

Appendix A:
PERMITTED
AND
CONDITIONAL
USES

DOWNEY LANDING RETAIL CENTER

Permitted and Conditional Land Uses Retail Center

A	GENERAL COMMERCIAL AND RETAIL USES	
1	Addressing and Mailing Services	P
2	Advertising Business	P
3	Alarm/Warning Sales and Services	P
4	Antique Store	P
5	Appliance Store	P
6	Athletic Equipment and Sporting Goods Store	P
7	ATM—Remote Teller, Freestanding	C
8	Awning Sales	P
9	Barber or Beauty Shop	P
10	Batting Cages	P
11	Bicycle Sales and Rental	P
12	Blueprinting and Photocopying Services	P
13	Boat Parts and Accessories Store	P
14	Book Store	P
15	Building Material and Lumber Sales	P
16	Burglar Alarm Sales and Service	P
17	Butcher Shop	P
18	Carpet Cleaning Store	P
19	Child Care Center	C
20	Christmas Tree Sales	P
21	Clothing and Apparel Store	P
22	Computer Programming/Software and System Design	P
23	Computer Sales, Rental or Lease	P
24	Consumer Electronic Sales	P
25	Costume Shop—Sale and Rent	P
26	Curio or novelty Shop	P
27	Data Processing Service	P
28	Delivery Service	P
29	Department Stores	P
30	Dressmaking Shop	P
31	Dry Cleaners	C
32	Equipment Rental Store	P
33	Floor Covering, Drapery or Upholstery Store	P
34	Florist	P
35	Fortune Telling	C
36	Furniture Sales or Rental Store	P
37	Garage Equipment and Tool Sales	P
38	Gardening, Landscaping Store	P
39	General Retail or Department Store	P
40	Gift or Card Shop	P
41	Glassware Sales or Service	P
42	Hang Glider Sales and Service	P
43	Hardware Store	P
44	Ice Cream Shop	P

Permitted and Conditional Land Uses Retail Center

45	Interior Decorator Supply and Sales	P
46	Jewelry Store sales	P
47	Kiosks for Key Shops, Film Drops, etc.	C
48	Lapidary Shop	P
49	Lawn Mower and Garden Power Tools Sales and Rental	P
50	Locksmith-Key and Lock Shop	P
51	Mail or Delivery Service Pickup Station	P
52	Motorcycle Sales and Rental Service	P
53	Music or Record Store	P
54	Newspaper or Magazine Stand	C
55	Nursery, Plants	P
56	Office Machines and Equipment Sales	P
57	Paint and Wallpaper Shop	P
58	Pet Store, including grooming and ancillary vet services	P
59	Photographic Supply or Camera Store	P
60	Picture Framing Shop	P
61	Pool Table Sale	P
62	Power Tools Sales	P
63	Shoe Store, including shoe shine	P
64	Stamp or Coin Store	P
65	Stationery Store	P
66	Tailor	P
67	Tanning Salon	C
68	Television and Radio Sales	P
69	Ticket/Travel Agency	P
70	Tobacco Shop	P
71	Toy Store	P
72	Trophy/Emblem Store	P
73	Video Store, Sales and Rental	P
74	Watches Sales	P
B	ASSEMBLY AND REPAIR USES	
1	Bicycle Repair	P
2	Camera Repair	P
3	Computer Repair	P
4	Jewelry Repair	P
5	Music Instrument Repair	P
6	Television and Radio Repair	P
7	Watches Repair	P

Permitted and Conditional Land Uses Retail Center

C	OFFICES AND RELATED USES	
1	ATM—Freestanding	C
2	Bank, Savings and Loan, Finance, Loan, Credit Office	P
3	Insurance Office	P
4	Medical or Dental Office	C
5	Real Estate Office and Property Management Office	P
D	ENTERTAINMENT AND RELATED USES	
1	Art and Photographic Gallery or Studio	P
2	Sports Club/Fitness Club	P
E	FOOD USES	
1	Bakery, Pastry Shop	P
2	Candy Store	P
3	Convenience Store/Neighborhood Market (less than 6,000 square feet in size)	C
4	Delicatessen	P
5	Drive-Through Food Service	C
6	Drug Store and Sundries	P
7	Liquor Store	C
8	Play lot Associated with Fast Food Restaurant	C
9	Restaurants with Entertainment	C
10	Restaurants with/without Alcohol Service	P
11	Supermarket	P
F	HEALTH AND MEDICAL SERVICES	
1	Eyeglasses, Frames, Contact Lens—Sales and Service	P
2	Hearing Aids—Sales and Service	P
3	Medical Clinic	P
4	Physical Therapy/State Licensed	C
G	PUBLIC AND SEMI-PUBLIC USES	
1	Cellular or Wireless Retail Stores	P
2	Cellular Towers Facilities	C
3	Parking Structure	C
4	Physical Fitness Center	P

Note: Permitted Uses are marked “P”; uses requiring a Conditional Use permit are marked “C”.

TIERRA LUNA MARKETPLACE

PERMITTED, CONDITIONAL AND TRANSITIONAL USES

1. General Retail/Specialized Retail, permitted (see definition provided below)
2. Department Stores, permitted
3. Supermarkets, Markets, and Grocery Stores, permitted
4. Supermarkets, Markets, and Grocery Stores, with/without alcoholic beverage sales for off-site consumption, permitted
5. Home Improvement/Hardware Stores, permitted (see definition provided below)
6. Home Improvement Stores with Ancillary Garden Supply store, permitted
7. Warehouse Club Stores, permitted
8. Warehouse Club Stores with Ancillary Tire Stores, permitted
9. Warehouse Food Stores, permitted
10. Large Format Retail (see definition provided below)
11. Outdoor Sales Area, as an ancillary activity, permitted subject to the approval of the Community Development Director or designee.
12. Appliance Stores, permitted
13. Pet Stores with Grooming and Ancillary Vet. Services, permitted
14. Drug Stores/Pharmacies, permitted
15. Drug Stores/Pharmacies with Drive-thru, CUP
16. Hotels with/without Restaurant, permitted
17. Hotels with/without Bar, permitted
18. Movie Theater – Multiplex Theatre, permitted
19. Office Uses
 - General, permitted
 - Business and Professional, permitted
 - Medical and Dental, permitted
 - Financial Services, Banks, Credit Unions, permitted
 - Administrative and Executive, permitted
 - Insurance, permitted
 - Research and Development, permitted
20. Food Uses
 - Restaurants, Cafes, Delicatessens, Sandwich Shops, Coffee Establishments, permitted
 - Restaurants with Alcoholic Beverage Sales for on-site consumption, permitted
 - Restaurants (as the principal use) with Bar, permitted
 - Restaurants with Entertainment, CUP
 - Restaurants with Outdoor Patio Seating or Dining, permitted

- Drive-thru Restaurant, permitted subject to the review of a traffic impact analysis by the Community Development Director
 - Bakeries, permitted
 - Ice Cream Shops, permitted
21. Bars/Night Clubs/Live Entertainment, CUP
 22. Personal Services, permitted (see Zoning Ordinance Definition)
 23. Sports Club/Fitness Studio, permitted
 24. ATM – Building Exterior, permitted
 25. ATM – Stand-Alone and/or Driveway, permitted subject to the review of a traffic impact analysis by the Community Development Director
 26. Automobile Service Stations, CUP, Subject to the provisions of Zoning Ordinance Section 9406 – Drive-in Businesses
 27. Commercial Recreation Facility, CUP (see definition provided below)
 28. Parking Structures, permitted
 29. Alcoholic Beverage Sales (Principal Use) – off-site consumption, CUP
 30. General Commercial Services, permitted (see definition provided below)
 31. Motion Picture Studio, transitional
 32. Movie Set Production Studio, transitional
 33. Studio for Movie, Radio and Television Recordings, transitional
 34. Movie-Related Uses, Including Post Production Activities, transitional
 35. Public and Civic Uses, permitted.

General Retail and Specialized Retail (Definition):

An establishment, including a department store, variety store, discount store or general store, etc., engaged in retail sales of new merchandise, including any dry goods, apparel and accessories, small wares, sporting goods and equipment, bicycles and mopeds, musical instruments, arts and accessories, office supplies, books, stationery, jewelry, hobby materials, toys and games, cameras and photographic supplies, gifts, novelties and souvenirs, luggage and leather goods, fabric and sewing supplies, florists and houseplant stores, artists supplies, tobacco shops, video rental, orthopedic supplies, party supplies and rentals, religious goods, handcrafted items (stores for which may include space for crafting operations, when such area is subordinate to retail sales) and other miscellaneous retail shopping goods.

Home Improvement/Hardware Stores (Definition):

An establishment engaged in providing retail sale, rental, service or repair and installation of home improvement products including building materials, paint and wallpaper, carpeting and floor coverings, mattresses, decorating supplies, heating, air conditioning, electrical plumbing, mechanical equipment, roofing, yard and supplies, home appliances and similar home improvement products.

