

February 27, 2019

WHEREAS, on May 9, 2018, City Council adopted a Comprehensive Housing Policy Manual (Policy) that set citywide production goals for homeownership and rental units for the next three years along with respective income bands that will be prioritized within the production goals and also set forth various programs, tools and strategies to be used to meet the production goals while also overcoming concentrations of poverty and racial segregation by Resolution No. 18-0704; and

WHEREAS, on November 28, 2018, City Council adopted certain amendments to the Policy in order to correct inconsistencies and to facilitate effective implementation by Resolution No. 18-1680; and

WHEREAS, on January 24, 2018, City Council supported the 2018 Texas Department of Housing and Community Affairs' (TDHCA) 9% low-income housing tax credit application for the development at 2400 Bryan Street and authorized a line of credit agreement in the amount of \$500.00 for a commitment of development funding by Resolution No. 18-0219; and

WHEREAS, on August 30, 2018, the City issued a Notice of Funding Availability in accordance with the Policy and 2400 Bryan Street, LLC submitted an application for gap financing and received a fundable score; and

WHEREAS, on January 25, 2019, the City of Dallas Housing Finance Corporation Board of Directors at its Board meeting approved entering into an agreement to purchase and own the land, enter into a long-term ground lease, and taking an ownership interest in 2400 Bryan Street, LLC; and

WHEREAS, the proposed development is located in the East Downtown Redevelopment target area, one of the 15 approved Reinvestment Strategy Areas in the Policy, and the proposed development is a mixed use, mixed-income multifamily residential development with 10,000 square feet of retail space providing 49% of the total units at market rate and 51% of the total units to households earning 60% or below of Area Median Income including units designated for tenants earning 30% and 50% of Area Median Income and provides future residents with access to opportunities such as transit, retail and jobs.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

February 27, 2019

SECTION 1. That the City Manager is hereby authorized to execute **(1)** a development loan agreement in an amount not to exceed \$13,026,943.00 (comprised of \$3,605,570.00 in HOME Investment Partnerships Program (HOME) Funds, \$6,000,000.00 in City of Dallas Public/Private Partnership (P/PP) Funds, and \$3,421,373.00 of Community Development Block Grant (CDBG) Funds; **(2)** a conditional grant agreement in an amount not to exceed \$973,057.00 in 2012 General Obligation Bond (GO Bond) Funds; and **(3)** all other necessary documents, including, but not limited to promissory note, deed of trust, and deed restrictions to effectuate the transaction with 2400 Bryan Street, LLC or affiliate thereof for the development of a mixed-use, mixed-income multifamily residential development located at 2400 Bryan Street, approved as to form by the City Attorney.

SECTION 2. That the City of Dallas Housing Finance Corporation is authorized to purchase and own the land, enter into a long-term ground lease with 2400 Bryan Street, LLC, and take an ownership interest in 2400 Bryan Street, LLC.

SECTION 3. That the conditional grant agreement, loan agreement, and all related documents will include the terms and conditions listed in the development term sheet, attached hereto as **Exhibit B**.

SECTION 4. That the City Manager is hereby authorized to execute each of the agreements described herein including any financing and associated documents related to the conditional grant agreement and loan agreement, subordinations to the senior lender for a loan in a greater amount, and release of liens and termination of deed restrictions on the property upon satisfaction of all applicable conditions, approved as to form by the City Attorney. The Director of Housing and Neighborhood Revitalization and the Director of the Office of Economic Development may extend deadlines by up to one year.

SECTION 5. That the Chief Financial Officer is hereby authorized to encumber funds and disburse funds to 2400 Bryan Street, LLC, Vendor VC18122, as the City receives and reviews reimbursement requests and related supporting documentation submitted by 2400 Bryan Street, LLC for eligible expenditures and accepts supporting evidence as defined in the agreements for the total amount not to exceed \$14,000,000.00 from funding sources listed and described below:

| <u>Fund</u> | <u>Unit</u> | <u>Object</u> | <u>Program</u> | <u>Amount</u> |
|-------------|-------------|---------------|-------------------|----------------|
| CD18 | 810C | 3015 | NOFA18 2400 BRYAN | \$2,156,044.00 |
| CD18 | 801C | 3015 | NOFA18 2400 BRYAN | \$1,265,329.00 |
| HM17 | 275B | 3015 | NOFA18 2400 BRYAN | \$3,605,570.00 |
| 3U53 | NEW | 3016 | NOFA18 2400 BRYAN | \$ 580,627.00 |
| 2U53 | NEW | 3016 | NOFA18 2400 BRYAN | \$ 392,430.00 |
| 0352 | 1879 | 3015 | NOFA18 2400 BRYAN | \$6,000,000.00 |

February 27, 2019

SECTION 6. That Pursuant to Section 3 of this resolution, a \$6,000,000.00 Chapter 380 loan will be made upon the execution of the loan documents and the terms and conditions related to this loan as referenced in Exhibit B for a term of 15 years from execution of said loan document, then the Chief Financial Officer is hereby authorized to encumber and disburse loan funds to developer 2400 Bryan Street, LLC, Vendor VC18122 in a total amount not to exceed \$6,000,000.00 in accordance with the terms and conditions of the loan documents from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit 1879, Object 3015, Activity PPPF, Program NOFA18 2400Bryan, Encumbrance/Contract No. HOU-2019-00009571.

SECTION 7. That Pursuant to Sections 3 and 5 of this resolution, once loan documents are signed and loan funds disbursed, that the Chief Financial Officer be and is hereby authorized to set up the respective notes receivable for the principal in the Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet Account 023D notes receivable and deferred revenue Balance Sheet Account 0898 in the respective amounts of the loan disbursements up to a total not to exceed \$6,000,000.00 related this portion of the developer's loan.

SECTION 8. That Pursuant to Sections 3 and 5 of this resolution, that the Chief Financial Officer is hereby authorized to receive and deposit loan principal repayment from developer 2400 Bryan Street, LLC (as per Exhibit B) in the Public/Private Partnership Fund, Fund 0352, Department ECO, Unit 1879, Revenue Source 847G, and reverse the notes receivable for the principal Balance Sheet Account 023D and deferred revenue respective Balance Sheet Account 0898 in Fund 0352 for repayment of the principal amount not to exceed \$6,000,000.00 of the loan.

SECTION 9. That Pursuant to Sections 3 and 5 of this resolution, once loan documents are signed and loan funds disbursed, that the Chief Financial Officer be and is hereby authorized to set up an interest receivable for the interest in the Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet Account 028E interest receivable and deferred revenue Balance Sheet Account 0898 annually in the amount specified in Exhibit B for the interest for that corresponding year during the loan period as per the loan agreement provisions specified in Exhibit B.

SECTION 10. That Pursuant to Sections 3 and 5 of this resolution, that the Chief Financial Officer is hereby authorized to receive and deposit loan interest payment amounts from developer 2400 Bryan Street, LLC (as per Exhibit B) in the Public/Private Partnership Fund, Fund 0352, Department ECO, Unit 1879, Revenue Source 847H, and reverse the interest receivable Balance Sheet Account 028E and deferred revenue Balance Sheet Account 0898 in the Public/Private Partnership Fund, Fund 0352 for repayment of interest amounts of the loan annually for the amount of interest specified in Exhibit B.

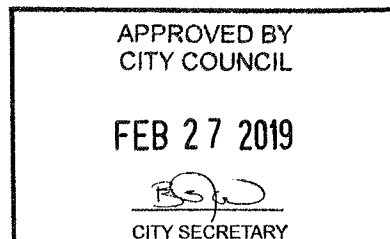
190360

February 27, 2019

SECTION 11. That the City Chief Financial Officer is hereby authorized to record notes receivable - developers loan in Balance Sheet Account 033F and deferred revenue-home loans in Balance Sheet Account 0859 in fund CDBG, HOME and P/PP for the amount of the loan.

SECTION 12. That this resolution does not constitute a binding agreement upon the City or subject to the City to any liability or obligation until such time as the loan and conditional grant documents are duly approved by all parties and executed.

SECTION 13. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.





190360

Exhibit B

**TERM SHEET
2400 Bryan Street
February 27, 2019**

**PROPOSED DEVELOPMENT LOAN AGREEMENT AND
CONDITIONAL GRANT AGREEMENT**

This Term Sheet is being issued to outline the City of Dallas' ("City") general intent to provide project financing for a development proposal known as 2400 Bryan Street. It is based on the City's initial review of the application submitted to the City in October 2018.

For proposed (1) one or more development loan agreements with the City in a total amount not to exceed **\$13,026,943.00** (Comprised of **\$3,605,570.00** in HOME Investment Partnerships Program ("**HOME**") funds, **\$6,000,000.00** in City of Dallas Public/Private Partnership funds, and **\$3,421,373.00** of Community Development Block Grant ("**CDBG**") funds, secured by one or more subordinate liens and (2) a conditional grant agreement in a total amount not to exceed **\$973,057.00** in 2012 General Obligation Bond funds ("**GO Bond**") in the form of a conditional grant to 2400 Bryan Street, LLC, a Texas limited liability company, for the development of the 2400 Bryan Street a mixed use, mixed income development in East Downtown Dallas. The final terms and conditions of these funding amounts and sources are subject to final underwriting completed by the City and nothing herein should be construed as a final commitment of funds.

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| <u>LENDER/GRANTEE</u> | City of Dallas (" City "). |
| <u>BORROWER/GRANTOR</u> | 2400 Bryan Street, LLC, a Texas limited liability company (" 2400 Bryan "). |
| <u>DEVELOPER</u> | RMGM Bryan Street, LLC or RMGM Developers, LLC, both affiliates of Matthews Southwest, Inc. (" RMGM "). |
| <u>GUARANTOR</u> | All underlying principals affiliated to RMGM to provide guarantees for the Development Loan and Conditional Grant Agreements. Completion Guaranty: RMGM shall provide full, unconditional guarantees of completion and repayment for 2400 Bryan. Operating Deficit Guaranty: RMGM guarantees to fund operating deficits by making loans to 2400 Bryan in accordance with terms as provided by the Project's senior permanent lender and its Limited Partner. |
| <u>USE/PROJECT DESCRIPTION</u> | Certain acquisition and construction costs for the development of 2400 Bryan Street, a new mixed-use and mixed-income project consisting of approximately 217 -units of residential and 10,000 sq. ft. of commercial space including amenities and structured parking, as shown on the attached Exhibit "A" - Site Location (the " Development "). |
| <u>LOAN(S) AND CONDITIONAL GRANT</u> | Amount not to exceed \$3,605,570.00 in HOME funds, \$6,000,000.00 in City Public/Private Partnership funds, and \$3,421,373.00 in CBDG funds, (the " Loan ") for eligible expenses to be more particularly described in the Development Loan Agreement(s) (the " Loan Agreement ") and the Loan Documents as defined below. Amount not to exceed \$973,057.00 GO Bond funds (the " Grant ") for eligible expenses to be more particularly described in the Conditional Grant Agreement (the " Grant Agreement ") and the Grant Documents as defined below. |



