

Prepared by and Return to:

Name: **Scott Backman, Esq.**

Address:

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This Instrument Prepared by:

Scott Backman, Esquire
~~Dunay~~, Miskel & Backman, LLP
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Boca Raton, FL 33432

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~~THIRDF~~FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR

METROPICA

This ~~Third~~Fourth Amended and Restated Development Agreement for Metropica ("Agreement") is made and entered into by and between the **CITY OF SUNRISE, FLORIDA**, a municipal corporation of the State of Florida ("City") and **METROPICA LANDS, LLC**, ~~a Delaware limited liability company~~, **METROPICA LANDS, LLC SERIES A**, a Delaware limited liability company, **METROPICA SERIES B VENTURE, LLC**, a Delaware limited liability company, **METROPICA RESIDENTIAL I, LLC**, a Delaware limited liability company, **METROPICA RESIDENTIAL II, LLC**, ~~a Delaware limited liability company~~ **METROPICA RESIDENTIAL II AND III, LLC**, a Delaware limited liability company, and **METROPICA SERIES C VENTURE, LLC**, a Delaware limited liability company ("Owners"). The City and the Owners may be referred to jointly as the "Parties."

WHEREAS, this Agreement amends and restates that certain Development Agreement entered into between City and Metropica Holdings, LLC, a Delaware limited liability company

("Developer"), approved by the City of Sunrise City Commission on May 13, 2014 via Resolution No. 14-71 and recorded on May 28, 2014 in Official Records Book 50811 at Page 552, Public Records of Broward County, Florida, that certain Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on October 27, 2015 via Resolution No. 14-71-15-A and recorded on November 23, 2015 via Instrument No. 113364868 in the Public Records of Broward County, Florida, and that certain Second Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on September 11, 2018 via Resolution No. 14-71-18-B and recorded on October 17, 2018 via Instrument No. ~~115391810~~115391810, and that certain Third Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on August 13, 2019 via Resolution No. 14-71-19-A and recorded on May 19, 2021 via Instrument No. 117282030, and that certain First Amendment to Third Amended and Restated Development Agreement for Metropica, approved by the City of Sunrise City Commission on March 28, 2023 via Resolution No. 14-71-23-A and recorded on April 12, 2023 via Instrument No. 118789956; and

WHEREAS, the Owners own that certain ~~unimproved~~ land commonly referred to as Metropica, a sketch and legal description of which is attached hereto as **Exhibit "A-1"** ~~and made~~ and made a part hereof ("Property"); and

WHEREAS, the Property's future land use designation, as shown on the City's Land Use Plan ("Land Use Plan"), is Transit Oriented Development ("TOD"); and

WHEREAS, ~~portions of~~ the Property ~~are~~ is currently zoned Planned Development District ("PDD") on the City's Official Zoning Map, ~~and the remaining portions of the Property~~

~~that are not currently zoning PDD are being rezoned to PDD concurrent with the review and approval of this Agreement;~~ and

WHEREAS, the Property is one of several parcels of land located within the Amerifirst-Metropica Development of Regional Impact (“DRI”), originally approved by City Ordinance No. 732-X, as amended by Ordinance No. 732-X-A, Ordinance No. 732-X-96-A, Ordinance No. 732-X-98-A, Ordinance No. 732-X-99-A, Ordinance No. 732-X-00-A, Ordinance No. 732-X-01-A, Ordinance No. 732-X-01-B, Ordinance No. 732-X-01-C, Ordinance No. 732-X-02-A, Ordinance No. 732-X-04-A, Ordinance No. 732-X-09-B, Ordinance No. 732-X-13-A, Ordinance No. 732-X-15-A, and as most recently amended on ~~June 9, 2015~~March 30, 2023 by Ordinance No. 732-X-~~1523~~-A, recorded at Instrument Number ~~113119829118790977~~, Public Records of Broward County, Florida, (collectively the “DRI Order”); and

WHEREAS, the DRI Order for all the land in the DRI approved 2,500 high rise dwelling units, 300 townhouse dwelling units, 545,240 square feet of commercial, and 785,000 square feet of office, subject to a flexibility matrix which provides the flexibility to decrease residential units and increase or decrease commercial and general office use. The DRI Order was further amended on June 9, 2015 to allow for the conversion of ~~120240~~ residential units to ~~240480~~ hotel rooms, to clarify the definition of “high rise,” and to amend the timing requirements for the required Shuttle Service Agreement. In no event shall the above development rights exceed the designated gross P.M. peak hour trips of 3,848 and the net P.M. peak hour external trips of 2,699 without first obtaining approval for an amendment to the DRI Order from the City of Sunrise City Commission; and

WHEREAS, ~~on July 15, 2014,~~ the Owners have concurrently submitted applications for a plat note amendment and an amendment to the DRI Order to reflect the 500 dwelling

units and 140,000 square feet of office use¹ approved by the City Commission approved the first on January 14, 2025 via Ordinance No. 712; and

WHEREAS, concurrent with the preparation of this Agreement, the Owners have submitted a new Master Development Plan for (“Metropica via Resolution No. 14-105 (“First Master Plan”). The First Master Plan showed the proposed locations of uses, amenities, and common areas for Phases 1 and 2”), which is consistent with the Long Term Development Plan for Phases 1 and 2; all Development Pods within Metropica. A copy of the Metropica Long Term Development Plan is attached hereto as Exhibit “B”; and

WHEREAS, the sketch and legal description for the portion of the Property governed by the First Master Plan is set forth in Exhibit “A-2” attached hereto and made a part hereof; and

WHEREAS, the phasing of Development Pods within the Project has been updated on the Long Term Development Plan attached hereto as Exhibit “B” to provide flexibility in how the development is sequenced and is not intended to limit each Development Pod to specific geographic locations, while still providing the infrastructure and landscaping necessary for a unified development.