Large Format Retail (Definition):

An establishment engaged in retail sales, which may include grocery, 5,000 sq. ft. service station, 24-hour retail sales, the sale of alcoholic beverages for off-site consumption, garden center, vision or optical center or dispensary, drug store/pharmacy, personal services (such as salon, photo processing, etc.), ancillary food service for on-site consumption, medical clinic, bank/money center, screened outdoor storage facilities (including a trash compactor and bale and pallet recycling area), outdoor sales area (subject to approval of Community Development Director or designee), home improvement/hardware stores, tire sales and installation, and/or video arcade games.

Commercial Recreation Facility (Definition):

Any use or development, either public or private, providing amusement, pleasure or sport, diversion, exercise, or other resource affording relaxation and enjoyment that is operated primarily for financial gain. Typical uses may include health and fitness centers, batting cages, skating rinks, paint ball, bowling alleys, pool hall, arcades and miniature golf courses. This use excludes adult entertainment facilities.

General Commercial Services (Definition):

An establishment providing general services to the public, including computer repair shops, carpet/rug/drapery cleaners, locksmith shops, plumbing shops and similar services that are commercial in nature.

**INTERPRETATION OF UNLISTED USES
BY DIRECTOR OF COMMUNITY DEVELOPMENT**

Community Development Department staff recognizes that ambiguities may arise concerning the appropriate classification of a particular unlisted use within the meaning and intent of the Amended Plan.

Procedure

Initiation. When an unlisted use is proposed, the following procedure shall be used:

1. The Planning Division shall study the proposed similar use and provide the information necessary to assure action consistent with the intent of the Amended Plan and General Plan and make recommendations to the Community Development Director.
2. The Community Development Director shall ascertain all such facts he/she deems necessary concerning such use or request and, by resolution, make his/her findings and state the reasons for classifying or permitting an unlisted use as a similar use permitted in the Amended Plan.

Approval. Within thirty (30) days after filing the request, the Community Development Director shall approve or disapprove the request. In his/her decision, the Community Development Director shall make findings that all of the following conditions do or do not exist in relation to the proposed use in the specific plan within which such use is proposed to be added.

1. It is consistent with the intent and purpose of the specific plan.
2. It is similar to one or more uses permitted in the specific plan.
3. Its operations are compatible with other permitted uses within the specific plan.
4. It will not cause substantial injury or impair the present or potential use of the property in the specific plan.
5. It will not generate substantial additional traffic congestion over other permitted uses in the Amended Plan.
6. It will not be detrimental to the public health, safety, convenience, and welfare of the community.
7. It will not be subject to necessary specific regulations of development or operation.
8. It will not adversely affect the intent of the City's General Plan.
9. No special considerations are required to permit the request.

Planning Commission Action. If the Director makes findings that all the conditions exist, the Director shall state his/her reasons and, by resolution, include the proposed use as a permitted one within the area of the Amended Plan. A copy of such resolution shall be filed with the Planning Division within (3) days following its adoption date.

If the Director of Community Development denies the request, the Applicant may appeal his request to the Planning Commission.

TRANSITIONAL USES

A use operating within the central portion of the specific plan area when the Amended Plan became effective that does not conform with the intent of the Amended Plan is classified as a transitional use. Examples include a motion picture studio and a movie set production studio (see Nos. 30 through 33, Permitted, Conditional and Transitional Uses). A new transitional use cannot be established within the central portion, but a transitional use that was operating there when the Amended Plan became effective may continue to do so until it discontinues operations permanently. Downey Municipal Code Section 9410 shall apply to transitional uses, except for those sections that discuss removal of structures and uses. In addition, amortization schedules in Section 9140 shall not apply to transitional uses.

Also, construction of new facilities for transitional uses shall not be permitted, except as allowed by Section of 9410.10 of the Downey Municipal Code for Repair and Maintenance or as approved by the Community Development Director. However, a transitional use may be expanded with the approval of the Community Development Director. A transitional use that is operating in one location within the Central Portion may also be conducted in any other location within the Central Portion.

KAISER DOWNEY MEDICAL CENTER USES

Permitted uses within the Kaiser Downey Medical Center are those permitted in the Downey Landing Specific Plan (2002).

Permitted and Conditional Land Uses Kaiser Medical Center		
A	OFFICES AND RELATED USES	
1	Administrative and Executive Offices	P
2	ATM—Freestanding and/or Driveway Interior and Exterior	C
3	Insurance Office	P
4	Medical or Dental Office	P
5	Prescription Pharmacy	P
B	HEALTH AND MEDICAL SERVICES	
1	Adult Day Health Center	C
2	Eyeglasses, Frames, Contact Lens—Sales and Service	P
3	Hearing Aids—Sales and Service	P
4	Helistop	C
5	Hospital	P
6	Laboratory—Medical, Dental or Optical	P
7	Laboratory—Research, Analysis	P
8	Massage Therapy—Principal Use with State-approved Certificate of Training	C
9	Medical Clinic	P
10	Medical or Dental Office	P
11	Orthopedic Appliances Sales/Service	P
12	Physical Therapy	P
13	Sanitarium	P
14	Social Rehabilitation Center	P
C	PUBLIC AND SEMI-PUBLIC USES	
1	Cellular or Wireless Communication Facilities/Tower	C
2	Parking Structure	P

Appendix B:
HISTORIC
PRESERVATION
MEMORANDUM
OF
AGREEMENT

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MEMORANDUM OF AGREEMENT

AMONG
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
THE GENERAL SERVICES ADMINISTRATION,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND
THE CITY OF DOWNEY

REGARDING DISPOSAL OF A PORTION OF
THE NASA INDUSTRIAL PLANT,
DOWNEY, LOS ANGELES COUNTY, CALIFORNIA

WHEREAS, the National Aeronautics and Space Administration (NASA) has determined that it no longer requires Parcels 1 and 2, including land, structures, and improvements (Property), of the NASA Industrial Plant, Downey, California, and has reported it as excess to its needs; and

WHEREAS, the Property identified in Appendix A of this Memorandum of Agreement (MOA) consists of Parcels 1 and 2; consultation with respect to Parcels 3, 4, 5 and 6 was previously concluded and is not subject to this MOA; and

WHEREAS, pursuant to the California Desert Protection Act (P.L. 103-433) the General Services Administration (GSA) has determined that the Federal government may transfer the Property to the City of Downey, California (City) (Undertaking) for reuse and development, pursuant to the signed "Offer To Purchase Real Estate and Acceptance" (Appendix B to this MOA), dated _____; and

WHEREAS, GSA has determined that the Undertaking may have an adverse effect on Buildings 1, 6, 10, 11, 25, 36, 39, 41, 42, 108, 120, 123, 125, 126, 127, 128, 130, 288 and 290, properties determined, by consensus, to be eligible for inclusion for listing in the National Register of Historic Places (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO), and has notified the Advisory Council on Historic Preservation (Council) of the adverse effect, pursuant 36 CFR 800, regulations effective June 17, 1999 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS the Downey Historical Society (Society), and the Aerospace Legacy Foundation (Foundation) have been invited to participate in the consultation;

NOW THEREFORE, NASA, GSA, the SHPO, and the City agree that upon GSA's decision to proceed with disposal of the Property to the City, GSA shall ensure the following stipulations are implemented in order to take into account the effect of the Undertaking on historic properties and to satisfy NASA and GSA's Section 106 responsibilities for the Undertaking.

1 institute a suit to enjoin such violation or to require the restoration of the property, or
2 for damages by reason of any breach thereof.
3

4 GSA shall provide the SHPO with an opportunity to review and comment on the transfer
5 document, including covenants and restrictions, prior to execution. Failure of the SHPO
6 to comment within twenty-one (21) days of receipt shall not preclude GSA from finalizing
7 and executing the transfer document. GSA shall take any SHPO comments into account
8 to the fullest reasonable extent and shall provide the SHPO with a final copy of the
9 transfer document, including covenants and restrictions, prior to proceeding with the
10 transfer process.