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| | The total maximum amount of the City's Loan and Grant is \$14,000,000.00 . Final amount of each source and the final terms of each agreement is subject to final underwriting. |
| <u>INTEREST RATE (LOANS)</u> | 1% simple annual interest |
| <u>TERMS OF DEVELOPMENT LOANS AND CONDITIONAL GRANT AGREEMENTS</u> | <ul style="list-style-type: none"> i. The term of the Loan Agreements and Grant Agreement is 15 years beginning from the effective date. ii. The term of the Loan and Grant will be coterminous with the senior lender which is 15 years beginning on the date of the Loan Documents and ends on the maturity date defined in the Loan and Grant Documents. iii. The Grant Documents securing performance will be released once all terms and conditions of the Grant Agreement and Documents are met. iv. The Loan will be fully repayable, as set forth below. |
| <u>PAYMENT/REPAYMENT</u> | <ul style="list-style-type: none"> i. Principal payments will be deferred until the anticipated deferred developer fee is retired, and when sufficient surplus cash will be available for distribution to the DHFC. At such time, 2400 Bryan shall commence repayment of the City's Loan with accrued interest based an amortization schedule that is coterminous with the senior lender which is 35 years. ii. Interest only payments will be made from available cash flow and begin 30 days after conversion from construction financing to permanent financing as defined in the Loan Agreement. iii. Equal annual installments of principal and accrued interest begin 30 days after repayment of the deferred developer fee as defined in the Loan Agreement. Payments will thereafter be due annually on the anniversary date of the first payment. All unpaid principal and interest will be due on the Final Payment Date in the Loan Documents. iv. After repayment of the Loans, all Deed Restrictions and Deeds of Trust will continue to secure the Borrower's performance of the requirements described in the Loan Agreement, Grant Agreement and, Loan Documents until termination of the 20-year Affordability Period with the exception of the Deed Restriction for the 15-year Voucher Period as defined below. v. The Loans may be prepaid, in whole or in part at any time and from time to time, without penalty; provided however, the performance of the Loan requirements will continue throughout the Affordability Period and Voucher Period as defined in the Loan Agreements. vi. The remaining balance of the Loans plus interest based on current applicable interest rates is immediately due and payable upon sale, refinancing, or transfer of the Development or upon maturity. |
| <u>COMPLETION DEADLINE</u> | The Development must be complete, and units placed in service by January 31, 2021 . |
| <u>PENALTY AND DEFAULT PROVISION</u> | Borrower shall comply with all the terms and provisions of the Loan Documents. If the Borrower does not comply or if the Borrower defaults under the terms of Loan |



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| | <p>Documents and does not cure said defaults during the cure period provided in the Loan Documents, interest on the unpaid principal Loan amount will thereafter accrue at a rate of 500 basis points (5%) over the interest rate in the Promissory Note and be immediately payable in addition to the entire outstanding principal Loan amount.</p> |
| <p><u>COLLATERAL AND LOAN/GRANT DOCUMENTS</u></p> | <p>The Loan Agreements, Grant Agreement, Promissory Note for the Loans, Deeds of Trust to secure payment and performance, and Deed Restrictions collectively the ("Loan Documents" and/or "Grant Documents").</p> <p>Deed Restrictions shall be senior to all other project financing and will be recorded to secure the 20-year Affordability Period for the Affordable Units and 15-year Voucher Period for the Voucher Units, as defined below, regardless of any prepayment of the Loans. The Loans and Grant will be subordinate to the construction/permanent financing for the Development only.</p> <p>In order to secure payment and performance of the City's Loans and Grant, one or more Deeds of Trust will be filed against the property, including the leasehold and all improvements. The City's lien or liens may only be subordinate to a financial institution's superior lien for a loan in a greater amount. In the event, subordination agreements are required, the City agrees to provide in a form acceptable to the City and agrees not to unreasonably withhold them.</p> |
| <p><u>DRAW PERIOD AND ELIGIBLE EXPENSES</u></p> | <p>Borrower will be entitled to make draw requests, on a reimbursable basis, during the Loan and Grant Agreements term. Draws will only be approved for eligible costs in accordance with the following regulations:</p> <ul style="list-style-type: none"> i. For HOME, 24 CFR Part 92.206 ii. For CDBG, 24 CFR Part 570.201 iii. For City of Dallas GO Bond funds, capitalized costs only, applicable bond propositions, Chapter 380 Texas Local Government Code iv. For Public/Private Partnership funds, City of Dallas Public/Private Partnership Program, Chapter 380 Local Government Code <p>Draws will occur as scheduled in the Loan and Grant Agreements. City will disburse funds upon receipt of satisfactory documentation and due diligence review and approvals which approval shall not be unreasonably withheld, delayed or conditioned. The City must be provided with copies of all contractor invoices and provided reasonable notice of monthly draw inspections during the construction period. City staff will participate in all draw reviews whether or not the specific draw is being funded with City funds or other project funds and conduct inspections to ensure that the project is progressing and that work completed is consistent with all applicable Loan and Grant requirements.</p> <p>Acquisition and hard construction costs as specified in the Loan and Grant Agreements and in accordance with U.S. Department of Housing and Urban Development ("HUD") Regulations.</p> |



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| <p><u>RESERVES REQUIREMENT</u></p> | <p>City requires capitalized operating reserves equal to at least 3 months of underwritten operating expenses, replacement reserve deposits, and amortizing debt service must be included in the development budget.</p> <p>City requires a lease-up reserve to cover operating deficits following the completion of construction based on project's lease-up and cash flow modeling.</p> <p>The 2400 Bryan will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) \$250 per unit, (ii) the amount required by the equity investor, or (iii) the amount as required by the permanent lender. Pro-rata annual contributions will commence with construction completion.</p> |
| <p><u>AFFORDABILITY/ AFFORDABILITY PERIOD</u></p> | <p>The Development is to provide 51% of the 217 units or ("Affordable Units") to households earning at or below 80% of Area Median Income ("AMI") as defined by HUD or ("Eligible Tenants"). Borrower must recertify household income of Eligible Tenants annually as described in the Loan and Grant Agreements.</p> <p>The Affordable Units must remain affordable to Eligible Tenants for a minimum of 20 years from the date the project status is changed to "complete" in HUD's IDIS project reporting system ("Affordability Period"). The remaining 49% of the 217 units will be market rate.</p> <p>In conformance with Dallas City Code, Borrower shall set aside at least 10% of the total units, which for this Development is 22 units ("Voucher Units"), and solely lease those units to holders of housing vouchers ("Voucher Holders"), including vouchers directly or indirectly funded by the federal government.</p> <p>The Voucher Units must be set aside to Voucher Holders for a minimum of 15 years from the date of initial leases-up of all Voucher Units to Voucher Holders ("Voucher Period")</p> <p>If the Affordable Units do not remain affordable for the 20-year Affordability Period and the Voucher Units set aside for the 15-year Voucher Period, then the CDBG, HOME, and Public/Private Partnership funds must be repaid to City or City will exercise all of its remedies under the Loan Documents and Grant Documents including, but not limited to foreclosure of the Development.</p> |
| <p><u>TENANT SOCIAL SERVICES/SUPPORTIVE SERVICES</u></p> | <p>Borrower will provide on-site tenant social services to the Development tenants as defined in the application for the tax credits. A supportive services fee will be assessed in an amount to be approved by the DHFC, which approval will not be unreasonably conditioned or delayed.</p> |
| <p><u>TENANT REQUIREMENTS AND RENTAL RATES</u></p> | <p>Borrower shall rent to Eligible Tenants and Voucher Holders. Additionally, in conformance with Chapter 20A of the City Code, Borrower shall not discriminate against holders of any housing vouchers, including vouchers directly or indirectly funded by the federal government or on the basis of race, religion, or national origin. Borrower shall rent in accordance with affirmative marketing standards and the current HUD Section 8 rental income guidelines.</p> <p>Borrower must use the maximum allowable rents for Affordable Units, including utility allowance, as set annually by HUD at:</p> <p>https://www.hudexchange.info/resource/reportmanagement/published/HOME_RentLimits_State_TX_2018.pdf</p> <p>Borrower must use maximum allowable rents for Voucher Units pursuant to the Walker settlement.</p> |



| | <p>Rental rates shall be less the utility allowances as required by written policy established by the City's Housing and Neighborhood Revitalization Department.</p> <p>The City shall approve the final rental rates and publish in accordance with CDBG regulations.</p> | | | | | | | | | | | | | | | | | | | | |
|---|---|-----------------------------|-----------|-----------|--|--|-------------------------------|-------------|------------|-----------|-----------|---|---|----|---|---|---------------------------------------|---|---|---|--|
| <p><u>PROPOSED HOME UNIT MIX</u></p> | <p>The Development will include 17 High HOME Units and 5 Low HOME Units, which count toward the Affordable Units as follows:</p> <table border="1" data-bbox="451 537 1472 865"> <thead> <tr> <th colspan="5" style="text-align: center;">PRELIMINARY UNIT MIX</th> </tr> <tr> <th style="text-align: center;">Proposed Units (217 total)</th> <th style="text-align: center;">23 – Studio</th> <th style="text-align: center;">123 – 1 BR</th> <th style="text-align: center;">58 – 2 BR</th> <th style="text-align: center;">13 – 3 BR</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">High HOME Units (17 out of the 217)*</td> <td style="text-align: center;">1</td> <td style="text-align: center;">11</td> <td style="text-align: center;">4</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Low HOME Units (5 out of the 217)*</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td></td> </tr> </tbody> </table> <p>*Final designation of HOME units and mix subject to final underwriting and cost certification upon completion.</p> <p>Affordable Units and Voucher Units must be dispersed throughout the residential floor area of each building, but may not be fixed to specific units and must float within each unit type. Affordable Units must be of identical finish-out and material as the market rate units. Tenants of Affordable Units or Voucher Units may not be restricted from common areas and amenities, unless the restriction applies to all tenants.</p> | PRELIMINARY UNIT MIX | | | | | Proposed Units (217 total) | 23 – Studio | 123 – 1 BR | 58 – 2 BR | 13 – 3 BR | High HOME Units (17 out of the 217)* | 1 | 11 | 4 | 1 | Low HOME Units (5 out of the 217)* | 1 | 2 | 2 | |
| PRELIMINARY UNIT MIX | | | | | | | | | | | | | | | | | | | | | |
| Proposed Units (217 total) | 23 – Studio | 123 – 1 BR | 58 – 2 BR | 13 – 3 BR | | | | | | | | | | | | | | | | | |
| High HOME Units (17 out of the 217)* | 1 | 11 | 4 | 1 | | | | | | | | | | | | | | | | | |
| Low HOME Units (5 out of the 217)* | 1 | 2 | 2 | | | | | | | | | | | | | | | | | | |
| <p><u>TITLE INSURANCE</u></p> | <p>Borrower will pay the cost of a lender's title policy insuring the total amount of the Loans and Grant.</p> | | | | | | | | | | | | | | | | | | | | |
| <p><u>GUARANTEES, PAYMENT AND PERFORMANCE BONDS</u></p> | <p>Borrower must provide payment and performance bonds or guarantees, or acceptable equivalent methods of guarantees to the City in the total amount of the construction of the Development as required by the federal regulations and the Comprehensive Housing Policy adopted by City Council, by Resolution Number 180704 and 181680, as amended ("CHP").</p> <p>If Borrower elects to provide a completion guaranty, Borrower shall execute a guaranty in favor of the City.</p> <p>City will accept being an additional obligee on payment and performance bonds furnished by Borrower to its construction lender.</p> | | | | | | | | | | | | | | | | | | | | |
| <p><u>CLOSING COSTS</u></p> | <p>The Loans and the Grant are to be closed at no cost to City. Borrower shall pay all costs associated with the Loan and Grant Documents including attorney's fees, filing fees, title company fees and other closing costs.</p> | | | | | | | | | | | | | | | | | | | | |
| <p><u>COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS</u></p> | <p>If it is determined by the City, HUD or other local, state or federal audit that use of all or any part of the HOME, CDBG, Public/Private Partnership, or GO Bond funds does not meet federal, state or local guidelines, Borrower will reimburse City for the costs determined to be ineligible and/or disallowed under the said audit.</p> <p>Development will meet the property standards in 24 CFR Part 92.251 and lead-based paint standards in 24 CFR Part 92.355 and 24 CFR Part 570.608, as well as City building codes and standards.</p> | | | | | | | | | | | | | | | | | | | | |