WHEREAS, consistent with Section 16-109 of the City Code, the City previously agreed to approve approved specific terms and conditions, including parking, landscaping, utilities and general regulations particular to the Property which were referred to are being amended with this Agreement and are attached hereto as Exhibit “C” as the “Metropica Phases 1 and 2 Master Plan Design Regulations and Interim Design Regulations”; and

¹ The 140,000 square feet of office use is allocated to the City owned parcel located just north of the Property and is not subject to the terms of this Agreement.

~~WHEREAS, on September 11, 2018, the City Commission approved an Amended Master Development Plan for Metropica via Resolution No. 14-105-18-A (“Amended Master Plan”). The Amended Master Plan showed the proposed locations of uses, amenities, and common areas for Phases 1 and 2 consistent with the Interim Development Plan for Phases 1 and 2;~~

~~WHEREAS, consistent with the Amended Master Plan, the Second Amended and Restated Development Agreement amended and enhanced the “Metropica Phases 1 and 2 Master Plan Design Regulations” with interim and supplementary design regulations referred to as the “Amended Metropica Phases 1 and 2 Master Plan Design Regulations and Interim Design Regulations”; and~~

~~WHEREAS, the Second Amended and Restated Developed Agreement authorized a refund by City of paid park impact fees to Owners upon completion of construction of the “Central Park” as provided below; and~~

~~WHEREAS, concurrent with the preparation of this Agreement, the Owners have submitted a new Master Development Plan (“The Metropica Master Plan”) which not only incorporates the First Master Plan and Amended Master Plan but also shows the proposed locations of uses, amenities, common areas, and the transit station for Phases 3 and 4 consistent with the Long Term Development Plan for all Phases, attached hereto as Exhibit “B”;~~

~~WHEREAS, the sketch and legal description for the Phase 3 and 4 parcels is set forth in Exhibit “A-3” attached hereto and made a part hereof; and~~

~~WHEREAS, this Agreement incorporates the “Metropica Phases 1 and 2 Master Plan Design Regulations” and “Amended Metropica Phases 1 and 2 Master Plan Design~~

~~Regulations and Interim Design Regulations” and supplements them with additional design regulations specific to Phases 3 and 4, all of which together will be described as the “Metropica Master Plan Design Regulations and Interim Design Regulations,” attached hereto and made a part hereof as “Exhibit C” to this Agreement; and~~

~~WHEREAS, the Metropica~~ WHEREAS, the Metropica Master Plan Design Regulations and Interim Design Regulations are the result of the Owners’ design and development consultants working together with City staff to ensure the Project will satisfy the DRI Order and the goals, objectives, and intent of the TOD land use policies contained in the City Comprehensive Plan and City Code, as modified by this Agreement; and

~~and~~

WHEREAS, consistent with Section 16-31(f) of the Code, the City Commission has the authority to approve or deny The Metropica Master Plan after receiving and reviewing recommendations from the City’s ~~Development Review Committee (“DRC”) together with the City’s~~ Planning and Zoning Board (“P&Z Board”); and

WHEREAS, the Owners have ~~agreed to~~prepared the Transportation Demand Management (“TDM”) ~~strategies~~analysis as shown in Exhibit “H”, attached hereto and made a part hereof; and

~~**WHEREAS**, this Agreement also provides for a Metropica Transit Station Plan, as shown in Exhibit “I”, attached hereto and made a part hereof; and~~

WHEREAS the PDD, The Metropica Master Plan, and this Agreement are consistent with the DRI Order and the Property’s TOD land use designation, including the goals, policies and objectives in the TOD category within the City’s Future Land Use Plan; and

WHEREAS, the Owners and the City agree that this Agreement shall be adopted in conformity with Sections 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act (the “Act”) and that this Agreement should be construed and implemented to effectuate the purposes and intent of the Act, and that this Agreement is consistent with the City of Sunrise’s Comprehensive Plan and Land Development Regulations pursuant to Section 163.3227(1)(g), Florida Statutes; and

WHEREAS, public hearings regarding this Agreement have been noticed and conducted pursuant to Section 163.3225, Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and obligations contained herein, the Parties hereby agree that the Agreement is hereby amended and restated as follows:

1. Recitals. The recitals to this Agreement are true and correct and are hereby incorporated herein by reference and made a part hereof.

2. Definitions. Unless otherwise defined in this Agreement, the following terms shall have the meanings below.

“Demucking” shall mean soil improvement work to remove peat, moss, clay, silt and other organic material for purposes of preparing a site for construction and suitable backfill.

“Development Pod” shall mean any individual or all development Pods as identified on the Metropica Long Term Development Plan attached hereto as Exhibit “B.”

"Governmental Authority(ies)" shall mean any federal, state or local agency, department, commission, board, bureau, administrative or regulatory body having jurisdiction over the Property.

~~"Metropica~~The Metropica Master Plan Design Regulations and Interim Design Regulations" shall be those standards contained in **Exhibit "C."**

"Project" shall refer to the development of ~~Phases 1, 2, 3, and 4~~each Development Pod within Metropica as described in this Agreement.

"Site Plan Approval" shall refer to the date the Site Plan for a designated area ~~or Pod~~ is stamped by the City after approval by the City Commission.

3. Recordation of Agreement. Upon approval by the City Commission, this Agreement shall be recorded by the City, at Owners' sole cost and expense, in the Public Records of Broward County, Florida. This Agreement shall run with the Property, unless terminated earlier pursuant to the provisions of Section ~~2223~~, below, and may be modified by mutual consent of the Owners and the City, in accordance with the terms of this Agreement and the Act.