11
12 GSA shall ensure that recordation of the instrument of conveyance, including covenants
13 and restrictions, is conducted in accordance with all applicable California law. Upon
14 completion, GSA shall provide SHPO with documentation evidencing that the recordation
15 process has been duly completed in the manner stipulated herein.
16

17 **II. Mitigation Measures**
18

- 19 1. In the event Building 1, other than the Building 1 Portion, is proposed to be
20 substantially altered not in conformance with the "The Secretary of the Interior's
21 Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" or
22 demolished, *the City shall record* the remainder of the interior and exterior of Building
23 1 (excluding the Building 1 Portion)- including the 1930s and 1940s vintage fire
24 hydrants along the north facade and the Astronaut Walk along the east facade- in
25 accordance with Level I Historic American Buildings Survey/Historic American
26 Engineering Record (HABS/HAER) guidelines, so that there will be a permanent
27 record of their history and present condition in their original setting. Notwithstanding,
28 Level I Historic American Building Survey/Historic American Engineering Record
29 (HABS/HAER) documentation shall only be required for those portions to be
30 substantially altered not in conformance with the "Secretary of the Interior's
31 Standards and Guidelines for Rehabilitating Historic Buildings."
32
- 33 2. In the event Buildings 6, 10, 11, 25, 36, 39, 41, 42, 108, 120, 123, 125, 126, 127,
34 128, 130, 288 and 290 or any portion thereof is/are proposed to be substantially
35 altered not in conformance with the "The Secretary of the Interior's Standards for
36 Rehabilitation and Guidelines for Rehabilitating Historic Buildings" or demolished,
37 *the City shall record* the remainder of the Historic Property- including the interior of
38 Building 6/290, as well as streetscapes, grids, layouts and overall views of the
39 Property that contribute to (and in the context of) the Property as a whole- in
40 accordance with Level II Historic American Buildings Survey/Historic American
41 Engineering Record (HABS/HAER) guidelines, so that there will be a permanent
42 record of their history and present condition in their original setting. Notwithstanding,
43 Level II Historic American Buildings Survey/Historic American Engineering Record
44 (HABS/HAER) documentation shall only be required for those buildings or portions
45 thereof to be substantially altered not in conformance with the "Secretary of the
46 Interior's Standards and Guidelines for Rehabilitating Historic Buildings."
47
- 48 3. With respect to Stipulations II (1) and II (2) above, the following parties (or at such
49 address or addresses, as may be designated by time to time, by the Parties or its

1 successors) shall be furnished with copies of- and be designated as repositories for-
2 any Level I or Level II HABS/HAER documentation that may be required once the
3 recordation of designated historic properties is completed and accepted by the
4 National Park Service:
5

6 A. National Aeronautics & Space Administration
7 ATTN: Mrs. Melody A. Nation
8 Planning and Integration Office (JA161)
9 Lyndon B. Johnson Space Center
10 Houston, Texas 77058
11

12 B. General Services Administration
13 ATTN: Clark Van Epps
14 Public Buildings Service
15 Property Disposal Division (9PR)
16 450 Golden Gate Avenue, 4th Floor East
17 San Francisco, California 94102-3434
18

19 C. City of Downey
20 ATTN: Mr. Darrell George
21 11111 Brookshire Avenue
22 Downey, California 90241
23

24 D. Office of Historic Preservation
25 ATTN: Mr. Daniel Abeyta
26 Department of Parks and Recreation
27 P.O. Box 942896
28 Sacramento, California 94296-0001
29

30 E. Downey Historical Society
31 ATTN: Mr. J. Vincent
32 P.O. Box 554
33 Downey, California 90241
34

35 F. Aerospace Legacy Foundation
36 ATTN: Mr. Ed Dowd
37 12626 Bellflower Blvd., PMB 302
38 Downey, California 90242
39

40 G. Downey City Library
41 ATTN: City Librarian
42 11121 Brookshire Avenue
43 Downey, California 90241
44

45 H. South Central Coastal Information Center
46 California State University, Fullerton
47 800 North State College Blvd.
48 Fullerton, California 92834-6846
49

- 1 4. *NASA shall, prior to sale, transfer to the City all known historical documents, records,*
2 *photographs found in or on the Property or in NASA files in order to facilitate*
3 *development and reuse, and for required documentation. All documentation required*
4 *by this stipulation shall be completed and/or transferred prior to alteration or*
5 *demolition of the Property, or any portion thereof. Copies of this documentation, in*
6 *the form of color Xerox, laser, or the equivalent, shall be made available to the*
7 *SHPO, the Society, the Foundation, and appropriate archives designated by GSA, in*
8 *cooperation with NASA.*
9
- 10 5. *The City shall, in cooperation with NASA, develop an educational program in order to*
11 *foster awareness of the Property and its impact on the City of Downey and the*
12 *American aeronautics and aerospace industries. The educational program may*
13 *utilize reused, reconstructed and new facilities on the Property as a physical plant,*
14 *however it is anticipated the program will have a regional focus on teacher education*
15 *and training. The program is in early planning stages and is expected to be*
16 *conceptualized within two years of conveyance of the Property, and with curriculum*
17 *development and rehabilitation/construction of the physical plant expected within five*
18 *years of Property conveyance. NASA is expected to be a long term partner with the*
19 *City in curriculum development and implementation. The City may establish a new*
20 *non-profit organization to oversee and be responsible for the educational program.*
21

22 **III. Administrative Stipulations**

23
24 **Dispute Resolution:**

- 25
26 1. Should any signatory object at any time to the manner in which the terms of this MOA
27 are implemented, GSA shall consult with the objecting party(ies) to resolve the
28 objection. GSA shall determine a reasonable time frame for this consultation. If
29 resolution is reached, the terms of this MOA shall be carried out in accordance with
30 such resolution. If resolution is not reached through such consultation, GSA shall
31 forward all documentation relevant to the objection to the Council, including its
32 proposed response to the objection, and request the Council's comments in
33 accordance with 36 CFR 800.2(b)(2). Any comments provided by the Council, and all
34 comments from the signatories regarding the objection, shall be taken into account
35 by GSA in reaching its final decision regarding the objection. GSA will promptly
36 provide all signatories with a copy of its final decision regarding resolution of the
37 dispute.
38
- 39 2. GSA's responsibility to carry out all actions under this MOA that are not the subjects
40 of the dispute will remain unchanged. GSA may authorize any action subject to
41 dispute under this stipulation to proceed after complying with paragraph 1 of this
42 stipulation.
43

44 **Public Objection:**

45
46 At any time during implementation of the terms of this MOA, should an objection
47 pertaining to this MOA be raised by a member of the public, GSA shall immediately notify
48 the other signatories in writing of the objection and take the objection into account. GSA
49 shall consult with the objecting party and, if the objecting party so requests, with any or

1 all of the other signatories, for no more than 30 (calendar) days. Within 14 (calendar)
2 days following closure of the consultation period, GSA will render a decision regarding
3 the objection and notify all parties of this decision in writing. In reaching its decision,
4 GSA will take all comments from the parties into account. GSA's decision regarding the
5 resolution of the objection will be final.

6
7 Amendments and Termination:
8

- 9 1. If any signatory believes that this MOA should be amended, that signatory may
10 propose amendments to the other signatories, whereupon all signatories will consult
11 to consider amendments pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).
12
- 13 2. If GSA determines that it cannot implement the terms of this MOA, or if the SHPO
14 determines that the MOA is not being properly implemented, either of these
15 signatories may propose that the MOA be terminated. The signatory proposing
16 termination shall so notify the other parties to the MOA, explaining the reasons for
17 termination and affording these other parties at least 15 days to consult and seek
18 alternatives to termination. The parties shall then consult.
19
- 20 3. Should such consultation fail, either GSA or the SHPO may terminate this MOA by
21 so notifying the other parties.
22
- 23 4. Should this MOA be terminated, GSA shall either consult in accordance with 36 CFR
24 800.6 to develop and execute a new MOA or request the comments of the Council
25 pursuant to 36 CFR 800.7.
26

27 Duration of the MOA:
28

- 29 1. Unless terminated pursuant to III.B.3/4., above, this MOA will be in effect until GSA,
30 in consultation with the other signatories, determines that all of its terms have been
31 satisfactorily fulfilled. Upon a determination by GSA that all of the terms of this MOA
32 have been satisfactorily fulfilled, the MOA will terminate and have no further force or
33 effect. GSA will promptly provide the other signatories with written notice of its
34 determination and of termination of this MOA.
35
- 36 2. The terms of this MOA shall be satisfactorily fulfilled within 5 years following the date
37 of conveyance of the Property. If GSA determines that this requirement cannot be
38 met, this MOA shall be considered null and void, unless extended by written
39 agreement of GSA and SHPO. If this MOA becomes null and void, GSA shall so
40 notify the other parties in writing and, if it chooses to continue with the Undertaking,
41 shall again initiate review of the Undertaking in accordance with 36 CFR Part 800.
42

43 Applicability of the MOA:
44

- 45 1. This MOA applies only to the Undertaking as defined herein. If, following execution
46 of this MOA, GSA decides not to transfer the Property to the City or if the City
47 decides not accept the Property, this MOA will automatically become null and void.
48

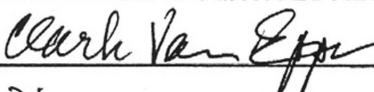
1 2. Execution of this MOA by NASA, GSA, the City, and the SHPO, its transmittal to the
2 Council, and subsequent implementation of its terms, evidence that GSA and NASA
3 have afforded the Council an opportunity to comment on the Undertaking and its
4 effects on historic properties, that GSA and NASA have taken into account the
5 effects of the Undertaking on historic properties, and that GSA and NASA have
6 satisfied their responsibilities under Section 106 of the National Historic Preservation
7 Act and applicable regulations.
8
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10 **SIGNATORY PARTIES:**
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14 **FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