| | <p>Borrower must comply with Section 504 of the Rehabilitation Act of 1973. Section 504 requires 5% of the total dwelling units, or a minimum of 1 unit, whichever is greater, to be accessible for persons with mobility disabilities ("Mobility Disabled Units"). An additional 2% of the total dwelling units must be accessible for persons with hearing or visual disabilities ("Sensory Impaired Units"). The Mobility Disabled Units and Sensory Impaired Units may be comprised of the Affordable Units, Voucher Units, or market rate units. The Section 504 requirements for the Development are as follows:</p> <table border="1" data-bbox="454 535 1477 630"> <thead> <tr> <th data-bbox="454 535 966 583">Mobility Disabled Unit(s)</th> <th data-bbox="966 535 1477 583">Sensory Impaired Unit(s)</th> </tr> </thead> <tbody> <tr> <td data-bbox="454 583 966 630">11</td> <td data-bbox="966 583 1477 630">4</td> </tr> </tbody> </table> <p>Borrower must comply with displacement and relocation requirements at 24 CFR Part 92.353, 24 CFR Part 570.606, and 24 CFR Part 42.</p> <p>Borrower must certify that it is not currently listed on the Federal Excluded Parties List System for Award Management, www.sam.gov, ("SAM"). Borrower will comply with 2 CFR Part 200 which forbids the hiring or continuing to employ any contractor, subcontractor or vendor in the construction of the Development that is listed on SAM.</p> <p>Borrower must comply with and will ensure that its contractors comply with Section 3 of 24 CFR 135.38.</p> <p>Borrower must comply with all prescribed procedures regarding nondiscrimination and equal opportunity, affirmative marketing, displacement and relocation, labor relations, and conflict of interest provisions described in 24 CFR 92 subpart H, 24 CFR Part 92.504, 24 CFR Part 570 subpart K, 24 CFR Part 570.611, and all other applicable federal, state, and local laws and regulations.</p> <p>If applicable, Borrower must comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 276a-7) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards.</p> <p>Borrowers must comply with all applicable federal, state and local laws and regulations.</p> | Mobility Disabled Unit(s) | Sensory Impaired Unit(s) | 11 | 4 |
|---|---|---------------------------|--------------------------|----|---|
| Mobility Disabled Unit(s) | Sensory Impaired Unit(s) | | | | |
| 11 | 4 | | | | |
| <p><u>AUDITS/INSPECTIONS</u></p> | <p>City will conduct annual audits during the Affordability Period to ensure Affordability requirements. City will inspect Affordable Units every 2 years unless the City deems it necessary to inspect more frequently. Borrower shall allow City, HUD, State of Texas, the Comptroller General of the United States ("GAO"), and all other pertinent federal or state agencies or their designated representative the right to inspect records and property. Borrowers will maintain records according to the recordkeeping requirements outlined below.</p> | | | | |
| <p><u>INSURANCE REQUIREMENTS</u></p> | <p>Borrower must maintain insurance and provide coverages the City's Risk Management Department requires after it completes review of the full Development scope. If applicable insurance policies and required coverages are provided and the City's Risk Management Department approves, Borrower can, as applicable, name the City as an additional insured or loss payee on the insurance policies required by the equity investor and the permanent lender.</p> | | | | |
| <p><u>RECORDKEEPING</u></p> | <p>Borrower must maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received from the Loan and Grant pursuant to any other applicable federal, state, and/or local regulations establishing standards for financial management.</p> <p>At any reasonable time and as often as City may deem necessary, Borrower will make</p> | | | | |



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| | <p>available to City all of its respective records that are applicable and will permit City to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment, annual Eligible Tenant income verification, and all other data relating to the stated Use/Project Description.</p> <p>Borrower will provide monthly financial and beneficiary reports that will contain such records, data and information as City may request pertinent to matters covered by the Loan and Grant. Reports will be due to the Housing and Neighborhood Revitalization Department within 45 days of the end of the quarter. Borrower will provide any additional information as requested by the City within 10 days of date of request.</p> <p>At the City's option, Borrower may be required to obtain and submit an audit of project costs (i.e. cost certification) prepared by an independent Certified Public Account. The cost certification required by the Texas Department of Housing and Community Affairs may satisfy this requirement.</p> |
| <p><u>CONDITIONS TO LOAN AND GRANT FUNDING</u></p> | <p>This Term Sheet does not constitute a commitment of funds or site approval, and any commitment of funds or approval of the Loans or Grant may occur only upon satisfactory completion of the following items:</p> <ul style="list-style-type: none"> i. An environmental review conducted by City and completion of an Environmental Review Record and receipt by the City of an Authorization to use Grant Funds from HUD under 24 CFR Part 58. The environmental review may result in a decision by City to proceed with, modify or cancel the City's participation in the Development. If the Development is modified by Borrowers after receiving environmental approval, all work on the Development must stop until receiving authorization to proceed from City. Modifications to the Development that would require further environmental review include but are not limited to changes in location, elevations, site plans, or any other aspect of the project scope originally submitted for environmental approval. ii. Borrower is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the completion of environmental review and receipt of the Authorization to Use Grant Funds from HUD. Violation of this provision will result in the denial of HOME and CDBG funds. A Notice to Proceed from the City to Borrower will be issued when environmental clearance has been received. Any change in any aspect of the Development that was originally submitted for environmental review will result in the City determining in its sole discretion whether to make the HOME or CDBG Loan for the Development. iii. HUD Approval of Site and Neighborhood Standards per 24 CFR Parts 92.202 and 983.6(b). Borrowers must provide any relevant information required by HUD if a Neighborhood and Site Standards Study is required by HUD. iv. City determination that the Development is not over-subsidized with HOME funds as required by 24 CFR Part 92.250(b). v. City determination that the costs are reasonable as required by 2 CFR 200 subpart E. vi. Borrower must agree to all conditions to City Loans and Grant as required for |



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| | <p>Developer Programs under the CHP.</p> <p>vii. Submission of equity, construction and permanent financing for the Development in a form satisfactory to City.</p> <p>viii. Closing on equity and all other financing for the Development.</p> |
| <p><u>OTHER REQUIREMENTS</u></p> | <p>i. Construction must begin within 1 month of closing on all financing unless delayed by a force majeure event as defined in the Loan Documents and Grant Documents.</p> <p>ii. Borrower will be liable for and will promptly pay all fees it incurs, including expenses and charges incurred in connection with the negotiation and preparation of the documents governing or securing the Loans and Grant, and other expenses incurred in connection with the Development including appraisal and Texas Commission on Environmental Quality environmental fees, whether or not the Loans or Grant close.</p> <p>iii. Documentation must be acceptable in all respects to the City.</p> <p>iv. Credit Reports on all the principals of the Borrower with a 15% or greater ownership interest.</p> <p>v. Borrower agrees to provide all items as required for loan closing as outlined under Developer Programs under the CHP.</p> <p>vi. All construction contracts, plans, specifications, surveys, etc. must be acceptable to City and assigned as additional collateral. Approval is subject to review of plans, specifications and cost estimates.</p> <p>vii. Borrowers must agree to any reasonable terms and conditions in the Loan Documents and Grant Documents that are necessary to ensure that City and Borrowers remain in compliance with all federal, state and local laws, regulations and ordinances regarding or applicable to the Development.</p> <p>viii. Funds expended prior to the date of the resolution of City Council approving the Loans and Grant are not eligible for reimbursement.</p> <p>ix. Local Hiring. Borrower shall use and document best efforts to recruit and hire city of Dallas residents for any jobs created by the Development. Best efforts shall include a written plan to advertise locally and to participate in local job fairs/recruitment events. The plan shall be prepared, coordinated with, and approved by the Director of Housing and Neighborhood Revitalization to ensure broad publication to Dallas residents from all areas of the City of the employment opportunities available with the construction and operation of the Development.</p> <p>x. M/WBE. Borrower shall make a good faith effort to comply with the City's Business Inclusion and Development ("BID") goal of 25% participation by certified Minority/Women-owned Business Enterprises ("M/WBE") for all hard construction expenditures of the Development (i.e. public and private improvements) and meet all reporting requirements of the City of Dallas Office of Business Diversity.</p> |



- | | |
|--|--|
| | <p>xi. Urban Design. Borrower shall construct the Development (i.e. public and private improvements) in substantial conformance with the conceptual site plan and renderings provided to the City's Planning and Urban Design Department as shown in Exhibit "B" – Site Plan and Renderings or to any modification thereof subsequently approved by the Planning and Urban Design Department. The Urban Design Peer Review Panel ("UDPRP") is an independent group of professional designers selected by the City Manager with expertise in architecture, landscape architecture, engineering, and urban planning. Review by the UDPRP is required for all projects requesting City funding assistance. Following a formal review on January 19, 2018, the UDPRP provided advice for the Development, and on January 24, 2019, Developer/Borrower provided a response to the UDPRP's advice (see Exhibit "D"), thereby satisfying the initial requirement for urban design peer review related to Developer/Borrower's application for funding assistance. Prior to permit submittal to the City's Sustainable Development and Construction Department, Developer shall submit a set of permit drawings to the Planning and Urban Design Department for a staff review to ensure substantial conformance with the spirit and intent of the UDPRP advice in Exhibit "C" and the follow-up comment in Exhibit "E" made by the Planning and Urban Design Department on February 1, 2019. Allowable minor modifications may include those required for compliance with development regulations administered by the City's Sustainable Development and Construction Department. The Planning and Urban Design Department shall complete the staff review of permit drawings within 10 business days of submission.</p> |
|--|--|

Any funds disbursed will be subject to the City's receipt of satisfactory documentation and due diligence review and approval. This Term Sheet is confidential and is intended solely for the use of the Borrowers. No other person or parties have any rights whatsoever with respect to the above terms and conditions. These terms can be modified or other terms negotiated between the parties only upon mutual agreement. All terms are subject to final underwriting, review by the City's Economic Development and Housing Committee, and subsequent approval by City Council.

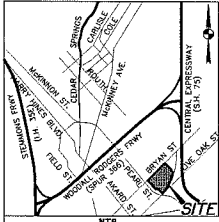
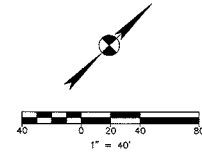
Exhibit A

JOHN GRIGSBY SURVEY, ABSTRACT 495
DALLAS COUNTY, TEXAS



Stantec Consulting Services Inc.
560 Westlake Park Blvd Suite 1100
Houston TX
Tel. 713.312.0201
www.stantec.com

Copyright Reserved
The Contractor shall verify and be responsible for all dimensions, DO NOT show the drawing. Any errors or omissions shall be accepted by the Contractor. The Contractor shall design and draw any final documents of Stantec. Reproduction or use for any purpose other than that intended by Stantec is prohibited.