4. Public Facilities & Utilities. Owners shall be required to design, construct and connect the Project to public water, drainage, sewer and gas facilities. Once connected, Sunrise Utilities shall provide public water, sanitary sewage and gas services to the Project. ~~Owners shall bury certain existing overhead power lines in the locations shown on Exhibit "E", attached hereto and made a part hereof.~~Owners shall bury certain existing overhead power lines, adjacent to Pod A prior to issuance of a building permit for a principal structure in Pod A, in the locations shown on Exhibit "E", attached hereto and made a part hereof.It is

the City's understanding that Metropica is finalizing an agreement with the County that will result in the release of the remaining conservation easement encumbering a 0.78-acre portion of the Metropica parcel ("Release"). As part of the Release, Metropica is proposing to contribute Fifty Thousand Dollars (\$50,000.00) to the City toward the Stormwater Pump Station No. 8 Rehabilitation Project. This project is currently under design and is expected to commence construction in Q4 of 2026. The Metropica project is a vital component of the West Sunrise Entertainment District ("District"), and Owners have played a key role in contributing toward realizing the City's vision. Metropica recently donated 19-acres of property to the Florida Turnpike Authority to assist the City and County with the construction of a full interchange at Pat Salerno Drive and the Sawgrass Expressway, which will further development efforts within the District. Prior to issuance of any future building permits within Metropica, and no later than sixty (60) days following approval and execution of the Release, Metropica shall contribute, and City agrees to accept, Fifty Thousand Dollars (\$50,000.00) as Metropica's contribution toward the Pump Station.

5. Reservation or Dedication of Land. The Owners may be required by the City to reserve or dedicate land in connection with development of the Project, and as may be required by permits issued by Governmental Authorities. The roadways may be public roadways dedicated to the Metropica ~~Improvement~~Community Development District ("District")~~or the City,"~~ pursuant to the requirements of the District.

6. Local Development Permits and Approvals. In connection with the development and operation of the Project, the Parties recognize that the following local

development permits and approvals will need to be approved by the City in order to develop the Property consistently with the Code, as modified by this Agreement.

- (a) PDD Rezoning [Ordinance No. 579, Ordinance No. 648];
- (b) Master Plan ~~for Phases 1 and 2~~ Approval [Resolution No. 14-105-19-A];
- (c) Site Plan Approvals for designated areas [Phase I, Pod B-1 – Resolution No. 14-~~91~~191];
- ~~(d)~~ Site Plan Approval for Pod A [Resolution No. 16-165]
- ~~(d)~~(e) Plat Note Amendment;~~(s)~~;
- ~~(e)~~(f) NVAL Amendment (non-vehicular access line) [ORB 50940, Pg. 1160 / ORB 51152, Pg. 452];
- ~~(f)~~ ~~Amended Master Plan for Phases 1 and 2 Approval [Resolution No. XXXXX]~~
- ~~(g)~~ ~~Amended Site Plan for Phases and 1 and 2 Approval [Resolution No. XXXXX]~~
- ~~(h)~~ ~~PDD Rezoning for Phase 3 and 4 parcels [Ordinance No. XX]~~
- (g) DRI Development Orders;
- ~~(i)~~(h) Development Authorization Letter;
- ~~(j)~~(i) Water, Sewer, Paving and Drainage and other site-related permits;
- ~~(k)~~(j) Utility Service Permits per site plan approval per designated areas;
- ~~(l)~~(k) Utility Capacity Reservation Fee;
- ~~(m)~~(l) Building Permits;
- ~~(n)~~(m) Certificate(s) of Occupancy; and

~~{e}(n)~~ Any other official action of the City having the effect of permitting the development of land.

The ~~Project's~~ ~~compliance with this Agreement and the Code~~ shall be determined at the ~~appropriate stages in the permitting process in accordance with the requirements of this Agreement, the PDD, and the Code in effect as of the Effective Date of this Agreement.~~ Pursuant to Florida Statutes, Section 163.3227(1)(i), the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

7. Owner's Acknowledgement, Agreement, and Waiver of Certain Rights.

~~7.~~ The Owner further declares that it has examined and is familiar with the provisions of Section 489.113(3), Florida Statutes, as it may be amended from time to time, and knowingly and specifically waives any rights it may have thereunder, and further agrees to be bound by the City's Policies, Procedures, Standard Details and Specifications for Water Distribution and Sewage Collection Systems, including but not limited to the requirement that all underground water and wastewater system work required herein shall be performed by a contractor or subcontractor holding one of the ~~following~~ licenses ~~pursuant to this section:~~

~~a. State of Florida Certified Underground Utility & Excavation Contractor; or~~

~~b. Broward County Certificate of Competency — General Engineered Construction; or~~

~~c. Broward County Certificate of Competency IA — Primary Pipe Lines.~~

~~The~~required by the City. Developer and Owner ~~agrees(s) agree~~ to comply with the City of Sunrise permitting requirements, including all licensing requirements ~~associated with~~ of the Community Development ~~Department—and~~ Engineering Division. ~~The~~Developer and Owner ~~(s)~~ also ~~acknowledges~~acknowledge that no State or Federal funding or grant funding prohibits the inclusion of this requirement.

8. Consistency. This Agreement is consistent with the requirements contained in that Declaration of Restrictive Covenants recorded in the Broward County Public Official Records at O.R.B. Book 46512, Page 1257, Public Records of Broward County, Florida concerning affordable housing and landscaping. Additionally, this Agreement is consistent with, but does not supersede, the DRI Order requirements.

9. Tree Disposition and Mitigation Plan. A tree disposition and mitigation plan for existing trees is attached hereto and made a part hereof as Exhibit “D.” In addition, paragraph 15 of the “Metropica Master Plan Design Regulations and Interim Design Regulations” provides regulations for tree removal, relocation, and replacement specific to Pods A, B, and C.