15
16 By:  Date: 3/13/01
17
18 Title: Director, Johnson Space Center
19
20

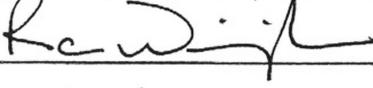
21 **FOR THE GENERAL SERVICES ADMINISTRATION**

22
23 By:  Date: 1/24/01
24
25 Title: Director - Real Property Disposal
26
27

28 **FOR THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

29
30 By:  Date: 1/29/01
31
32

33 **FOR THE CITY OF DOWNEY, LOS ANGELES COUNTY, CALIFORNIA**

34
35 By:  Date: 4/2/01
36
37 Title: MAYOR
38
39

Appendix C:
LANDSCAPING
PALETTE

DOWNEY LANDING PLANT PALETTE - SITE

DESCRIPTION	BOTANICAL NAME	COMMON NAME
FRONTAGE TREE	<i>Pyrus Kawakami</i>	EVERGREEN PEAR
	<i>Lagerstroemia indica</i>	CRAPE MYRTLE
	<i>Meterosideros excelsus</i>	NEW ZEALAND CHRISTMAS TREE
FRONTAGE HEDGE	<i>Ligustrum japonicum</i>	TEXAS PRIVET
	<i>Juniperus chinensis</i>	'PARSONII' JUNIPER
FRONTAGE ACCENT SHRUB	<i>Bougainvillea spp.</i>	BOUGAINVILLEA
	<i>Hibiscus rosa-sinensis</i>	HIBISCUS
FRONTAGE GROUNDCOVER	<i>Gazania spp.</i>	GAZANIA
	<i>Zoysia tenuifolia</i>	KOREAN GRASS
ENTRY DRIVE THEME TREE	<i>Ulmus parvifolia</i>	CHINESE ELM
ENTRY DRIVE TREE	<i>Jacaranda mimisifolia</i>	JACARANDA
	<i>Pinus canariensis</i>	CANARY ISLAND PINE
	<i>Pyrus calleryana "Bradford"</i>	BRADFORD PEAR
ENTRY DRIVE ACCENT SHRUB	<i>Azalea spp.</i>	AZALEA
ENTRY DRIVE EDGE SHRUB	<i>Phormium tenax</i>	FLAX
ENTRY DRIVE LOW SHRUB	<i>Trachelospermum jasminoides</i>	STAR JASMINE
END ISLAND TREE	<i>Lagerstroemia indica</i>	CRAPE MYRTLE
	<i>Rhapiolepis "Magestic Beauty"</i>	INDIA HAWTHORN TREE FORM
END ISLAND LOW SHRUB	<i>Aspidistra elatior</i>	CAST-IRON PLANT
	<i>Trachelospermum jasminoides</i>	STAR JASMINE
	<i>Rosmarinus officinalis</i>	SPREADING ROSEMARY
END ISLAND ACCENT SHRUB	<i>Rosa spp.</i>	SHRUB ROSE
PARKING LOT TREE	<i>Platnaus acerifolia "Bloodgood"</i>	LONDON PLANE TREE
	<i>Ulmus parvifolia "True Green"</i>	TRUE GREEN ELM
	<i>Zelkova serratta</i>	SAWLEAF ZELKOVA
	<i>Ulmus parvifolia</i>	CHINESE ELM
SCREEN TREES	<i>Eucalyptus spp.</i>	EUCALYPTUS
	<i>Pinus spp.</i>	PINES
	<i>Agonia flexuosa</i>	PEPPERMINT TREE
SCREEN TREES	<i>Melaleuca quinqueneruia</i>	CAJEPUT TREE
	<i>Tristania conferta</i>	BRISBANE BOX

Note: Use of native and drought tolerant plant material is encouraged and should be used in addition to the above shown Plant Palette, as established by the Original Specific Plan (2002).

DOWNEY LANDING PLANT PALETTE - SIZING

BOTANICAL NAME	COMMON NAME	DESCRIPTION	
Trees			
<i>Albizzia julibrissin</i>	Silk Tree	24" Box	25' Canopy
<i>Cinnamomum camphora</i>	Camphor Tree	24" Box	35' Canopy
<i>Jacaranda mimosifolia</i>	Jacaranda	24" Box	35' Canopy
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree	24" Box	25' Round
<i>Lagerstroemia indica</i>	Crape Myrtle	24" Box	18' Canopy
<i>Liquidambar 'Palo Alto'</i>	Sweet Gum	24" Box	45' Vertical
<i>Liriodendron tulipifera</i>	Tulip Tree	24" Box	15' Column
<i>Magnolia g. S. sommers</i>	Magnolia	24" Box	30' Canopy
<i>Melaleuca quinquenervia</i>	Cajeput	24" Box	30' Vertical
<i>Pinus canariensis</i>	Canary Island Pine	24" Box	60' Vertical
Palms			
<i>Syagrus romanansofflanum</i>	Queen Palm	12'	Field grown
<i>Phoenix dactylifera</i>	Date Palm	14'	Field grown
Shrubs			
<i>Agapanthus africanus</i>	Lily of the Nile	5-Gal	Accent
<i>Ceanothus g. Anchor Bay</i>	Wild Lilac	5-Gal	Horizontal
<i>Hebe 'Coed'</i>	Veronica	5-Gal	Accent
<i>Hibiscus Full Moon</i>	Hibiscus	5-Gal	Showy
<i>Juniperus c. Prostrata</i>	Prostrate Juniper	5-Gal	Horizontal
<i>Lantana Confetti</i>	Lantana	5-Gal	Showy
<i>Nerium 'Petite Pink'</i>	Oleander	5-Gal	Showy
<i>Photinia fraseri</i>	Photinia	5-Gal	Mass
<i>Pittosporum t. varieg</i>	Mock orange	5-Gal	Mass
<i>Pittosporum Wheeleri</i>	Dwf. Mock orange	5-Gal	Mass
<i>Raphiolepis 'Clara'</i>	Hawthorn	5-Gal	Mass
Vines			
<i>Bougainvillea sp.</i>	Bougainvillea	5-Gal	
<i>Ficus pumila</i>	Creeping Fig	1-Gal	
<i>Trachelospermum</i>	Star Jasmine	5-Gal	
<i>Parthenocissus</i>	Boston Ivy	1-Gal	
Groundcovers			
<i>Fragaria chiloense</i>	Strawberry	Flats	
<i>Potentilla verna</i>	Cinqfoil	Flats	
<i>Hedera helix Hahnii</i>	Hahns Ivy	Flats	
<i>Vinca minor</i>	Periwinkle	Flats	
<i>Marathon sod</i>	Lawns		

Appendix D:
ADDITIONAL
WASTEWATER
INFO MEMO

MEMO



To: Wendy Katagi, EIP Associates
From: Tom Carcelli
CC:
Date: 02/13/02
Re: JN 93.01 - Downey NASA Site
Additional Wastewater Info. Debrief.

Re: Expected sewage flows from Kaiser Site

Contact: John Lee at Greenbergfarrow

Greenbergfarrow anticipates that the average wastewater flows based upon the proposed Kaiser hospital, medical office building, central plant and museum will be 0.3751 cfs, or approx. 242,000 gallons per day (0.242 mgd).

The wastewater will be collected onsite and outlet into Imperial Highway through a proposed 12-inch sewer line. It is also proposed that this line will run westerly toward Clark Avenue to connect to the existing 21-inch County Sanitation District of Los Angeles County sewer, called the Downey-Bellflower Trunk Sewer.

Within Imperial Highway there is an existing 8-inch sewer line that, according to the city, does not fully serve the frontage of the proposed Kaiser site. Since the proposed sewer line from the Kaiser site will be a 12-inch line, it is anticipated that a new line of at least 12-inch diameter will need to be constructed along Imperial Highway westerly from the proposed point of connection for the Kaiser site to the existing 21-inch Downey-Bellflower Trunk Sewer.

The 21-inch trunk sewer should be able to handle the proposed flows from the Kaiser site. It was previously reported that the Downey-Bellflower Trunk Sewer has a design capacity of 3.4 to 4.7 mgd along the frontage of the project site. When last measured in 1993, the actual sewer peak flow was 2.6 mgd. Any additional wastewater flows to the Downey-Bellflower Trunk Sewer will also be alleviated by any wastewater from the proposed site in the northeast and east being directed to Bellflower Blvd.