LOCATION MAP
DALLAS COUNTY, TEXAS
MAPS 45
149522 45

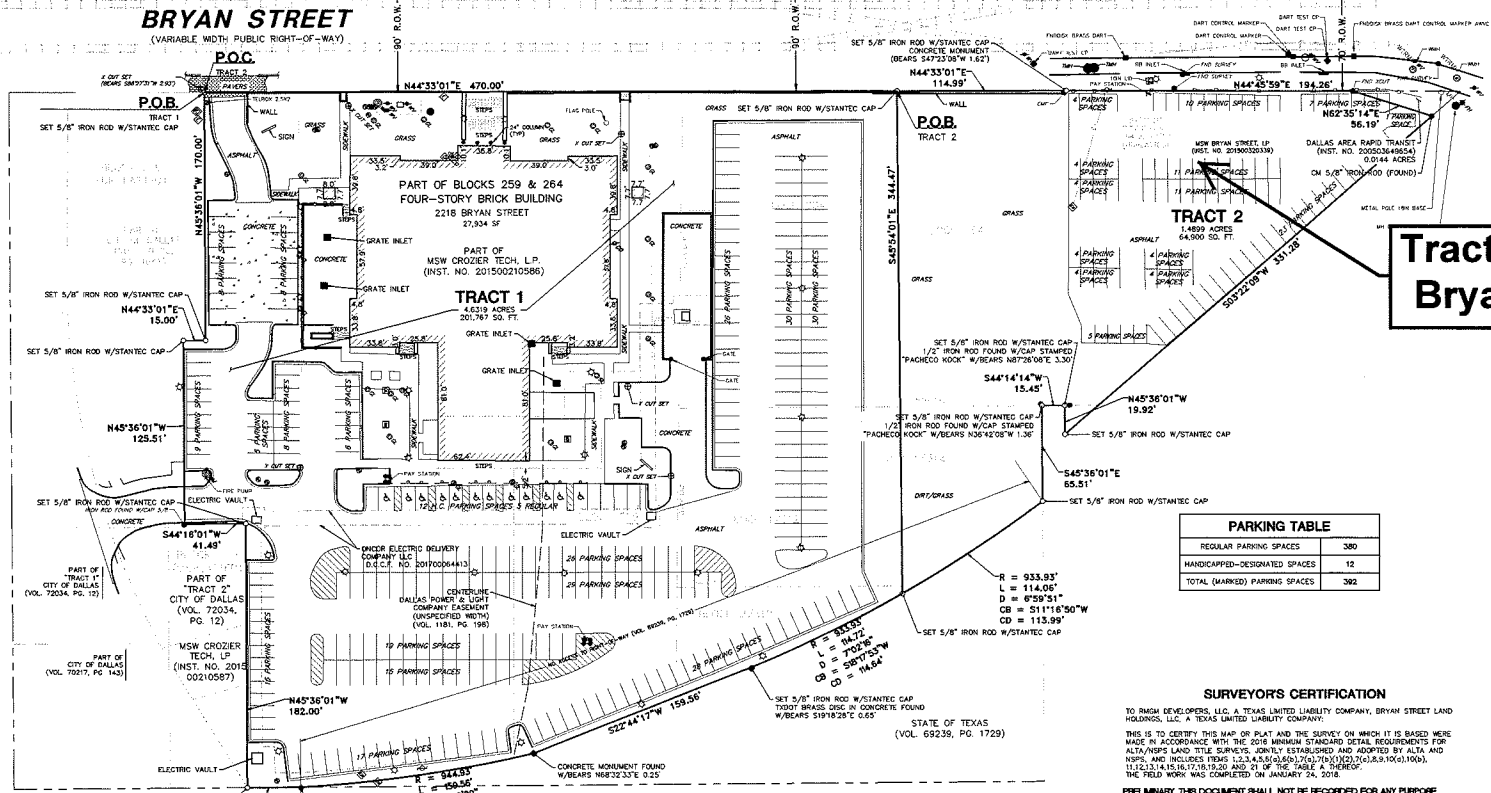
BLOCK 253
CITY OF DALLAS
(NO RECORD FOUND)

BLOCK 257, 258
PLAZA OF THE AMERICAS CONDOMINIUM
(VOL. 2004112, PG. 166)
POTA J V, LLC
(INST. NO. 201100334211)

LOT 7A, BLOCK 316
AMERICAS TOWER ADDITION
(VOL. 83004, PG. 891)
DIGITAL BRYAN STREET PS
(VOL. 2004221, PG. 1324)

BLOCK 263
BURK'S SUBDIVISION
(VOL. W. PG. 800)

DALLAS AREA
RAPID TRANSIT
(VOL. 94061, PG. 4026)



**Tract 2 is the 2400
Bryan Street site**

PEARL STREET
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

LIVE OAK STREET
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

| PARKING TABLE | |
|-------------------------------|-----|
| REGULAR PARKING SPACES | 380 |
| HANDICAPPED-DESIGNATED SPACES | 12 |
| TOTAL (MARKED) PARKING SPACES | 392 |

SURVEYOR'S CERTIFICATION
TO RMGM DEVELOPERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, BRYAN STREET LAND HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY:
THIS IS TO CERTIFY THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. IDENTITY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 AND 21 OF THE TABLE 4 "REQUIREMENTS". THE FIELD WORK WAS COMPLETED ON JANUARY 24, 2018.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
STEPHEN L. COOKSON DATE: 1/24/18
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5170
STANTEC, INC.
580 WESTLAKE PARK BOULEVARD, SUITE 1000
HOUSTON, TEXAS 77079

| REVISION/ISSUE | BY | DATE |
|----------------|----|----------------|
| Revision | By | APRIL 17, 2018 |

| ISSUED | BY | DATE |
|--------|----|----------------|
| Issued | By | APRIL 17, 2018 |

Owner Information:
BRYAN STREET LAND HOLDINGS, LLC
4934 FOREST GLEN DRIVE
DALLAS, TEXAS 75230

Client/Project
RMGM DEVELOPERS, LLC
320 W. MAIN STREET
LEWISVILLE, TEXAS
CONTACT: SCOTT GALBRAITH

Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 222011028 Scale 1" = 40'
Drawing No. Sheet

190360

TRACT 1

BEING A 4.6319 ACRE (201.707 SQUARE FEET) PARCEL OF LAND SITUATED IN THE JOHN CROSSER SURVEY, ABSTRACT 498, IN DALLAS COUNTY, TEXAS, AND BEING OUT OF A CERTAIN TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO NEW CROCKER TRACT, L.P. RECORDED IN INSTRUMENT NO. 2021080350 IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS BEING A 6319 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PEARL STREET, VARIABLE WIDTH RIGHT-OF-WAY, AND THE SOUTH EIGHTH-OF-WAY LINE OF BRIAN STREET, VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH AN 8'X10' IN CONCRETE, WITH BEARS SOUTH 88°23' WEST, 2.93 FEET TO THE NORTHWEST CORNER OF TRACT 1, ALSO ON THE SOUTH RIGHT-OF-WAY LINE OF BRIAN STREET, RIGHT-OF-WAY VARIES, THENCE AS FOLLOWS:

1.) THENCE, NORTH 44°32'01" EAST, CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF BRIAN STREET, A DISTANCE OF 470.00 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR CORNER;
2.) THENCE, NORTH 40°54'01" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BRIAN STREET, OVER AND ACROSS SAID BLOCK 284 AND BLOCK 11735, A DISTANCE OF 344.47 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR CORNER, ALSO BEING THE NORTH PROPERTY LINE OF STATE OF TEXAS PROPERTY, VOLUME 69239, PAGE 1728, DALLAS CENTRAL APPRAISAL DISTRICT, D.C.A.D.;

3.) THENCE, SOUTHWESTERLY ALONG THE SOUTH PROPERTY LINE OF SAID TRACT 1, AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, AND ALSO BEING AN ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, VARIABLE WIDTH RIGHT-OF-WAY, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°02'36"; A RADIUS OF 103.53 FEET; A CHORD BEARING AND DISTANCE OF SOUTH 10°17'53" WEST, 114.64 FEET; AND AN ARC LENGTH OF 114.72 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR AN ANGLE POINT FROM WHICH A TROUT BRASS DISC IN CONCRETE BEARS SOUTH 19°18'28" EAST, A DISTANCE OF 4.50 FEET;

4.) THENCE, SOUTH 22°44'17" WEST, CONTINUING ALONG THE SOUTH PROPERTY LINE OF TRACT ONE AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, AND ALSO BEING THE ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, VARIABLE WIDTH RIGHT-OF-WAY, A DISTANCE OF 108.56 FEET, TO A POINT FROM WHICH A POINT MARK FOUND FOR AN ANGLE POINT, WHICH BEARS NORTH 69°32'23" EAST, 0.25 FEET AT THE BEGINNING OF A CURVE TO THE RIGHT;

5.) THENCE, SOUTHWESTERLY ALONG THE SOUTH PROPERTY LINE OF SAID TRACT 1, AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, ALSO BEING ALSO BEING THE ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°43'52" WEST, 159.56 FEET; A CHORD BEARING AND DISTANCE OF SOUTH 28°22'56" WEST, 159.37 FEET; AND AN ARC LENGTH OF 159.56 FEET, TO A POINT FROM WHICH A 1/2" IRON ROD STAMPED "FACEBOOK ROD"; WHICH BEARS SOUTH 10°40'00" EAST, 0.50 FEET, FOR AN ANGLE POINT;

6.) THENCE, SOUTH 44°29'56" WEST, ALONG THE SOUTH PROPERTY LINE OF SAID TRACT 1, AND THE NORTH RIGHT-OF-WAY LINE OF SAID LIVE OAK STREET, A DISTANCE OF 26.35 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR AN ANGLE POINT;

7.) THENCE, NORTH 40°54'01" WEST, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET OVER AND ACROSS SAID BLOCK 239, A DISTANCE OF 182.00 FEET TO A 5/8-INCH IRON ROD STAMPED STANTIC FOR AN ANGLE POINT;

8.) THENCE, SOUTH 41°46'01" WEST, A DISTANCE OF 41.49 FEET TO A IRON ROD WITH CAP, FOUND;

9.) THENCE, NORTH 40°54'01" WEST, A DISTANCE OF 128.51 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP, SET FOR CORNER;

10.) THENCE, NORTH 44°32'01" EAST, A DISTANCE OF 15.00 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP, SET FOR CORNER;

11.) THENCE, NORTH 42°30'41" EAST, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.6319 ACRES (201.707 SQUARE FEET) OF LAND.

TRACT 2

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN COMMENT FOR THIS INSTRUMENT ARE HEREBY DELLETED OR SOLELY REPEATED FOR PURPOSES OF 1002-242666-RIT; FOR TRACT 2 ONLY; EFFECTIVE DATE JUNE 13, 2018. CHANGED DATE OF JUNE 23, 2018 AND REPEATED BELOW HERE CONSIDERED FOR THIS SURVEY, NO OTHER EASEMENT RESEARCH WAS PERFORMED BY STANTEC, INC.

RESTRICTIVE COVENANTS:

ITEM 1 of SCHEDULE B IS HEREBY DELETED IN ITS ENTIRETY.

ALL EASEMENTS, RIGHTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND INCIDENTS RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHEREBY LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

ALL ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES AFFECTING TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, INCLUDING, WITHOUT LIMITATION, ALL VISIBLE AND APPARENT EASEMENTS OR USES AND ALL UNRECORDED EASEMENTS OR USES, AND THE EXISTENCE OF WHICH MAY BE: IF UNRECORDED; GRANT OR BY USE; MAY BE AMENDED OR DELETED UPON APPROVAL OF SURVEY.

RIGHTS, IF ANY, OF THIRD PARTIES WITH RESPECT TO ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROAD, (MAY BE AMENDED OR DELETED UPON APPROVAL OF SURVEY.)