~~10. Landscape Phasing Plan. An amended landscape phasing plan is attached hereto and made a part hereof as Exhibit “F.” Modifications to the existing landscaping at the~~

perimeter of the property shall follow a phased approach as described in the table below and indicated on Exhibit "F."

Phase	Description
A	PROJECT LAUNCH The phasing of landscape installation for the Metropica development will follow a logical sequence of construction for buildings and site development. As for perimeter landscape applications, initial activities will include crown pruning for trees that are to remain in place and both crown and root pruning for trees that are to be relocated within the site. Initial phase perimeter landscape will occur along the NW 136th Avenue corridor related to the Metropica real estate sales facility. • This phase will also address the Sunrise Boulevard frontage. The existing condition in this zone is a double row of mature Live Oak trees. However, the outer row of these existing trees has been severely pruned due to existing overhead power lines that will be placed underground. Both rows of oaks along Sunrise Boulevard will be removed or relocated via a phased approach, thus mitigating the visual impact of the tree removal. In addition, trees along Sunrise Boulevard and NW 136th Avenue will be removed to accommodate the installation of a new bypass stormwater drainage pipe. New canopy trees will be installed along this frontage as well as within the site as part of the development of the commercial area (Pod A) in order to mitigate the removed trees.

B	RESIDENTIAL AREA • This phase will address a new East-West urban streetscape (Metropica Boulevard) that runs through the center of the development from NW 136th Avenue to Sawgrass Mills Circle. • This phase will also address the west face of Sawgrass Mills Circle along the Metropica frontage. In this zone, Owners shall make every reasonable effort, through site design, to preserve several mature black olive trees that line the loop road, unless in conflict with public utility construction, operation and maintenance. These trees will be crown pruned over a number of years to improve their health and structure.
C	RESIDENTIAL AREA:— • Phase C of the perimeter landscape will be a continuation of the initial phase along NW 136th Avenue extending north to the conservation easement. Phase C perimeter landscape will occur along the NW 136th Avenue corridor related to the Metropica real estate sales facility.
D	COMMERCIAL AREA:— • This phase will be a continuation of Phase B along Sawgrass Mills Circle which will again continue the preservation of mature Black Olive trees, unless those trees are in conflict with public utility construction, operation and/or maintenance, to maintain a consistent statement of street trees along the loop road.

10. Development of Development Pods. An amended Metropica Long Term Development Plan is attached hereto and made a part hereof as Exhibit “B,” which is inclusive of landscaping and other required infrastructure improvements to support development of each Development Pod within the Project. Development of each Development Pod is not intended to be viewed as a linear timeline of development, but instead expresses when each improvement shall be constructed in the Project, provided that all master infrastructure for roads, water, sewer, etc. are in place to support development within each Development Pod. Specifically, each Development Pod can be developed

independently of the other Development Pods and the sequencing of development for each Development Pod is unknown and dependent upon current market conditions.

11. Landscape & Hardscape. A Landscape & Hardscape Plan is attached hereto as Exhibit "F." Landscaping for individual Development Pods of the Project shall be approved through the site plan process. Notwithstanding anything to the contrary in the City's code of ordinances, green (living or artificial) walls, vines, shade structures, or other similar accessory landscape feature shall be allowed consistent with the Metropica Master Plan Design Regulations and Interim Design Regulations. Exhibit "F" includes timing requirements of when landscaping and hardscaping is to be installed.

12. Special Events. Notwithstanding anything to the contrary in the City's Code of Ordinances, the Owners may temporarily close streets to facilitate street fairs, green markets, and the like ("Special Events") providing all required City permits are applied for and approved prior to any Special Events. In order to maintain and preserve the quality of the Project, Special Events shall not include events that may be considered to negatively impact life and safety of the community.

11.13. Off-Site Improvements. The Owners shall provide certain off-site improvements in the time and manner described in the DRI, table below and in Exhibit "G" attached hereto and made a part hereof. Any proposed off-site improvements located on private property are subject to consent of the property owners._____

Item	Description
1	The Owners shall ~~provide a transit station~~ <u>fund, construct, or cause the construction of the improvements to SR-84</u> in the time and manner described in Section 3.7.48.1 of the DRI. <u>[COMPLETED]</u> .
2	The Owners shall ~~fund, construct, or cause~~ <u>provide</u> the ~~construction~~ <u>turn lane and median modifications</u> associated with the East – West connector prior to the issuance of the ~~improvements to SR-84 in the time and manner described in Section 3.8.1~~ <u>second certificate</u> of the DRI. ~~[COMPLETED]~~ <u>-occupancy</u> .
3	The Owners shall provide the turn lane and ~~median~~ <u>access</u> modifications associated with ~~the East – West connector~~ <u>Parcel A</u> prior to the issuance of ~~a certificate~~ <u>the Certificate of occupancy</u> <u>Occupancy</u> for ~~Phase 1a building in Parcel A.~~
4	~~The Owners shall provide the turn lane and access modifications associated with Phase 2~~ <u>Parcel B</u> prior to the issuance of ~~a certificate~~ <u>the Certificate</u> of ~~occupancy~~ <u>Occupancy</u> for ~~buildings~~ <u>a building</u> in ~~Phase 2~~ <u>Parcel B</u> .
5	~~The Owners hereby commit to install future offsite improvements for~~ <u>shall provide</u> access and ~~driveways necessary to ensure connectivity~~ <u>median modifications at Green Toad Road in accordance with adjacent roadways and properties as such connection points become available</u> <u>the recoded development of reginal impact order.</u>
6	~~Within six (6) months from the issuance of the first Certificate of Occupancy for the first new Area 2 principal structure, the Owners shall enter into an agreement with the City of Sunrise to develop an ADA-compliant alternative fuel shuttle service that will provide regular service between Metropica and Westerra, and other nearby points of interest.~~ <u>The Owners hereby commit to install future offsite improvements for access and driveways necessary to ensure connectivity with adjacent roadways and properties as such connection points become available.</u>