Re: Capacity of the Foster Road Trunk Sewer

Contact: Ruth Fazen

The nearest portion of the Foster Road Trunk Sewer to the proposed site is at Bellflower and Adoree. At this point the Trunk Sewer is a 27-inch line and has a design capacity of 9.1 mgd. When flows were last measured in this area, the actual sewer flow was 3.7 mgd. It should be noted that both the Downey-Bellflower Trunk Sewer and the Foster Road Trunk Sewer outlet into the Joint Water Pollution Control Plant (JWPCP) located in the city of Carson. We had previously reported that the JWPCP design capacity is 385 mgd and is currently processing an average flow of 334 mgd. Ruth has updated the average processing flow to 324.5 mgd. Therefore, it appears that there is no negative impact to treatment capacities as well.

Appendix E:
TIERRA LUNA
MARKETPLACE
SIGNAGE

PROPOSED EXTERIOR SIGNAGE LEGEND

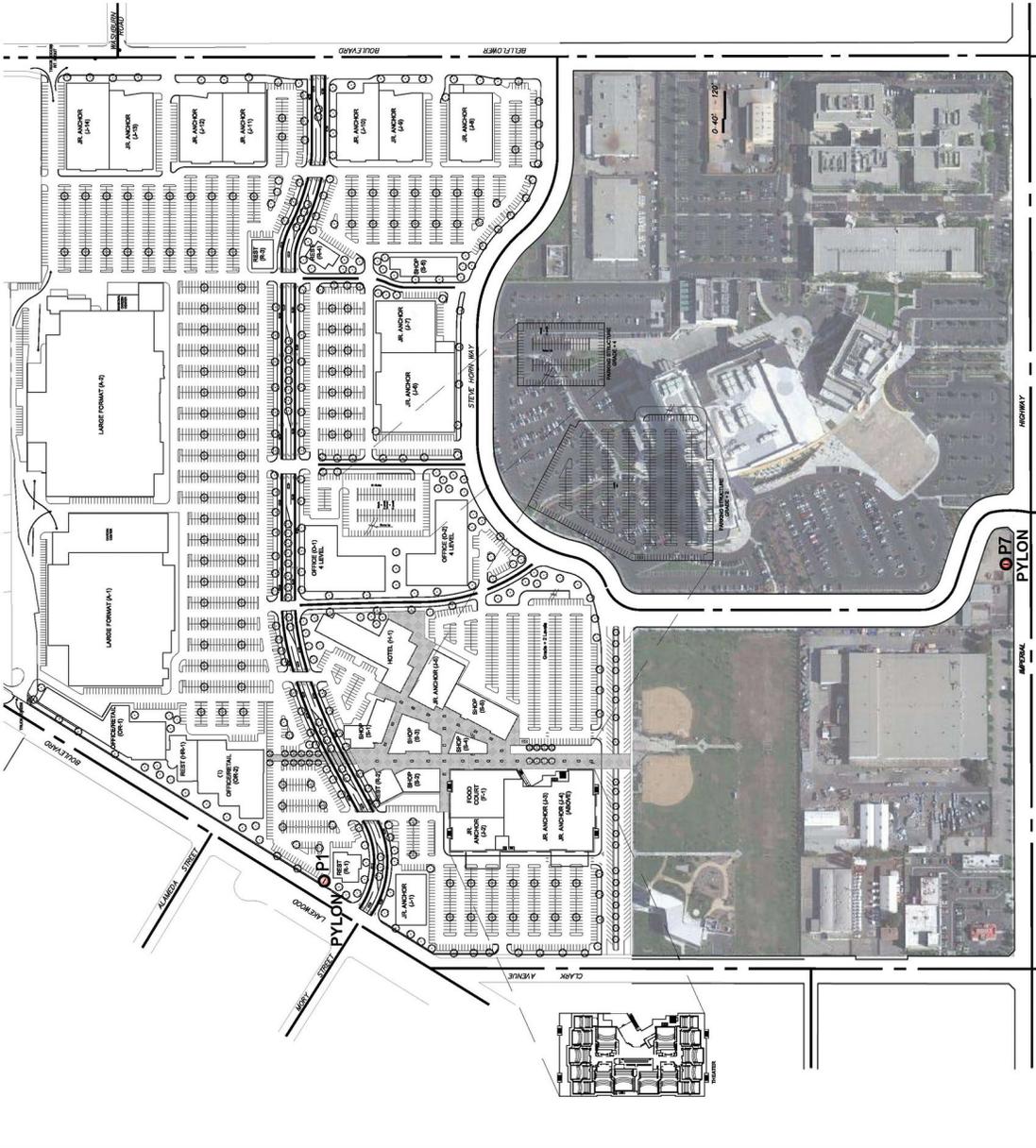
 P PYLON SIGN

PYLON SIGNS

P1 PYLON, 80'-0"X20'-0"
 P7 PYLON, 80'-0"X20'-0"

NOTES

1. SIGNAGE TO BE CHANNEL LETTERS, INTERNALLY ILLUMINATED, HALO LIT, PINNEOFF BUILDING FACE
2. SIGNAGE SHALL NOT BE CAN LETTERS OR PLEXI SHEETS



VICINITY MAP 1
 TOTAL DIGITAL PYLON SIGNAGE: 8800 SF
 SCALE: N.T.S.

PROPOSED EXTERIOR SIGNAGE LEGEND

- M MONUMENT SIGN
- P PYLON SIGN
- W HISTORIC WALK KINETIC SIGN

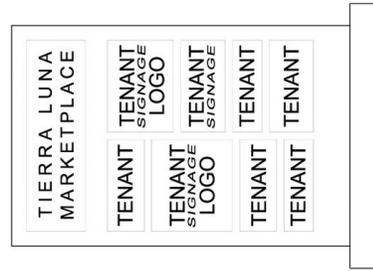
NOTES

1. ALL SIGNAGE SHALL BE CHANNEL LETTERS, INTERNALLY ILLUMINATED, 1/4" OUT-PRINT/OFF BUILDING FACE
2. SIGNAGE SHALL NOT BE CAN LETTERS OR PLEX SHEETS

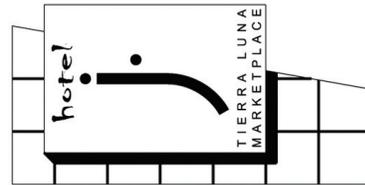




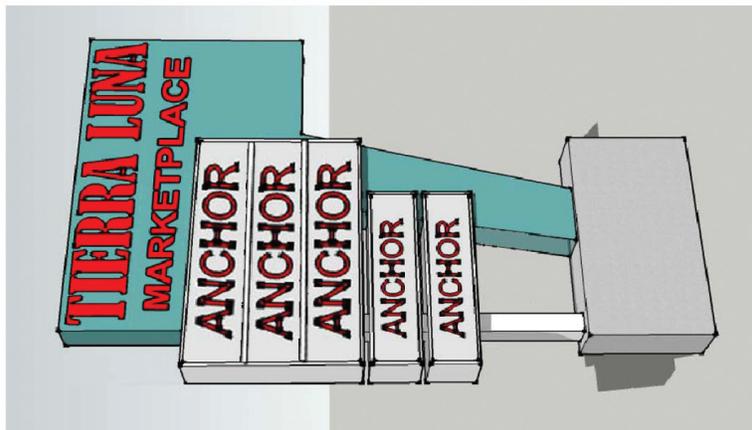
PROJECT MONUMENT
 SECONDARY MONUMENT DIRECTIONAL SIZE: 12'-6" X 7'-0"
 QUANTITY: 21 SF: 87.5 SF/SIDE
 NOTE: MONUMENTS ARE TWO SIDED (176 SF TOTAL)



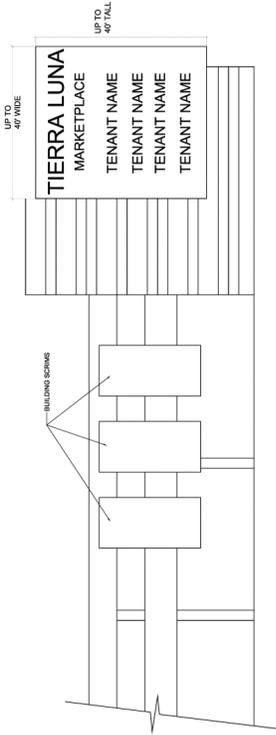
PROJECT IDENTIFICATION-LOW PYLON SIZE: 25'-0" X 15'-0"
 QUANTITY: 1 SF: 375/SIDE



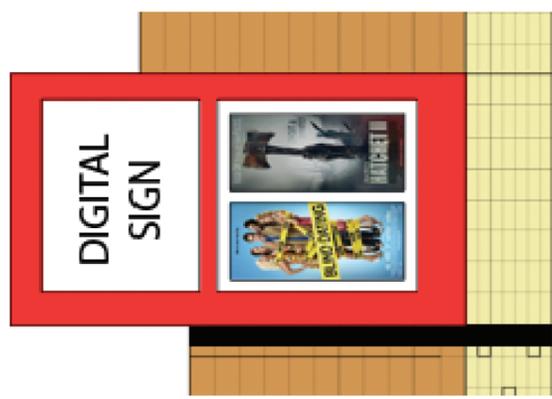
HOTEL - LOW PYLON SIZE: 17'-0" X 10'-0"
 QUANTITY: 1 SF: 73.5/SIDE