RIGHTS OF PARTIES IN POSSESSION AND RIGHTS OF TENANTS UNDER ANY UNRECORDED LEASES OR RENTAL AGREEMENTS, (MAY BE AMENDED OR DELETED UPON EXECUTION OF SATISFACTORY AFFIDAVIT WITH RESPECT TO PARTIES IN POSSESSION AND TENANTS AT DISPOSAL).

EASEMENT GRANTED BY CITY OF DALLAS BOARD OF EDUCATION TO DALLAS POWER & LIGHT COMPANY, FILED 03/05/1923, RECORDED IN VOLUME 1181, PAGE 198, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, AND AS SHOWN ON SURVEY OF MICHAEL C. CLEVER, R.P.L.S. #2525, OF PARCELO KODOL, DATED 02/17/2016, LAST REVISED 08/01/2016. (AFFECTS/AS SHOWN)

TERMS, PROVISIONS, AND CONDITIONS OF CITY OF DALLAS ORDINANCE NO. 29184, FILED 12/12/2015, RECORDED IN VOLUME 20150026254, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, AS MIRGATED AND COMPLETED SO THAT THE LAND IS ACCEPTABLE FOR RESIDENTIAL, LAND USE PURSUANT TO THE TERMS, PROVISIONS, AND CONDITIONS OF VOLUNTARY CLEANUP PROGRAM FINAL CERTIFICATE OF COMPLETION, FILED 08/28/2014, RECORDED IN VOLUME 20140002018, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. (AFFECTS/BLANKET IN NATURE)

TERMS, PROVISIONS, AND CONDITIONS AS EVIDENCED BY MEMORANDUM OF OPTION AGREEMENT AND BY BETWEEN HARB RET (U.S.) HOLDINGS, INC., A DELAWARE CORPORATION (PROPRIETARY); NEW CROCKER TRACT OWNER LLC, A TEXAS LIMITED LIABILITY COMPANY ("COT"), AND MATTHEW HOLDINGS SOUTHWEST, INC., A TEXAS CORPORATION ("CMT"), COLLECTIVELY WITH 67 "SOLISPECT", DATED 09/16/2016, FILED 09/16/2016, RECORDED IN CO# 20160252820, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. (AFFECTS/BLANKET IN NATURE)

TERMS, PROVISIONS, AND CONDITIONS OF RECONSTRUCTION AGREEMENT, BY AND BETWEEN NEW CROCKER TRACT MASTER TENANT, LLC, A TEXAS LIMITED LIABILITY COMPANY ("TLT"), AND THE BANKING ASSOCIATION ("BANK"), DATED 09/16/2016, FILED 09/16/2016, RECORDED IN CO# 20160252820, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. (AFFECTS/BLANKET IN NATURE)

EASEMENT GRANTED BY NEW CROCKER TRACT OWNER LLC TO ONCOR ELECTRIC DELIVERY COMPANY LLC, FILED 05/01/2017, RECORDED IN CO# 20170064413, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. (AFFECTS/AS SHOWN)

EASEMENT GRANTED BY NEW CROCKER TRACT OWNER LLC TO CITY OF DALLAS, FILED 01/22/2017, RECORDED IN CO# 20170011915, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. (AFFECTS/AS SHOWN)

TRACT 2

BEING A 1.4999 ACRE (64,900 SQUARE FEET) PARCEL LAND SITUATED IN THE JOHN CROSSER SURVEY, ABSTRACT 498, DALLAS COUNTY, TEXAS, AND BEING OUT OF A CERTAIN TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO NEW CROCKER TRACT, L.P. RECORDED IN INSTRUMENT NO. 2021080350 IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS BEING A 6319 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF PEARL STREET, VARIABLE WIDTH RIGHT-OF-WAY, AND THE SOUTH EIGHTH-OF-WAY LINE OF BRIAN STREET, VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH AN 8'X10' IN CONCRETE, WITH BEARS SOUTH 88°23' WEST, 2.93 FEET TO THE NORTHWEST CORNER OF TRACT 1, ALSO ON THE SOUTH RIGHT-OF-WAY LINE OF BRIAN STREET, RIGHT-OF-WAY VARIES, THENCE AS FOLLOWS:

1.) THENCE, NORTH 44°32'01" EAST, CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF BRIAN STREET, A DISTANCE OF 470.00 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR CORNER;
2.) THENCE, NORTH 40°54'01" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BRIAN STREET, OVER AND ACROSS SAID BLOCK 284 AND BLOCK 11735, A DISTANCE OF 344.47 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR CORNER, ALSO BEING THE NORTH PROPERTY LINE OF STATE OF TEXAS PROPERTY, VOLUME 69239, PAGE 1728, DALLAS CENTRAL APPRAISAL DISTRICT, D.C.A.D.;

3.) THENCE, SOUTHWESTERLY ALONG THE SOUTH PROPERTY LINE OF SAID TRACT 1, AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, AND ALSO BEING AN ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, VARIABLE WIDTH RIGHT-OF-WAY, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°02'36"; A RADIUS OF 103.53 FEET; A CHORD BEARING AND DISTANCE OF SOUTH 10°17'53" WEST, 114.64 FEET; AND AN ARC LENGTH OF 114.72 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP SET FOR AN ANGLE POINT FROM WHICH A TROUT BRASS DISC IN CONCRETE BEARS SOUTH 19°18'28" EAST, A DISTANCE OF 4.50 FEET;

4.) THENCE, SOUTH 22°44'17" WEST, CONTINUING ALONG THE SOUTH PROPERTY LINE OF TRACT ONE AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, AND ALSO BEING THE ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, VARIABLE WIDTH RIGHT-OF-WAY, A DISTANCE OF 108.56 FEET, TO A POINT FROM WHICH A POINT MARK FOUND FOR AN ANGLE POINT, WHICH BEARS NORTH 69°32'23" EAST, 0.25 FEET AT THE BEGINNING OF A CURVE TO THE RIGHT;

5.) THENCE, SOUTHWESTERLY ALONG THE SOUTH PROPERTY LINE OF SAID TRACT 1, AND THE NORTH PROPERTY LINE OF SAID STATE OF TEXAS PROPERTY, ALSO BEING ALSO BEING THE ACCESS EASEL LINE OF THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET, AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°43'52" WEST, 159.56 FEET; A CHORD BEARING AND DISTANCE OF SOUTH 28°22'56" WEST, 159.37 FEET; AND AN ARC LENGTH OF 159.56 FEET, TO A POINT FROM WHICH A 1/2" IRON ROD STAMPED "FACEBOOK ROD"; WHICH BEARS SOUTH 10°40'00" EAST, 0.50 FEET, FOR AN ANGLE POINT;

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7.) THENCE, NORTH 40°54'01" WEST, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK STREET OVER AND ACROSS SAID BLOCK 239, A DISTANCE OF 182.00 FEET TO A 5/8-INCH IRON ROD STAMPED STANTIC FOR AN ANGLE POINT;

8.) THENCE, SOUTH 41°46'01" WEST, A DISTANCE OF 41.49 FEET TO A IRON ROD WITH CAP, FOUND;

9.) THENCE, NORTH 40°54'01" WEST, A DISTANCE OF 128.51 FEET TO A 5/8-INCH IRON ROD WITH STAMPED CAP, SET FOR CORNER;

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11.) THENCE, NORTH 42°30'41" EAST, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.4999 ACRES (64,900 SQUARE FEET) OF LAND.

BENCHMARK NOTES

BOLT FOUND IN WEST CORNER OF CROCKER TRACT HIGH SCHOOL BUILDING (A.K.A. DALLAS HIGH SCHOOL, 2214 BRIAN STREET), APPROXIMATELY 90° SOUTHWESTERLY FROM THE CENTERLINE OF BRIAN STREET, ELEVATION = 473.69'

"PK" NAIL WITH WOODEN STAMPED "CITY OF DALLAS BENCHMARK" FOUND IN THE TOP OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LIVE OAK STREET, AT THE WEST CORNER OF THE INTERSECTION OF HARWOOD STREET AND LIVE OAK STREET, ELEVATION = 494.16'

SITE BENCHMARK:
SP OF # 2: "X" CUT FOUND AT THE SOUTH CORNER OF THE BRIAN STREET AND PEARL STREET INTERSECTION, APPROXIMATELY 50° SOUTHWESTERLY FROM THE CENTERLINE OF PEARL STREET, ELEVATION = 462.25'

GENERAL NOTES

1. BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE, ACCORDING TO THE 2011 ADJUSTED TBM RECORDS IN VOLUME 89003, PAGE 3812, DEED RECORDS, DALLAS COUNTY, TEXAS. (CALLED BEARING = 84504848')

2. THE SUBJECT TRACT SHOWN HEREIN LIES WITHIN ZONE "X" UNSHADED DEFINED AS AREAS DETERMINED TO BE WITHIN A SPECIAL FLOOD HAZARD AREA BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 481232044, DATED AUGUST 23, 2001 FOR DALLAS COUNTY, TEXAS, RECORDED IN CO# 20010005896, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS. FLOODINGS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

3. LOT TO LEFT BOUNDARY WILL NOT BE ALLOWED WITHOUT ENGINEERING SETBACK APPROVAL.

4. GRID COORDINATES SHOWN HEREIN ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE, NAD 83) BASED ON DECA GEOIDS NORTH TEXAS SMARTNET NETWORK.

LEGEND

| | | | |
|-----------|--------------------------------|-------|--------------------------------|
| FF | IRON ROD FOUND | [□] | GRATE INLET |
| (CM) | CONTROLLING MONUMENT | [○] | FLAG POLE |
| DCR | DEED COUNTY DEED RECORDS | [▲] | SIGN |
| DDCI | DALLAS COUNTY CLERK | [■] | GRATE INLET |
| | | [•] | CURB INLET |
| INST. NO. | INSTRUMENT NUMBER | S/W | CONCRETE SIDEWALK |
| VO | VOLUME | A/C | AIR CONDITIONING UNIT |
| PG | PAGE | PR/PM | POWER POLE WITH ELECTRIC METER |
| NO | NUMBER | SRM | SITE BENCHMARK |
| (X/K) | CORNER INFORMATION | RN | REFERENCE BENCHMARK |
| (CH) | CHIPPED IRON ROD FOUND | ELEV | ELEVATION |
| ALON | ALUMINUM MONUMENT | WV | WATER VALVE |
| C/MON | CONCRETE MONUMENT | RP | REINFORCED CONCRETE PIPE |
| BMON | BROUT BRASS MONUMENT | MP | MASONRY WALL |
| | | CH | CHAINS LINK FENCE |
| (N) | NORTH MONUMENT | WF | WIRE FENCE |
| (S) | SOUTH MONUMENT | AF | ASPHALT |
| (L) | LIGHT POLE | TF | TRAFFIC FLOW |
| (P) | POWER POLE | [E] | ELECTRIC TRANSFORMER |
| (E) | ELECTRIC PULL BOX | # | PARKING METER |
| [E] | ELECTRIC BOX | 0 | BENCHMARK |
| [G] | GAS METER | | |
| GR | WATER VALVE | | |
| A/C | AIR CONDITIONING UNIT | | |
| PR/PM | POWER POLE WITH ELECTRIC METER | | |
| SRM | SITE BENCHMARK | | |
| RN | REFERENCE BENCHMARK | | |
| ELEV | ELEVATION | | |
| WV | WATER VALVE | | |
| RP | REINFORCED CONCRETE PIPE | | |
| MP | MASONRY WALL | | |
| CH | CHAINS LINK FENCE | | |
| WF | WIRE FENCE | | |
| AF | ASPHALT | | |
| TF | TRAFFIC FLOW | | |
| [E] | ELECTRIC TRANSFORMER | | |
| # | PARKING METER | | |
| 0 | BENCHMARK | | |
| WMHO | WASTEWATER MANHOLE | | |
| SMHO | STORM DRAINAGE MANHOLE | | |
| MD | MASTEWATER CLEANOUT | | |
| TCD | TRAFFIC CONTROL BOX | | |
| TSP | TRAFFIC SIGNAL POST | | |