~~12. — Park Impact Fee Refund. — Section 16-68 of the City Code establishes the City's park dedication and fee in-lieu calculations for residential development within the City. City hereby acknowledges that, in accordance with the DRI, TOD land use designation, and approved Master Plan, Owners will be dedicating and substantially improving a +/- two (2) acre park ("Central Park") centrally located among the eight (8) residential towers and providing a pedestrian connection between the mixed-use development located south of the~~

~~residential towers and the office park located north of the residential towers. Pursuant to the formula provided in Section 16-68(1)(c) of the City Code which provides park dedication in lieu fee amounts that vary based on the number of bedrooms in a residential unit, the total deposit due into the nonlapsing deposit account for parks for all of the residential units within Metropica is approximately \$1.4 million. This dollar amount is based on the table below which shows the intended unit mix for the project and associated fee amounts:-~~

Unit Type	In Lieu Fee- Amount	Number of Units	Total Fee- Amount for Unit Type
1 bedroom- unit	~~——\$443.62~~	1100	\$487,982.00
2 bedroom- unit	~~——\$609.98~~	800	\$487,984.00
3 bedroom- unit	~~\$831.78~~	300	\$249,534.00
4 bedroom- unit	~~——\$978.73~~	183	\$179,107.59
TOTAL		2383	\$1,404,607.59

~~—— The City acknowledges that Owners will be expending considerably more funds on dedicating and improving the Central Park than the park dedication fee in lieu amount above. As such, the City agrees to accept the park dedication and funds to be expended by Owners to construct the Central Park improvements in satisfaction of all City park dedication in-lieu fees required by Section 16-68 of the City Code. City acknowledges and agrees that, upon the Owners' completion of construction of the Central Park and the Owners' sufficient~~

~~demonstration to the City of the actual amounts expended on construction of the Central Park including provision of pertinent construction contracts, material receipts, paid invoices, etc. Owners shall be entitled to a full refund, excluding interest, for all park fees that have been deposited into the City's nonlapsing deposit account as a precondition to issuance of a building permit for any of the residential units within Metropica. City shall refund to Owners all park fees previously paid by Owners within sixty (60) days of the date on which Owners complete all Central Park construction improvements, such as demucking and hardscape improvements, and City completes final inspections, approves and closes out all permits for the Central Park improvements and acknowledges receipt of sufficient documentation to evidence the actual costs for construction of the Central Park. In the event Owners complete and convey the Central Park in accordance with the process set forth above prior to commencing construction on one or more of the remaining residential towers, Owners shall be vested with full credit for all otherwise required City Park Impact Fees and exempt from paying any additional City Park Impact Fees for such remaining residential towers. For clarity purposes, in no event shall the Owners be entitled to a refund greater than the actual amounts spent on the Central Park Improvements, and in no event shall the Owners be entitled to a refund greater than the actual amount deposited into the nonlapsing deposit account.~~

~~———In the event, prior to issuance of the refund contemplated above, the unit mix provided in the table above changes or the fee in lieu amounts changes, the Owners or the City, as the case may be, shall have the right to seek adjustment of the refund amount.~~

On-Demand Shuttle Service – The Metropica DRI and Development Agreement currently obligate Owners to participate in transit-oriented improvements and/or funding in the form of a transit station and shuttle agreement. The Parties acknowledge that the transit station obligation is no longer warranted given Broward County’s decision to locate a transit station immediately north of Metropica. The City has addressed the need for a West Sunrise shuttle by engaging Freebee to implement an on-demand shuttle system that currently includes a fleet of four (4) electric vehicles. Metropica hereby agrees to participate in funding its proportionate share of the on-demand shuttle program as follows: (1) for calendar years 2026, 2027, 2028 and 2029, Metropica shall contribute \$110,000.00 annually to the City no later than January 31st of each year; (2) prior to 2030, the City shall evaluate ridership for the Freebee program in order to determine which West Sunrise businesses and destinations (i.e., Metropica, Westerra, Sawgrass Mills Mall, American Express, Arena, Sawgrass Corporate Park, etc.) are using the Freebee program and Metropica’s proportionate share payment shall be adjusted accordingly; (3) prior to 2030, the City shall use its best efforts to develop a mechanism for assessing all West Sunrise property owners who benefit from the Freebee program. The parties acknowledge pending the outcome of the ridership study that the on-demand shuttle fleet may expand beyond the current four (4) vehicles and that Metropica shall be obligated to pay its proportionate share based on use and ridership as determined by such study. The City acknowledges and agrees that during the first four (4) years Metropica is making payments to the City, Metropica shall be entitled to exclusive advertising rights to advertise businesses within the Western Sunrise Entertainment District on the backseat screen/monitor located within one (1) Freebee vehicle at no cost to Metropica, and that Metropica shall have the exclusive right to sell such advertising within such

vehicle. Metropica's exclusive advertising rights shall automatically cease and terminate upon the City establishing a mechanism to fund the Freebee program. Metropica's payment obligation hereunder shall cease in the event the Freebee program or any other on-demand shuttle program is abandoned or discontinued by the City. Considering Metropica's commitments and obligations outlined in this Section, the City agrees that the Transit Station and Shuttle obligations outlined in the DRI and Development Agreement have been satisfied.