PROJECT IDENTIFICATION - PYLON SIZE: 20'-0" X 80'-0"
 QUANTITY: 2 SF: 1500/SIDE



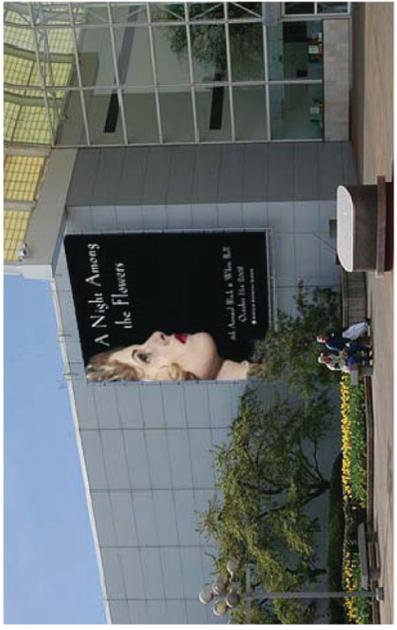
TOWER SIGNAGE - PARKING STRUCTURE
 QUANTITY: 1
 SIZE: 40'-0" X 40'-0"
 SF: 1600



TOWER SIGNAGE/THEATER
 QUANTITY: 1
 SIZE: 105'-0" X 40'-0"
 SF: 4200 S.F.



HISTORIC WALK KIOSK
 QUANTITY: 8
 SIZE: 3'-0" X 5'-0"
 SF: 15



BUILDING SCRIMS
 QUANTITY: 1
 SIZE: 10'X20'
 SF: 200

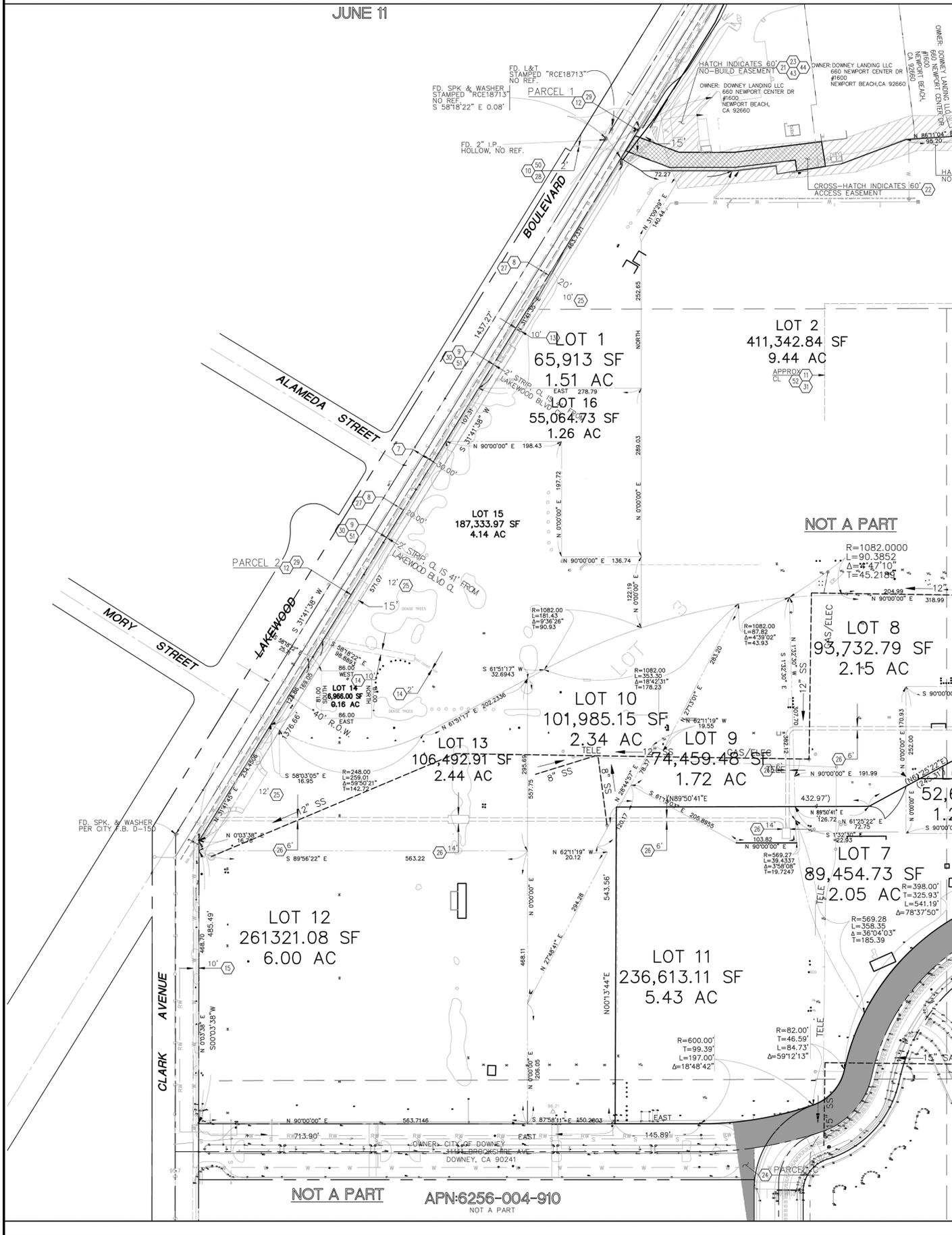
Appendix F:
TIERRA LUNA
MARKETPLACE
PARCEL MAP

Tentative Parcel Map No. 71

City of Downey, County of Los Angeles, State of California

THE LAND REFERRED TO HEREON IS DESCRIBED AS THOSE PORTIONS OF LOT 2 AND LOT 3 OF FRACTIONAL SECTION 10, TOWNSHIP 35 NORTH, RANGE 26 WEST, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS RECORDED IN BOOK 1, PAGE 502 OF MISCELLANEOUS RECORDS, RECORDED IN THE OFFICE OF THE COUNTY CLERK, COUNTY OF LOS ANGELES, CALIFORNIA.