LEGEND

| | |
|----------|--|
| ○ | 5/8" IRON ROD SET W/STAMPED CAP (UNLESS NOTED) |
| ● | 5/8" IRON ROD W/CAP FOUND (UNLESS NOTED) |
| ○ | CUT "X" FOUND |
| ▲ | MONUMENT FOUND |
| ■ | "PK" NAIL FOUND |
| ◆ | BENCHMARK |
| ⦿ | SAMPLE WELL |
| ⦿ | FIRE HYDRANT |
| + | WATER VALVE |
| — | SIGN |
| — | LIGHT STANDARD |
| ⊕ | IRRIGATION CONTROL VALVE |
| (M) | WATER METER |
| [M] | BLOWOFF VALVE/BACKFLOW PREVENTER |
| U | UTILITY POLE |
| — | GUY WIRE |
| ⊖ | BOLLARD |
| WV 20 FT | WASTEWATER CLEANOUT |
| SM 34 FT | SANITARY SEWER MANHOLE |
| SM 36 FT | STORM SEWER MANHOLE |
| [M] | UNIDENTIFIED MANHOLE |
| [M] | ELECTRIC MANHOLE |
| [M] | TELEPHONE MANHOLE |
| [□] | GRATE INLET |
| [○] | C INLET |
| [○] | GROUND LIGHT |
| [□] | FIBER OPTIC CABLE MARKER |
| [□] | TRAFFIC SIGNAL BOX |
| [□] | TRAFFIC SIGNAL POLE |
| [□] | TELEPHONE RISER |
| [□] | UNDERGROUND CABLE MARKER |
| [□] | UNDERGROUND GAS LINE MARKER |
| [□] | UNDERGROUND TELEPHONE MARKER |
| [□] | GAS RISER |
| [□] | PIPELINE MARKER |
| [□] | CABLE TV RISER |
| [□] | ELECTRIC BOX |
| [□] | ELECTRIC METER |
| [□] | GAS METER |
| [□] | TELEPHONE RISER |
| [□] | MALBOX |
| [□] | RAILROAD CROSSING |
| [□] | BARBED WIRE FENCE |
| [□] | CHAIN LINK FENCE |
| [□] | WOODEN FENCE |
| [□] | OVERHEAD ELECTRIC LINE |
| [□] | WATER LINE |
| [□] | UNDERGROUND TELEPHONE LINE |
| [□] | UNDERGROUND ELECTRIC LINE |
| [□] | UNDERGROUND GAS LINE |
| [□] | UNDERGROUND CABLE TV |
| [□] | SANITARY SEWER LINE |
| [□] | STORM SEWER LINE |
| [□] | TOP OF BANK |
| [□] | FLOW LINE |

| | | | | |
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Owner Information:
BRYAN STREET LAND HOLDINGS, LLC
6734 FOREST GLEN DRIVE
DALLAS, TEXAS 75230

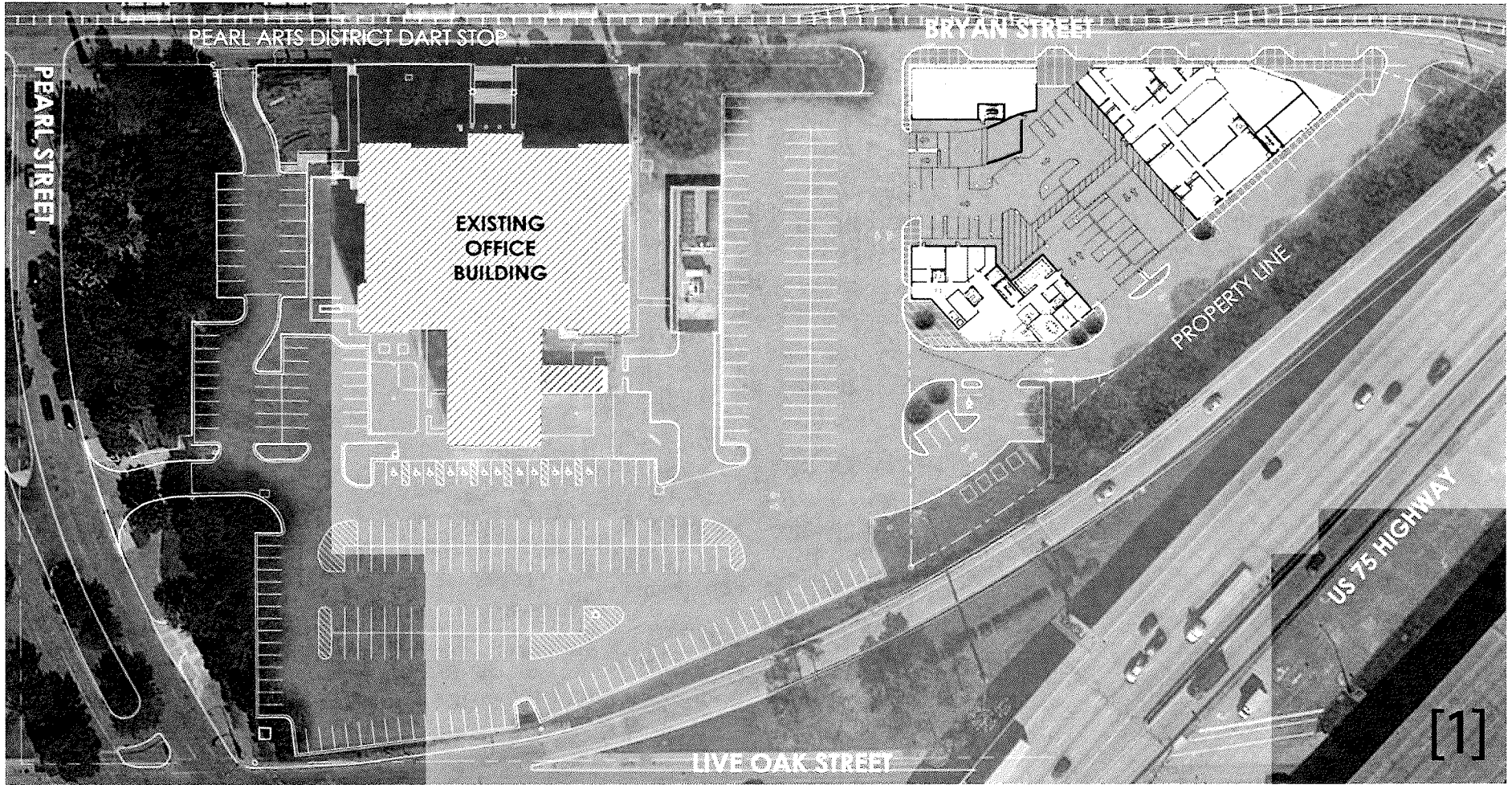
Client/Project:
RMGM DEVELOPERS, LLC
320 W. MAIN STREET
LEWISVILLE, TEXAS
CONTACT: SCOTT GALBRAITH

Title:
ALTA/NSPS LAND TITLE SURVEY

| | |
|-------------|--------|
| Project No. | Scale |
| 22011028 | N/A |
| Drawing No. | Sheet |
| 1 | 2 of 2 |

190360

Exhibit B



BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

SITE PLAN

PERKINS+WILSON
01-25-2019

190360



BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

VIEW OF ENTRY OFF PEARL ST

PERKINS+WILSON

01-25-20

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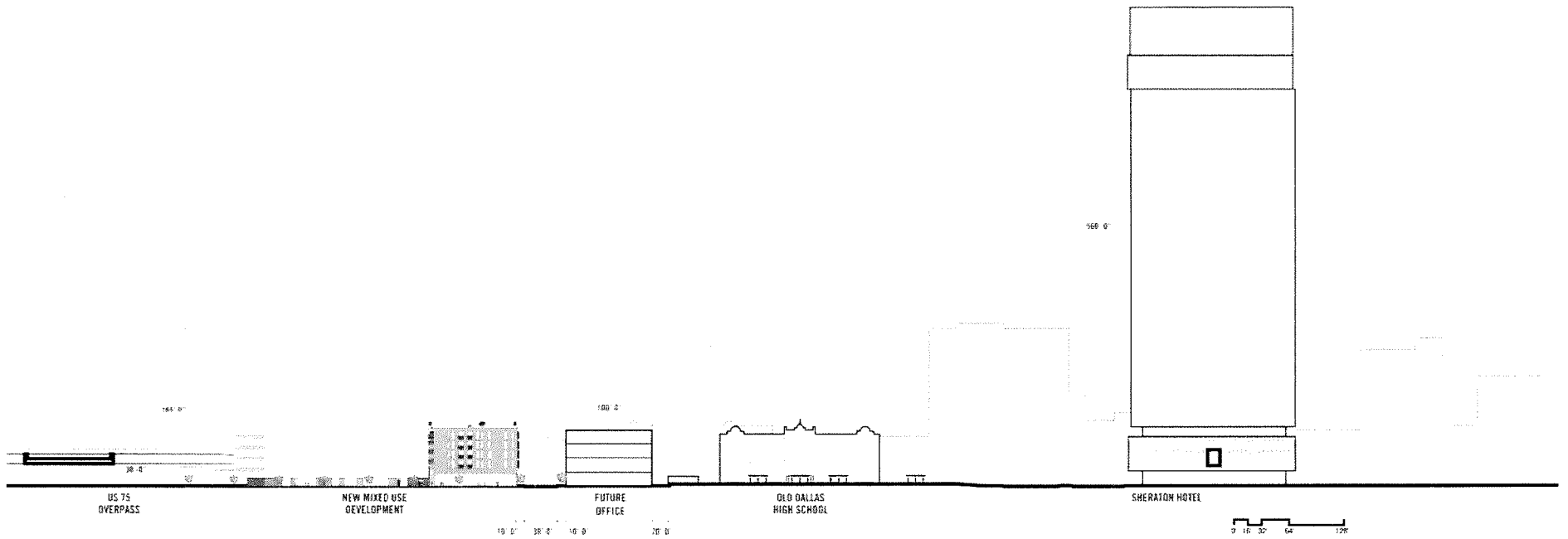
BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

VIEW FROM 75 HWY

PERKINS+WILL

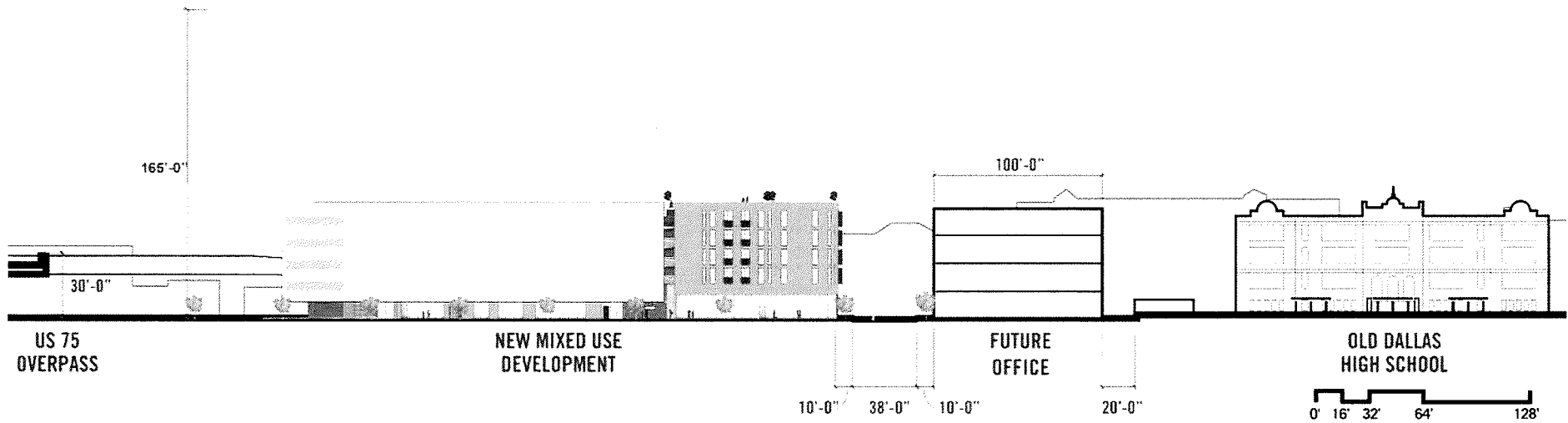
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SITE SECTION ALONG BRYAN ST

190360



BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

NORTH ELEVATION

PERKINS+WILSON

01-25-2019

190360

Exhibit C

City of Dallas

UDPRP Review Summary

01.19.18

Urban Design Peer Review Panel

DATE: 01.19.18

TIME: 8:30am

PROJECT: 2400 Bryan Street

LOCATION: Dallas City Hall Room 5ES

Overview

Below is a summary of Urban Design Peer Review Panel advice for 2400 Bryan Street as derived from the January 19th Peer Review session.