13.14. Transportation Demand Management. The Transportation Demand Management analysis, attached hereto as Exhibit "H," shall be updated as needed as part of the DRI Biennial Report to provide for monitoring and implementation of the Commute Trip Reduction Plan, in compliance with paragraph 3.7.1(h) of the DRI Development Order.

~~14. Transit Station. In compliance with the requirements of the DRI, the Owners shall construct the Transit Station in accordance with the Metropica Transit Station Plan attached hereto as Exhibit "I."~~

15. Nonresidential Structured Parking – The Parties acknowledge that Metropica's success is contingent on density and intensity that requires a mix of uses and the need for structured parking ("Structured Parking") in order to accommodate the level of development currently approved for Metropica through the DRI, TOD land use, Plat and PDD Master Plan. The Parties further acknowledge the importance of minimizing the difference in cost between surface parking spaces and all structured parking spaces used for commercial, office and other non-residential purposes ("Nonresidential Uses") within Metropica. In lieu of the current Economic Incentive Agreement between the City and Metropica, the parties have

agreed to work towards amending the Economic Incentive Agreement to focus the incentive to partially offset the structure parking costs for non-residential uses within Metropica.

15.16. Compliance with Regulations in Effect at the Time of Development. This Agreement is subject to the Section 16-109(d)(14) of the City -Code, which provides, “[u]nless otherwise specifically described within the development agreement, final development plans and development permits for uses/structures within the PDD shall comply with regulations, ordinances and resolutions in effect at the time of PDD master plan approval. If there are no prevailing regulations, the director of community development or his/her designee shall reserve the right to make final determination on any site design regulation. This provision shall be included in the development agreement.”

16.17. Binding Effect of Agreement. The obligations, - conditions, rights and duties imposed on the Parties pursuant to this Agreement shall run with the Property and be binding upon the City and the Owners as covenants running with the land. The terms of this Agreement shall be binding upon and enforceable by and against the Parties, including their personal representatives, heirs, successors, grantees and assigns, and this Agreement shall be recorded as provided herein.

17.18. Amendment of Agreement. Unless otherwise provided for in this Agreement, amendments to this Agreement consistent with the purpose of this Agreement, may be made with the mutual consent of the Parties, provided such amendment is approved by the City Commission pursuant to the Act, which approval shall not be unreasonably withheld, conditioned or delayed and further provided that such approval is memorialized in a written document executed by the Parties consistent with Florida Statutes, Section 163.3225.

18-19. Notice. Whenever either of the Parties desires to give notice to the other it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party from whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. At present, the Parties designate the following as the respective places for giving of notice, which may be amended from time to time, in writing by providing the new notice information to each of the Parties, without amending this Agreement.

City:

City of Sunrise

Community Development Department

Attn: Shannon Ley, Director

~~1601 NW 136th Avenue, Building A 10770~~

W Oakland Park Blvd.

Sunrise, Florida ~~33323~~33351

With copies to:

~~Kimberly A. Kisslan~~Thomas P. Moss,

Sunrise City Attorney

City Attorney's Office

10770 ~~West~~W Oakland Park Blvd.-

Sunrise, ~~FL~~Florida 33351

And

~~Richard Salamon~~Mark Lubelski, Sunrise

City Manager

City Manager's Office

10770 W- Oakland Park Blvd.-

Sunrise, Florida 33351

Owners:

~~Metropica Lands, LLC~~

Metropica Lands, LLC Series A

Metropica Series B Venture, LLC

Metropica Residential I, LLC

Metropica Residential II AND III, LLC

Metropica Residential II, LLC

Metropica Series C Venture, LLC

~~1601 Sawgrass Corporate Parkway~~

~~Suite 140~~

1800 NW 136th Avenue,

Sunrise, FL 33323

Attention: Erick Collazo

With copies to:

Scott Backman, Esquire

~~Dunay,~~ Miskel & Backman, LLP

14 S.E. 4th Street, Suite 36

Boca Raton, FL 33432

~~19.20.~~ Governing Law & Venue. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to the choice of law principles thereof, including any canon, custom or rule of law requiring that this Agreement be construed against the drafting party. Venue for any legal or equitable action undertaken in connection with this Agreement shall be in Broward County, Florida. Except as otherwise provided for in this Agreement, should the Parties become involved in legal action arising under this Agreement, each party shall be responsible for their respective ~~attorney's~~attorneys' fees and costs. The Parties agree to waive a jury trial and proceed to a bench trial if necessary.

~~20.21.~~ Headings & Interpretation. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular, the use of any gender shall be held to include every other and all genders and caption and paragraph headings shall be disregarded. All parties to this Agreement have participated fully in negotiation and preparation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

~~21.22.~~ Time is of the Essence. Time shall be of the essence for each and every provision of this Agreement.

~~22.23.~~ Waiver. No delay or failure on the part of either Party to exercise any right or remedy accruing upon the occurrence of an event or violation of this Agreement shall affect

any such right or remedy, held to be an abandonment thereof or to preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by a party shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

~~23-24.~~ Effective Date and Duration of Agreement. Upon execution, this Agreement shall be sent by the City to the Florida Department of Economic Opportunity (the “DEO”). This Agreement shall become effective on the thirtieth (30th) day following receipt of this Agreement by the DEO and shall expire on ~~September 11, 2033~~December 8, 2041, consistent with the DRI Development Order expiration date as amended or extended from time to time, unless sooner terminated by mutual consent of the parties. The Metropica Master Plan and Metropica Master Plan Design Regulations and Interim Design Regulations attached hereto as Exhibit “B” and Exhibit “C”, respectively, shall survive the termination, cancellation or expiration of this Agreement.