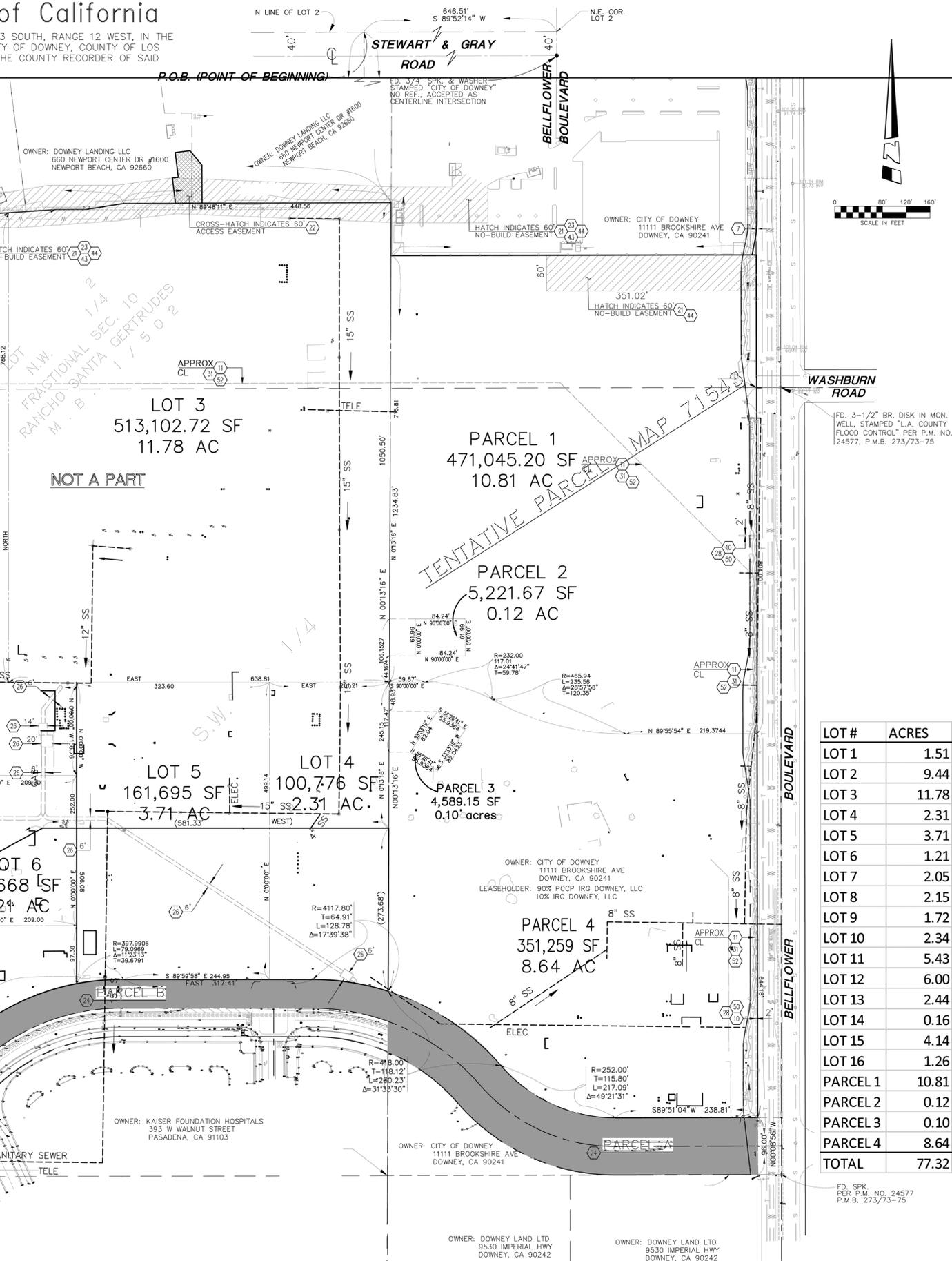
JUNE 11



71543

of California

3 SOUTH, RANGE 12 WEST, IN THE
 COUNTY OF DOWNEY, COUNTY OF LOS
 ANGELES, THE COUNTY RECORDER OF SAID



LOT #	ACRES
LOT 1	1.51
LOT 2	9.44
LOT 3	11.78
LOT 4	2.31
LOT 5	3.71
LOT 6	1.21
LOT 7	2.05
LOT 8	2.15
LOT 9	1.72
LOT 10	2.34
LOT 11	5.43
LOT 12	6.00
LOT 13	2.44
LOT 14	0.16
LOT 15	4.14
LOT 16	1.26
PARCEL 1	10.81
PARCEL 2	0.12
PARCEL 3	0.10
PARCEL 4	8.64
TOTAL	77.32

FD. SPK.
 PER P.M. NO. 24577
 P.M.B. 273/73-75

Madison

CIVIL ENGINEERING LAND SURVEYING

1240 E. ONTARIO AVE. #102-142 CORONA, CA 92881 951-371-7956 951-371-7248 FAX

PC	SHEET
DRAWN BY	2
PC	6
CHECKED BY	4
P/C	SHEETS
REF BOOK	JOB NO
	ENG-1277

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Appendix G:
TIERRA LUNA
MARKETPLACE
TENTATIVE
TRACT MAP

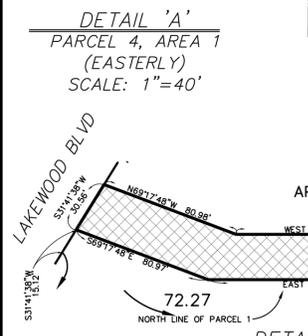
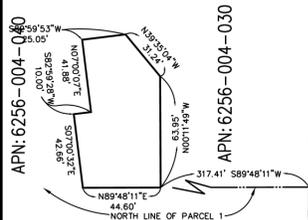
Tentative Tract Map No. 71

City of Downey, County of Los Angeles, State of California

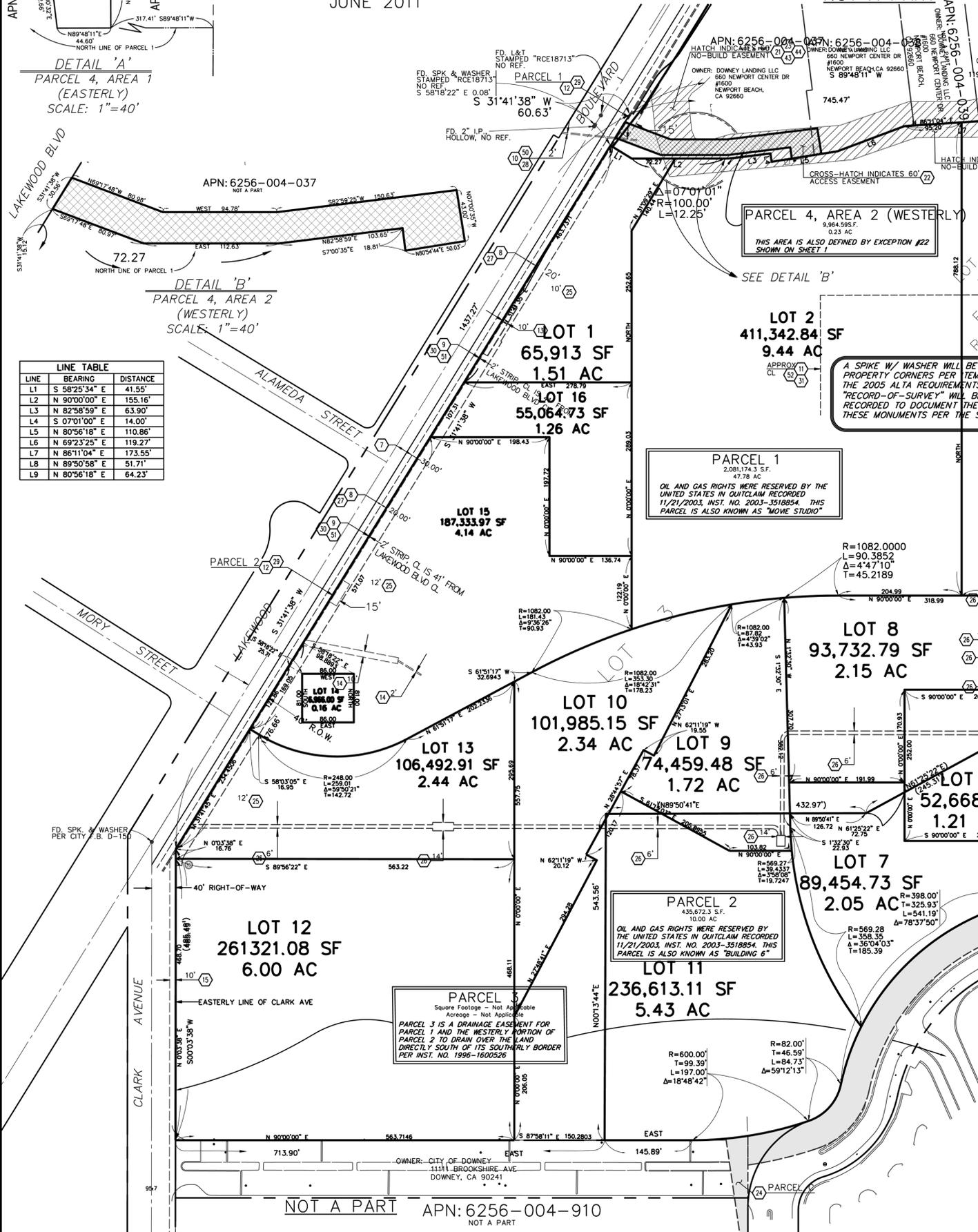
THE LAND REFERRED TO HEREON IS DESCRIBED AS THOSE PORTIONS OF LOT 2 AND LOT 3 OF FRACTIONAL SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 WEST, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS RECORDED IN BOOK 1, PAGE 502 OF MISCELLANEOUS RECORDS, RECORDED IN THE OFFICE OF THE COUNTY CLERK.

JUNE 2011

NOT A PART



LINE	BEARING	DISTANCE
L1	S 58°25'34" E	41.55'
L2	N 90°00'00" E	155.16'
L3	N 82°58'59" E	63.90'
L4	S 07°01'00" E	14.00'
L5	N 80°56'18" E	110.86'
L6	N 69°23'25" E	119.27'
L7	N 86°11'04" E	173.55'
L8	N 89°50'58" E	51.71'
L9	N 80°56'18" E	64.23'



SOUTH, RANGE 12 WEST, IN THE
Y OF DOWNEY, COUNTY OF LOS
THE COUNTY RECORDER OF SAID

APN: 6256-004-040 P.O.B. (POINT OF BEGINNING)

PARCEL 4, AREA 1 (EASTERN)

APN: 6256-004-035

3,663.12 S.F.
0.08 AC

THIS AREA IS ALSO DEFINED BY EXCEPTION #22
SHOWN ON SHEET 1

OWNER: DOWNEY LANDING LLC
660 NEWPORT CENTER DR #1600
NEWPORT BEACH, CA 92660

OWNER: DOWNEY LANDING LLC
660 NEWPORT CENTER DR #1600
NEWPORT BEACH, CA 92660

CROSS-HATCH INDICATES 60'
ACCESS EASEMENT

HATCH INDICATES 60'
NO-BUILD EASEMENT

HATCH INDICATES 60'
NO-BUILD EASEMENT

HATCH INDICATES 60'
NO-BUILD EASEMENT

APPROX CL

SEE DETAIL 'A'