Advice Summary

- [1] The panel recommends further study and articulation of the Bryan Street site frontage and urban landscape scheme to better integrate the overall pedestrian and arrival experience while experientially integrating the individual development phases. Emphasis should be placed on a walkable public realm that meets or exceeds TIF district sidewalk requirements.
- [2] The panel recommends leveraging the prominent northwest corner of the building to create a significant architectural moment visible from Pearl Street, and potentially leverage this location for the building lobby.
- [3] The panel expresses concern around the proposed service yard location and recommends alternatives that include the addition of active pedestrian uses and interest along the western ground plane frontage.
- [4] Consider opportunities to reroute portions of the vehicular circulation away from the western side of the development to either the southern end of the site, or by internalizing a drop off area within the building envelope at the northwestern corner nearest to Bryan Street.
- [5] As a general consideration, explore site circulation alternatives that allow for increased connectivity to surrounding perimeter streets, and thus more circulation choices within the overall site.
- [6] The panel expresses concern over the tower scale and massing, particularly due to the proposed facade treatments, and suggests this be addressed architecturally through the addition of more variety and transparency within the overall massing of the vertical bar.
- [7] The panel urges the inclusion of an overall site master plan to inform the current proposal's relationship to future development opportunities for the larger site. It is strongly encouraged that this master plan envisions a scenario that recognizes the option of a future removal of the I-345 Live Oak ramp and a complimentary development response.
- [8] The panel encourages and supports architectural treatments to exposed garage faces that help to mask their utilitarian nature.
- [9] Further investigation is advised regarding the nature of the existing flood plain and its impact on the overall development scheme.

Exhibit D

City of Dallas

UDPRP Review Summary

Perkins+Will Response 1/24/2019

Urban Design Peer Review Panel

City of Dallas_Planning and Urban Design Page 1 of 1

DATE: 01.19.18

TIME: 8:30am

PROJECT: 2400 Bryan Street

LOCATION: Dallas City Hall Room 5ES

Overview

Below is a summary of Urban Design Peer Review Panel advice for 2400 Bryan Street as derived from the January 19th Peer Review session.

Advice Summary

[1] The panel recommends further study and articulation of the Bryan Street site frontage and urban landscape scheme to better integrate the overall pedestrian and arrival experience while experientially integrating the individual development phases. Emphasis should be placed on a walkable public realm that meets or exceeds TIF district sidewalk requirements.

As a pedestrian focused plan is one of the priorities for the development and extensive reorganization of the ground floor was done in response to the panels comments. Publicly accessible programs now line the Bryan St. frontage and are visible from the DART station. These including retail space and an early childhood center with outdoor patio space adjacent to the sidewalk.

[2] The panel recommends leveraging the prominent northwest corner of the building to create a significant architectural moment visible from Pearl Street, and potentially leverage this location for the building lobby.

The Design team has intended to minimize the building mass on Bryan Street frontage to better match the scale of the historic Dallas High School. This precludes the possibility of the primary building lobby and vertical circulation occurring on that specific corner. However, this corner has been programmatically activated on both the Bryan S. and internal drive facades. On the ground floor a fully glazed retail space holds the corner while residential units wrap this corner on the floors above. Deep, red-colored frames surround balconies on the residential units in this area highlighting this program type in an urban settings almost exclusively populated with office buildings.

[3] The panel expresses concern around the proposed service yard location and recommends alternatives that include the addition of active pedestrian uses and interest along the western ground plane frontage.

The ground floor has been extensively reworked in response to the panel's comments. A vehicular entry remains on the west frontage however service functions have been minimized and other programs added to activate the area. The Building lobby now holds the southwest corner of the building

[4] Consider opportunities to reroute portions of the vehicular circulation away from the western side of the development to either the southern end of the site, or by internalizing a drop off area within the building envelope at the northwestern corner nearest to Bryan Street.

Vehicular circulation has been reworked based on feedback from the panel. Access around the entire building is now possible shifting the once concentrated traffic on the northwestern corner both around and through the building. Multiple parallel parking opportunities have been placed on the Bryan St. frontage

for easy access to retail and day-care programs facing the street. Primary Garage access is still located on the western side of the development however a secondary access point as well as an egress point are located on the eastern side of the building. The residential lobby is now located on the southern-most corner of the building and has several convenience parking spaces, easing congestion in the garage.

[5] As a general consideration, explore site circulation alternatives that allow for increased connectivity to surrounding perimeter streets, and thus more circulation choices within the overall site.

Site circulation has been reworked based on the panel's comments. The building footprint has been reduced to allow for circulation around the entire project which has created better connectivity to the entire length of Bryan St. and a stronger link to the internal circulation of the site, providing a better connection to future buildings on the site.

[6] The panel expresses concern over the tower scale and massing, particularly due to the proposed facade treatments, and suggests this be addressed architecturally through the addition of more variety and transparency within the overall massing of the vertical bar.

Due to the private nature of the residential program and the limitations of building energy codes, a high degree of transparency is not achievable on this project.

However, several strategies have been employed to reduce the visual scale of the tower and maintain transparency wherever possible. The 6th floor façade has been recessed to horizontally divide the south façade and mark the transition between the garage and the residential floors. On this same floor, large communal patios are provided on both ends of the tower, placing building occupants within view of both pedestrians and vehicles on the highway. A stripe of windows further vertically divides the south façade facing the highway, articulating the building's interior circulation and providing views to interior public spaces. The use of bold-colored frames to highlight balconies and particular windows frames provides additional visual movement to a façade activated with varied window patterns.

[7] The panel urges the inclusion of an overall site master plan to inform the current proposal's relationship to future development opportunities for the larger site. It is strongly encouraged that this master plan envisions a scenario that recognizes the option of a future removal of the I-345 Live Oak ramp and a complimentary development response.

Site access along the south edge of the site has been provided which will accommodate immediate connections to future sites made available through the removal of either the Live Oak St. exit ramp or the entire I-345 elevated highway.

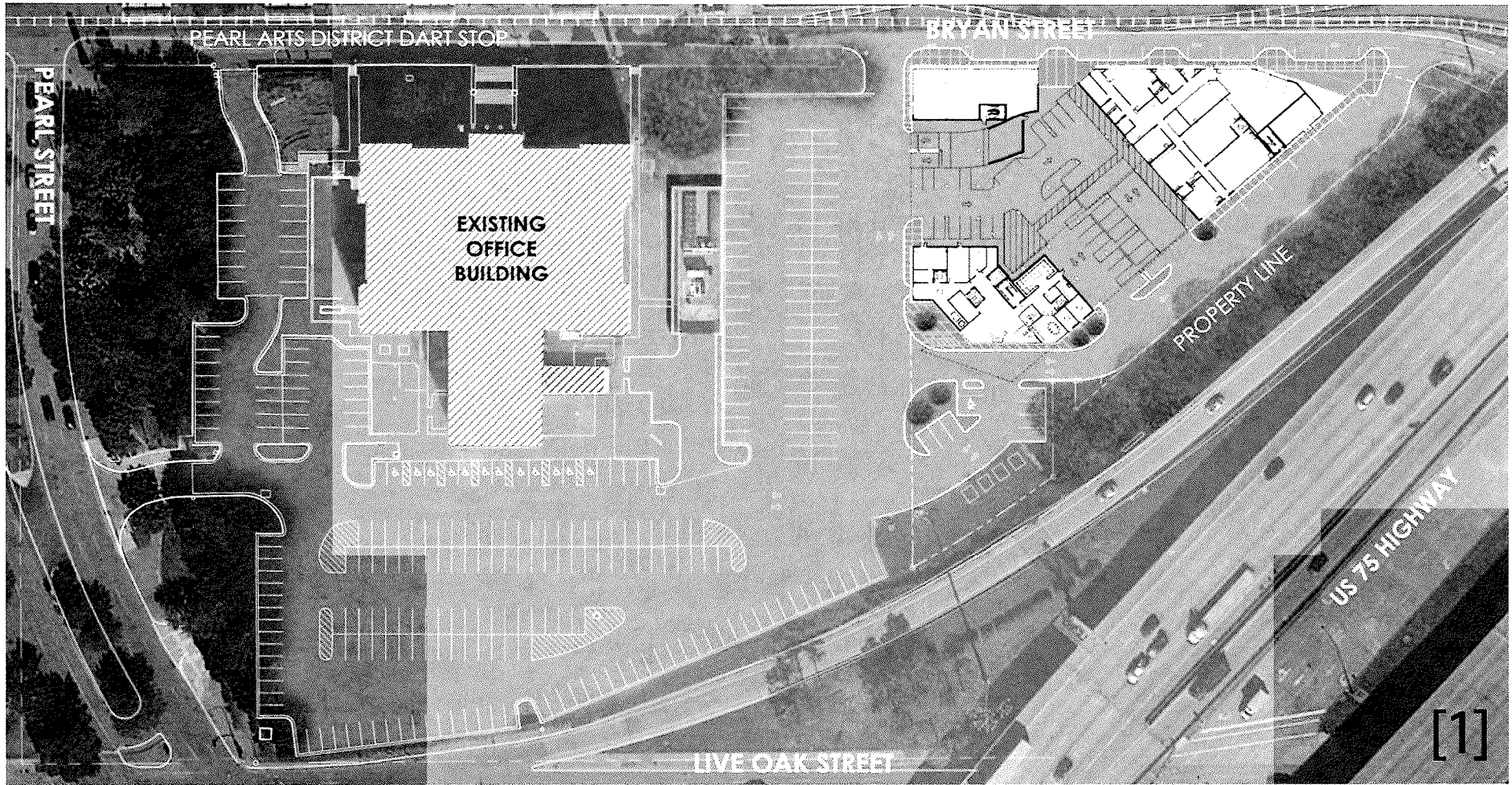
An update to the current masterplan would be appropriate although this effort would come from the direction of the Owner. The design team is unaware of any existing approvals for the removal of I-345. Schedule assumptions would be that the construction of the Bryan Street tower would have commenced prior to the demolition of the I-345. If there are opportunities to incorporate the land associated with the I-345 exit ramp the design team will incorporate the site development wherever possible as directed by the owner.