—25. Demucking Standards. All development within Parcel B shall be subject to certain Demucking Standards, attached as Exhibit “J” hereto (“Demucking Standards”). Certification of compliance with the Demucking Standards from a professional geotechnical engineer, or other qualified engineer shall be submitted to the City prior to issuance of any vertical building permits within Pod B.-

~~8.25. Hotel Parking Requirements. Notwithstanding provisions or design guidelines of the Agreement to the contrary, concurrent with a site plan application for hotel use in Phase~~

~~2, Owner may request approval of a reduced parking requirement in accordance with Section 16-109 of the City's Code of Ordinances and as approved by the City Commission concurrent with site plan approval.~~

9.26. ~~Extension of Tree Mitigation, Landscaping, and Power Line Modification Deadlines.~~

~~Notwithstanding provisions of Sections 9 or 10 or Exhibits D, E, or F of the Agreement to the contrary, Owner shall not be obligated to commence perimeter tree mitigation, perimeter landscaping, or power line modification until obtaining a Certificate of Occupancy for the third building in Phase 2, other than tree mitigation, landscaping and power line modification associated with a specific site plan.~~

IN WITNESS WHEREOF, the City and the Owners have made and executed this Agreement on the respective dates under each signature; the City signing by and through its Mayor authorized to execute same, and the Owners, signing by and through a duly authorized officer.

CITY OF SUNRISE

By: _____
_____, Mayor
_____ day of _____, 201202

AUTHENTICATION:

City Clerk
(SEAL)

Approved as to form and legal sufficiency by
Office of the City Attorney for the City of
Sunrise, Florida

City Attorney
By: _____

OWNERS

~~Signed, sealed and delivered
in the presence of:~~

~~METROPICA LANDS, LLC, a Delaware limited
liability company-~~

~~Printed Name: _____~~

~~By: _____~~

~~Printed Name: _____~~

~~Title: _____~~

~~Date: _____~~

Signed, sealed and delivered
in the presence of:

METROPICA LANDS, LLC Series A, a
Delaware limited liability company

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Signed, sealed and delivered
in the presence of:

METROPICA SERIES B VENTURE, LLC, a
Delaware limited liability company

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Signed, sealed and delivered
in the presence of:

METROPICA RESIDENTIAL I, LLC, a
Delaware limited liability company

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Signed, sealed and delivered
in the presence of:

METROPICA RESIDENTIAL II, LLC, a
Delaware limited liability company

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

~~Signed, sealed and delivered~~
~~in the presence of:~~

~~METROPICA RESIDENTIAL I, LLC, a~~
~~Delaware limited liability company~~

~~Printed Name: _____~~

~~By: _____~~

~~Title: _____~~

~~Printed Name: _____~~

~~Date: _____~~

Signed, sealed and delivered
in the presence of:

METROPICA RESIDENTIAL II AND III, LLC, a
Delaware limited liability company

Printed Name: _____

By: _____

Printed Name:_____

Title: _____

Date: _____

Signed, sealed and delivered
in the presence of:

METROPICA SERIES C VENTURE, LLC, a
Delaware limited liability company

Printed Name:_____

By: _____

Title: _____

Printed Name:_____

Date: _____

LIST OF EXHIBITS

EXHIBIT A-1	Legal Description of Property (~~Parcels A, B, C except City Parcel~~)
EXHIBIT A-2	~~Sketch and Legal Description – Phase 1 and 2~~
EXHIBIT A-3	~~Sketch and Legal Description - Phase 3 and 4~~
EXHIBIT B	Metropica Long Term Development Plan
EXHIBIT C	~~Amended~~ Metropica -Master Plan Design Regulations and Interim Design Regulations
EXHIBIT D	~~Amended~~ Tree Disposition and Mitigation Plan
EXHIBIT E	Power Line Modification Plan
EXHIBIT F	~~Amended~~ Landscape <u>Phasing & Hardscape</u> Plan
EXHIBIT G	~~Amended~~ Off-Site Improvements Plan
EXHIBIT H	Metropica Transportation Demand Management Plan
EXHIBIT I	~~Metropica Proposed Transit Station Plan~~ <u>Not Used</u>
<u>EXHIBIT J</u>	<u>Parcel B Soils Demucking Standards</u>
<u>EXHIBIT K</u>	<u>Streetscape Design</u>

~~July 22, 2019~~~~March 10, 2025~~ [September 8, 2025](#)

EXHIBITS:

~~July 22, 2019~~~~March 10, 2025~~ 5-21-25September 8, 2025

EXHIBIT A-1
LEGAL DESCRIPTION OF PROPERTY
~~[Parcels A, B, C except City Parcel]~~

LEGAL DESCRIPTION OF:
METROPICA LAND DEVELOPMENT DISTRICT
 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)
 CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

ALL OF PARCELS "A" AND "B", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE N.89°48'19"E., ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 288.00 FEET POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S.86°45'40"E. CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 200.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.00°11'41"W.;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°11'47" AND A RADIUS OF 2,351.83 FEET, FOR AN ARC DISTANCE OF 8.06 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.64°00'20"E., A DISTANCE OF 27.60 FEET, THE LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF SAID PARCEL "A";

THENCE S.89°48'19"W., A DISTANCE OF 232.91 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF PARCEL "C", OF SAID METROPICA PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERNMOST, SOUTHEASTERLY CORNER OF PARCEL "C", OF SAID METROPICA PLAT, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N48°34'05"W.;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 08°45'36" AND A RADIUS OF 955.00 FEET FOR AN ARC DISTANCE OF 146.01 FEET TO A COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'54" AND A RADIUS OF 1,865.00 FEET FOR AN ARC DISTANCE OF 174.09 FEET TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 2 COURSE BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAWGRASS MILLS CIRCLE;