LOT 3
513,102.72 SF
11.78 AC

PARCEL 1
471,045.20 SF
10.81 AC

PARCEL 2
5,221.67 SF
0.12 AC

PARCEL 3
4,589.15 SF
0.10 acres

PARCEL 4
351,259 SF
8.64 AC

PARCEL 5
19.58 AC

LOT 4
100,776 SF
2.31 AC

LOT 5
161,695 SF
3.71 AC

OWNER: KAISER FOUNDATION HOSPITALS
393 W WALNUT STREET
PASADENA, CA 91103

OWNER: CITY OF DOWNEY
1111 BROOKSHIRE AVE
DOWNEY, CA 90241

LEASEHOLDER: 90% PCOP IRG DOWNEY, LLC
10% IRG DOWNEY, LLC

OWNER: DOWNEY LAND LTD
9530 IMPERIAL HWY
DOWNEY, CA 90242

OWNER: DOWNEY LAND LTD
9530 IMPERIAL HWY
DOWNEY, CA 90242

OWNER: CITY OF DOWNEY
1111 BROOKSHIRE AVE
DOWNEY, CA 90241

OWNER: CITY OF DOWNEY
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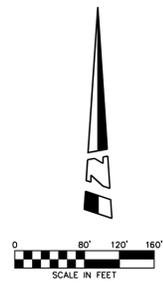
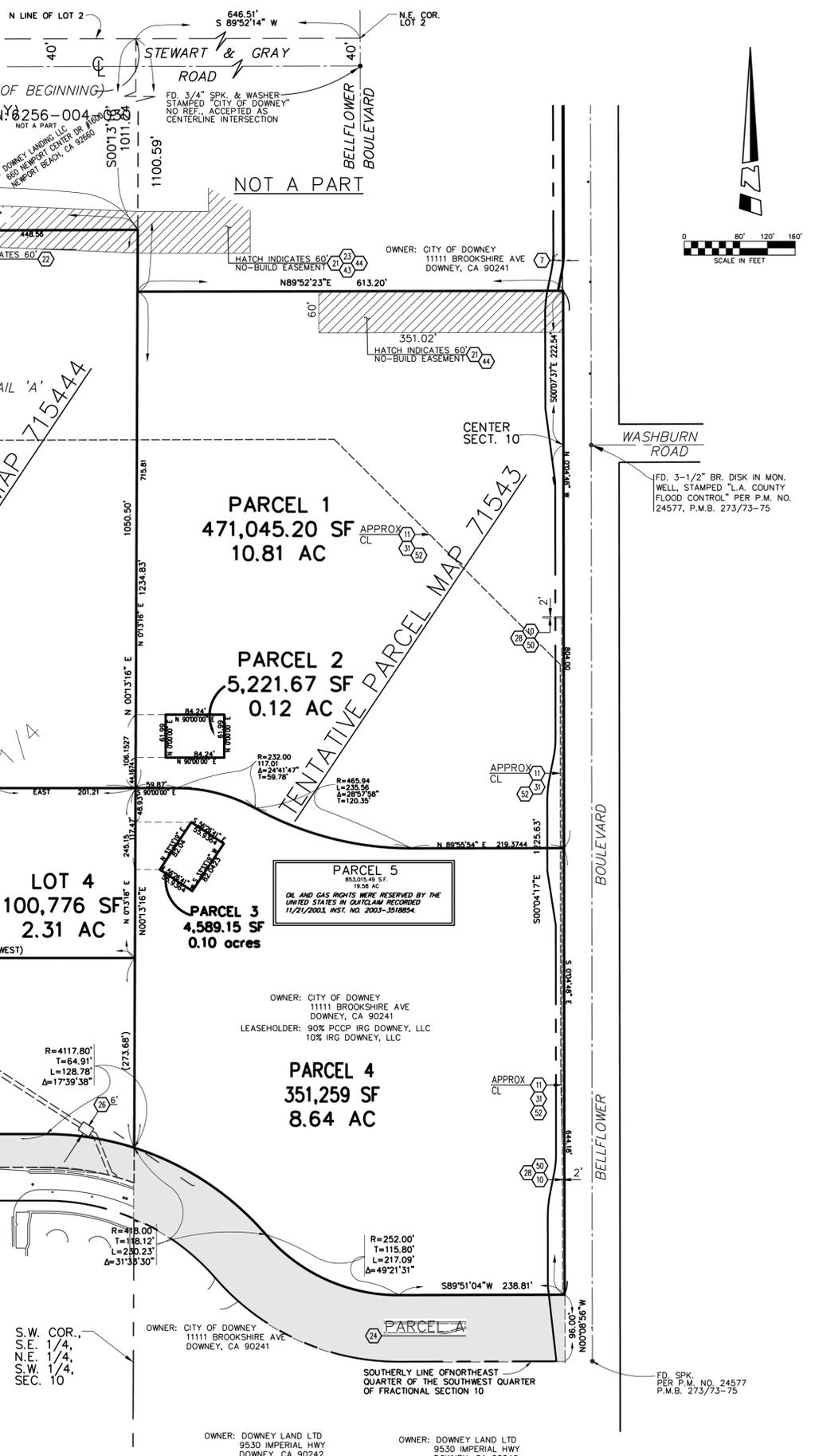
OWNER: CITY OF DOWNEY
1111 BROOKSHIRE AVE
DOWNEY, CA 90241

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DOWNEY, CA 90241

OWNER: CITY OF DOWNEY
1111 BROOKSHIRE AVE
DOWNEY, CA 90241



ANCHOR SANTA GERTRUDES
M.B. 1/502
RAGIONAL SEC. 10
1/4
SET AT ALL
#1, TABLE A, OF
A SUBSEQUENT
PREPARED AND
PLACEMENT OF
DIVISION MAP ACT.

TENTATIVE TRACT MAP 715444

TENTATIVE PARCEL MAP 71543

PARCEL 5
19.58 AC
OIL AND GAS RIGHTS WERE RESERVED BY THE
UNITED STATES IN QUICQUAM RECORDED
11/21/2003 INST. NO. 2003-3518854.

WASHBURN ROAD
FD. 3-1/2" BR. DISK IN MON.
WELL, STAMPED "L.A. COUNTY
FLOOD CONTROL" PER P.M. NO.
24577, P.M.B. 273/73-75

S.W. COR.,
S.E. 1/4,
N.E. 1/4,
S.W. 1/4,
SEC. 10

SOUTHERLY LINE OF NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER
OF FRACTIONAL SECTION 10

FD. SPK.
PER P.M. NO. 24577
P.M.B. 273/73-75

Madison CIVIL ENGINEERING - LAND SURVEYING 1240 E. ORLANDO AVE. #102-142 CORONA, CA 92881 951-371-7958 951-371-7248 FAX	PC	SHEET
	DRAWN BY	2
	CHECKED BY	4
	FIELD BOOK	SHEETS
	PC	JOB NO
	PDC	ENG-1277

Appendix H:
PROJECT
CREDITS

City of Downey

City of Downey
11111 Brookshire Avenue
Downey, CA 90241
(562) 904-7158

City of Downey City Council

Roger C. Brossmer, District 3, Mayor
David R. Gafin, District 1, Mayor Pro-Tem
Dn. Mario A. Guerra, District 2
Fernando Vasquez, District 4
Luis H. Marquez, District 5

City of Downey Planning Commission

Robert Kiefer, District 2, Chairman
Michael Murray, District 1, Vice Chair
Louis Morales, District 3
Ernie Garcia, District 4
Hector Lujan, District 5

City of Downey

Gerald M. Caton, City Manager
Gilbert A. Livas, Assistant City Manager
Brian T. Saeki, Community Development
Director
Mark Sellheim, Principal Planner

Tierra Luna Marketplace

(Project Applicant)

Manarino Realty

Robert Manarino, Principal
(949) 748.7800
bobmanarino@manarinorealty.com

Consultants for City of Downey**Specific Plan - Practice of Rhett Beavers**

Rhett Beavers, ASLA, Principal
(213) 663.6820
rbeavers@roadrunner.com

EIR – Christopher A. Joseph Associates

Stacie Henderson, Senior Project Manager
(310) 473-1600
stacie@ceqa-nepa.com

Traffic – Linscott, Law & Greenspan, Engineers

David Shender, Manager
(626) 796-2322

Economic Advisors – Tierra West Advisors, Inc.

John Yonia, Principal Advisor
(323) 265-4400
jyonia@tierrawestadvisors.com

Consultant Team for Manarino Realty**Master Planning/Architecture – Trace**

Keith Ray, Vice President
(949) 221-1183
kray@tracedd.com

Civil Engineering – Madison Engineering

Patrick Crask, P.E., Principal
(951) 253-5488
patrick@madisoneng.com

Attorneys – Allen Matkins

Sonia Ransom, Attorney
(415) 873-1515
sransom@allenmatkins.com
Heather Riley, Attorney
(619) 233-1155
hriley@allenmatkins.com