[8] The panel encourages and supports architectural treatments to exposed garage faces that help to mask their utilitarian nature.

All 4 levels of the parking garage are concealed behind either residential units or a veil of perforated metal panels which conceal the view of parked cars. Openings in the mesh along the highway facade allow some views into the garage but are introduced to provide scale to what would otherwise be a large undifferentiated façade not appropriate to the context.

[9] Further investigation is advised regarding the nature of the existing flood plain and its impact on the overall development scheme.

A portion of the property lies within the Mill Creek Drainage Basin which has historically experienced flooding due to inadequate and undersized drainage facilities. The City's current policy is to require that new developments construct habitable buildings with a minimum finished floor elevation a minimum of 3-feet above the top of the nearest and lowest storm drain inlet. The proposed building has been designed to meet and exceed this minimum height above the storm inlet. This policy is an interim measure until such time as the City completes the construction of the drainage relief tunnels and systems. The site is not located within a FEMA designated flood plain.



BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

SITE PLAN

PERKINS+WIL

01-25-2019

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BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

VIEW OF ENTRY OFF PEARL ST

PERKINS+WIL
01-25-2019

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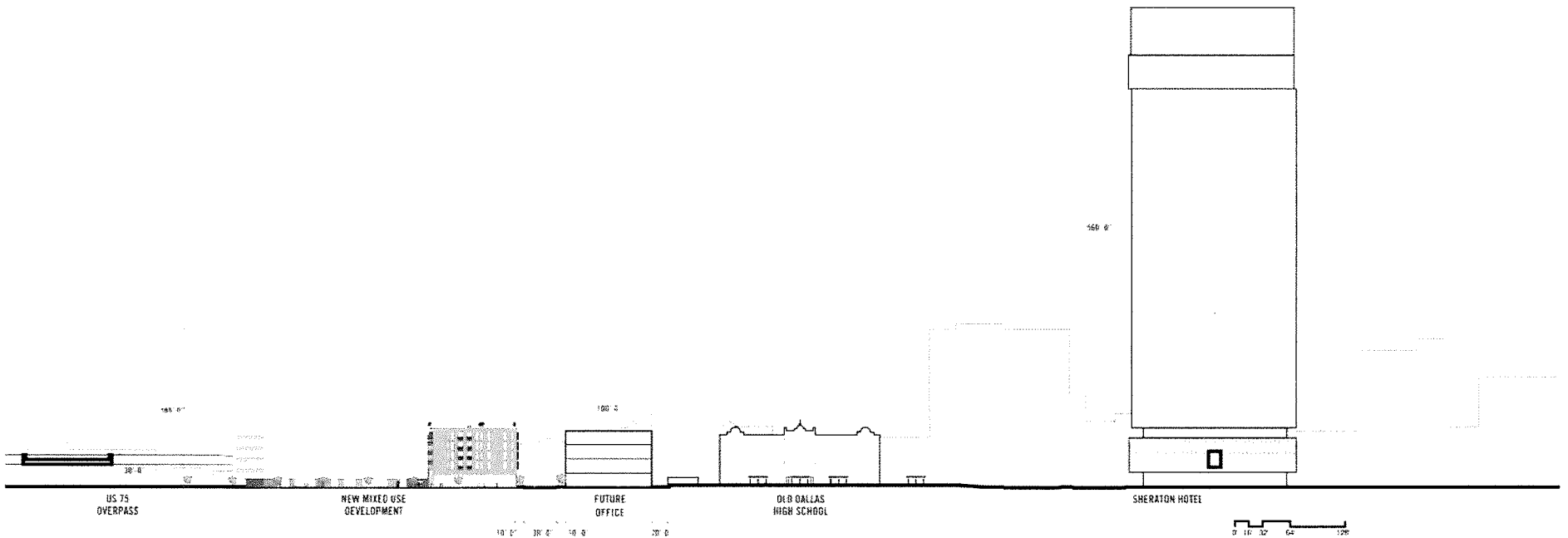
BRYAN STREET RESIDENTIAL TOWER
MATTHEWS SOUTHWEST

VIEW FROM 75 HWY

PERKINS+WILSON

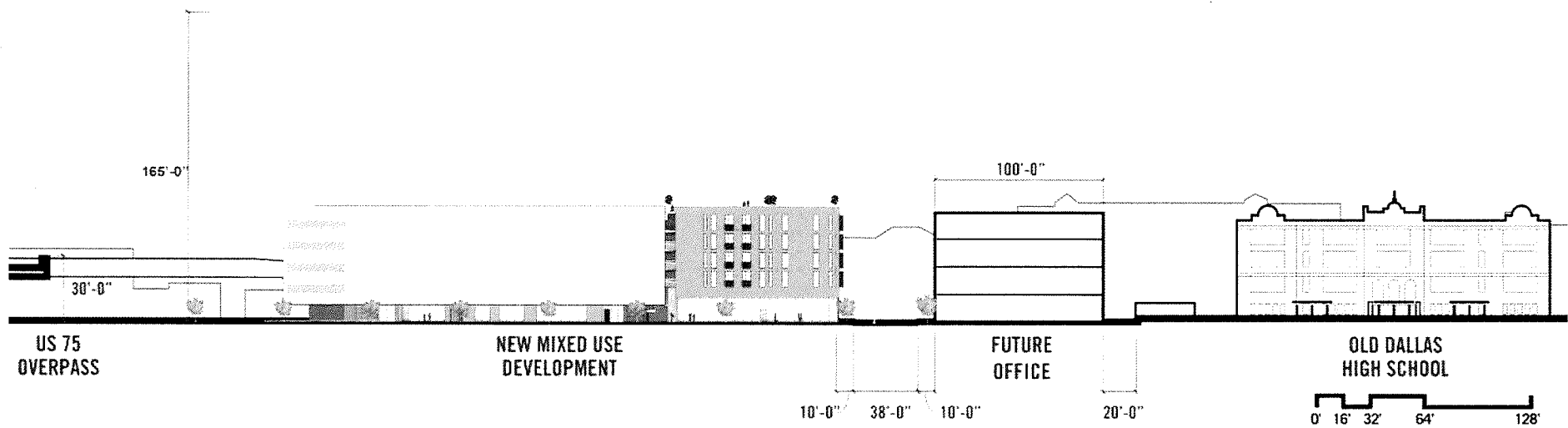
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SITE SECTION ALONG BRYAN ST

190360



BRYAN STREET RESIDENTIAL TOWER
 MATTHEWS SOUTHWEST

NORTH ELEVATION

PERKINS+WILSON

01-25-2019

190360

2400 Bryan **Exhibit E**
Urban Design Peer Review Panel
Follow-Up Design Review

Streetscape

Along the Bryan Street frontage, as well as other internal street frontage, ensure that all streetscapes provide a minimum 7' sidewalk pedestrian clear zone. Street trees should be placed every 30' on center wherever possible, with priority given to the Bryan Street and western street frontage. Additionally, provide regularly spaced pedestrian lighting to enhance safety.

Parking Garage Design/ Screening

On the facade of the parking garage podium facing the Live Oak ramp, provide additional enhanced screening to reduce the appearance of the internal ramp system. (See Page 2)

Additional Garage Screening

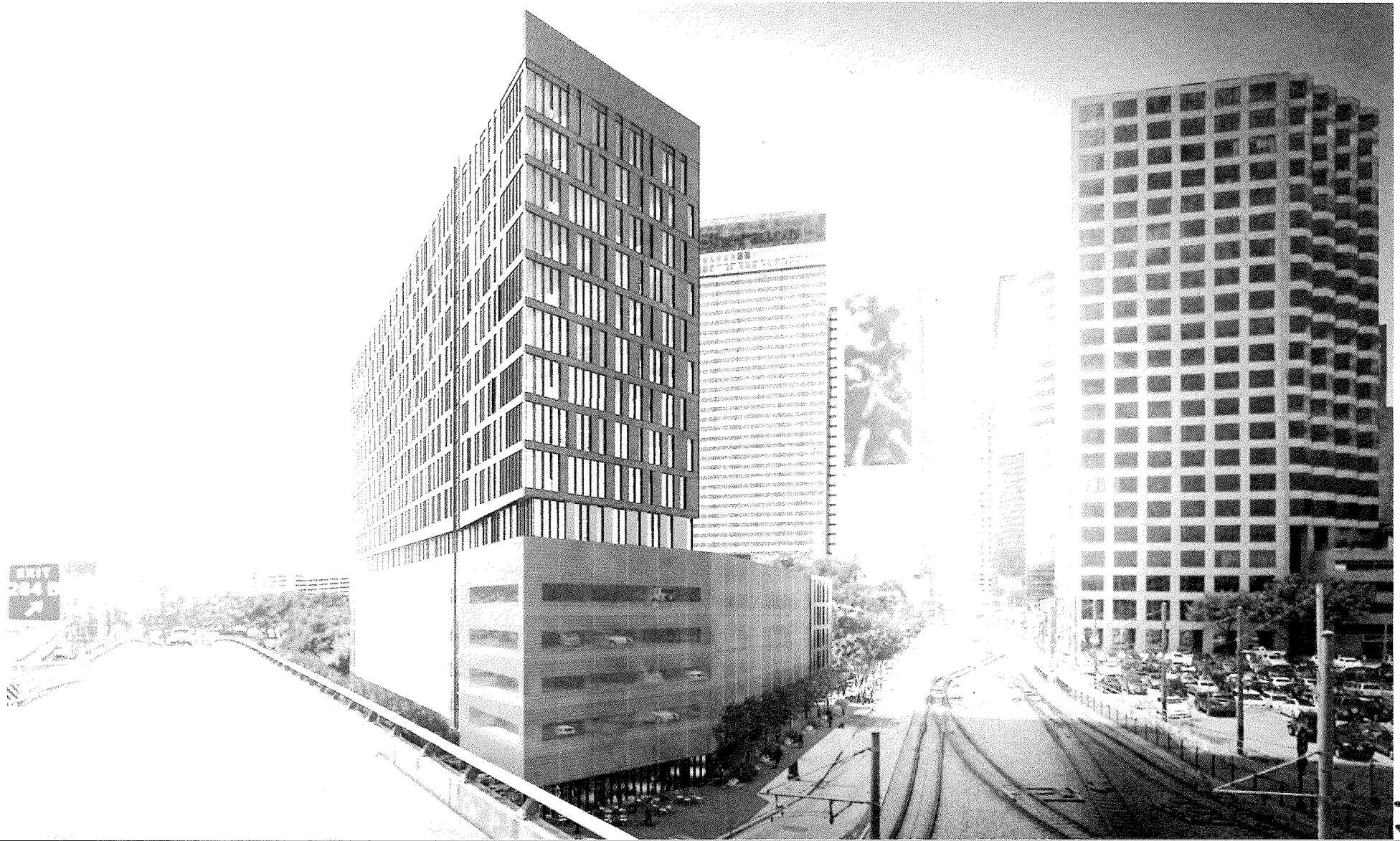
With required visibility triangles in mind, consider additional parking screening as well as additional pedestrian space to break up the large proposed curb-cut and garage opening along the internal street

Dog Park / Green Space

If parking requirements permit, consider removing surface-level parking adjacent to Live Oak freeway ramp and replacing with useable green space such as a dog run for residents or a playground for the childcare facility.



Exhibit E



VIEW FROM 75 HWY

PERKINS+WILL

1907360