Angeles	90033
1970/71	Los Angeles	City of Los Angeles	06-00155	Gilbert Lindsay Center Development	Night lighting, play area, basketball courts, irrigation, parking lot.	\$115,173	429 East 42nd Pl	Los Angeles	90061
1970/71	Los Angeles	City of Los Angeles	06-00155	Gilbert Lindsay Center Development	Night lighting, play area, basketball courts, irrigation, parking lot.	\$115,173	429 East 42nd Pl	Los Angeles	90061
1970/71	Los Angeles	County of Los Angeles	06-00158	Col. Leon H. Washington Park	Swimming pool bathhouse complex.	\$179,520	8909 South Maie Ave	Los Angeles	90002
1970/71	Los Angeles	County of Los Angeles	06-00158	Col. Leon H. Washington Park	Swimming pool bathhouse complex.	\$179,520	8909 South Maie Ave	Los Angeles	90002
1970/71	Los Angeles	County of Los Angeles	06-00159	Ernest E. Debs Regional Park	Landscaping, irrigation system, two restrooms, picnic units, braziers.	\$86,700	4235 Monterey Rd	Los Angeles	90032
1970/71	Los Angeles	County of Los Angeles	06-00159	Ernest E. Debs Regional Park	Landscaping, irrigation system, two restrooms, picnic units, braziers.	\$86,700	4235 Monterey Rd	Los Angeles	90032
1970/71	Los Angeles	City of Los Angeles	06-00160	Seoul International Park Development	Landscaping, irrigation, lighting, and fencing.	\$36,431	3250 San Marino St	Los Angeles	90006
1970/71	Los Angeles	City of Long Beach	06-00170	Beach Lot Acquisition	.32 acres of beach acquired for recreation. (Lots 4,5,6,7).	\$139,961	15 39th Pl	Long Beach	NULL
1970/71	Los Angeles	City of Long Beach	06-00170	Beach Lot Acquisition	.32 acres of beach acquired for recreation. (Lots 4,5,6,7).	\$139,961	15 39th Pl	Long Beach	NULL
1968/69	Los Angeles	County of Los Angeles	06-00055	Mountain Meadows Park	Acquisition of 77 acres for development of a golf course.	\$520,992	1875 Fairplex Dr	Pomona	NULL
1968/69	Los Angeles	County of Los Angeles	06-00055	Mountain Meadows Park	Acquisition of 77 acres for development of a golf course.	\$520,992	1875 Fairplex Dr	Pomona	NULL
1968/69	Los Angeles	City of Los Angeles	06-00061	Sepulveda Dam Recreation Area Development	160 picnic units, sanitary facilities, parking, roads, walks, lighting, and playfields.	\$244,983	17017 Burbank Blvd	Los Angeles	NULL

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1968/69	Los Angeles	City of Los Angeles	06-00061	Sepulveda Dam Recreation Area Development	160 picnic units, sanitary facilities, parking, roads, walks, lighting, and playfields.	\$244,983	17017 Burbank Blvd	Los Angeles	NULL
1968/69	Los Angeles	City of Long Beach	06-00064	El Dorado Park Development	Development of landscaping, roadways, lake construction, parking, and irrigation.	\$405,450	2800 Studebaker Rd	Long Beach	NULL
1968/69	Los Angeles	City of Long Beach	06-00064	El Dorado Park Development	Development of landscaping, roadways, lake construction, parking, and irrigation.	\$405,450	2800 Studebaker Rd	Long Beach	NULL
1967/68	Los Angeles	City of Los Angeles	06-00029	Hansen Dam Development	Roads, picnic units, parking, sanitary facility, day camping, ball playing area, observation area.	\$166,667	11770 Foothill Blvd	Los Angeles	NULL
1967/68	Los Angeles	Wildlife Conservation Board	06-00034	San Pedro Pier Development	1500 ft fishing pier construction.	\$372,233	3730 Stephen White Dr	San Pedro	NULL
1966/67	Los Angeles	City of Los Angeles	06-00012	Chatsworth Regional Park Acquisition	70 acres addition acquired for park.	\$300,000	10385 Shadow Oak Dr	Los Angeles	NULL
1966/67	Los Angeles	City of Los Angeles	06-00018	Harbor Regional Park Development	Parking, boat house, dock and comfort stations, picnic area, landscaping.	\$100,000	25820 S. Vermont Ave	Harbor City	90710
1966/67	Los Angeles	City of Long Beach	06-00020	El Dorado Park Development	Automatic irrigation system.	\$100,000	2800 North Studebaker Rd	Long Beach	90815