THENCE N35°43'19"W, A DISTANCE OF 26.58 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°40'53", AND A RADIUS OF 391.00 FEET, FOR AN ARC DISTANCE OF 31.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT, HAVING A BEARING OF S.00°19'17"E.;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'44", AND A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 31.27 FEET TO A POINT OF TANGENCY;

THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 42.87 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

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Craven • Thompson & Associates, Inc.
 ENGINEERS PLANNERS SURVEYOR'S
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
 NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025

JOB NO.: 04-0040-003-01	2 OF 7
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 6/6/25

LEGAL DESCRIPTION OF:
METROPICA LAND DEVELOPMENT DISTRICT

"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 04°09'14" AND A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 14.50 FEET TO A POINT OF TANGENCY;

THENCE N50°20'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 261.56 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 04°09'17" AND A RADIUS OF 202.00 FEET FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY;

THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 77.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 75°40'03" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 57.31 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S45°20'54"W, A DISTANCE OF 24.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S48°38'14"W;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°50'32" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 114.37 FEET TO A POINT OF TANGENCY;

THENCE N19°31'14"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 09°51'17" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 51.60 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°59'31" AND A RADIUS OF 395.00 FEET FOR AN ARC DISTANCE OF 192.98 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°26'56" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY;

THENCE N43°06'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 12.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N43°06'24"W; SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°32'22" AND A RADIUS OF 2,278.00 FEET FOR AN ARC DISTANCE OF 260.00 FEET TO A POINT A POINT ON A NON-TANGENT LINE;

THENCE S46°15'35"W, A DISTANCE OF 96.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N52°03'31"W;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°01'23" AND A RADIUS OF 2,290.00 FEET FOR AN ARC DISTANCE OF 320.67 FEET TO A POINT TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE AND THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C";

THENCE S16°05'53"E, A DISTANCE OF 50.37 FEET;

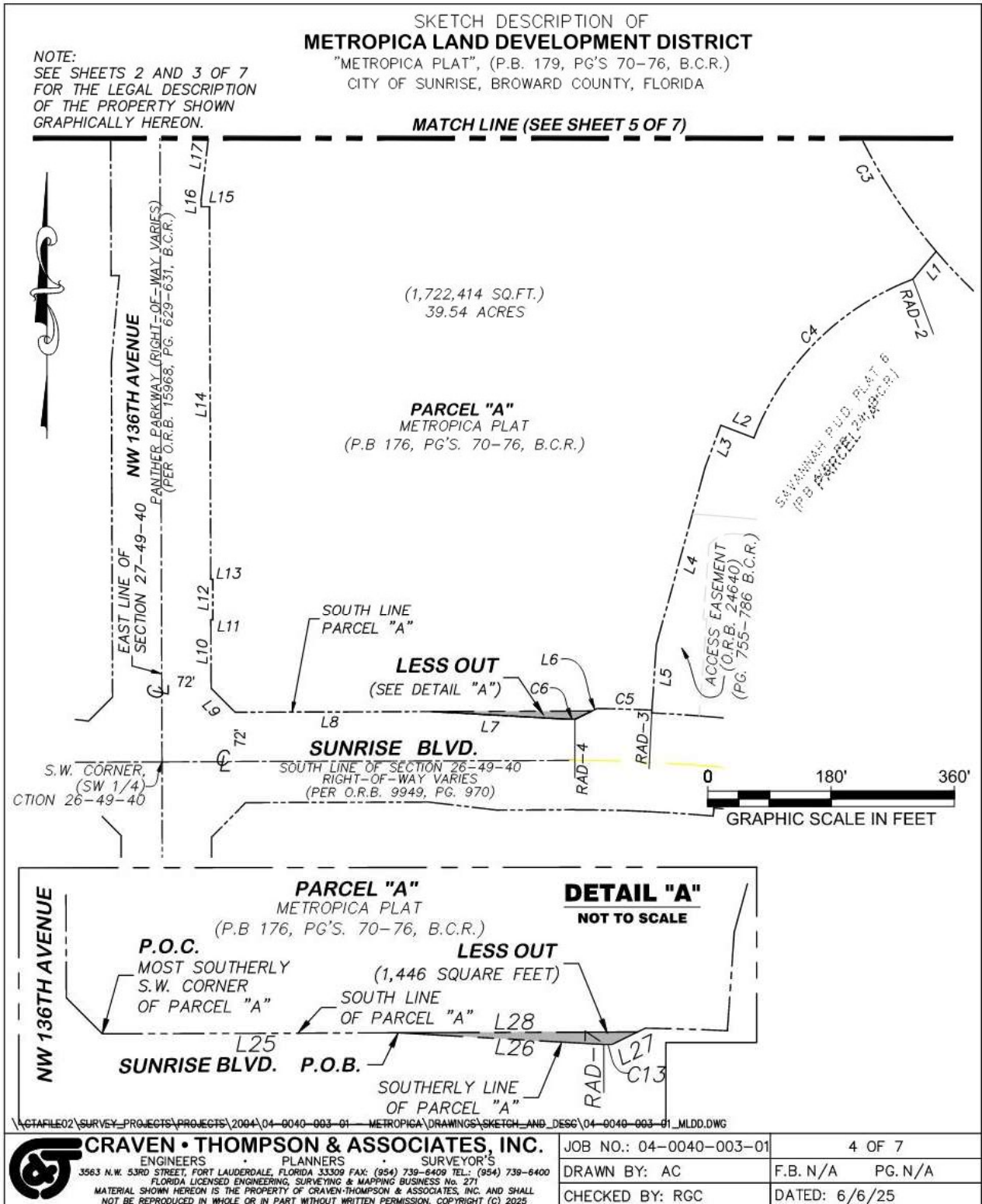
THENCE S62°06'52"E, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN TOAD ROAD AND THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C", A DISTANCE OF 848.35 FEET;

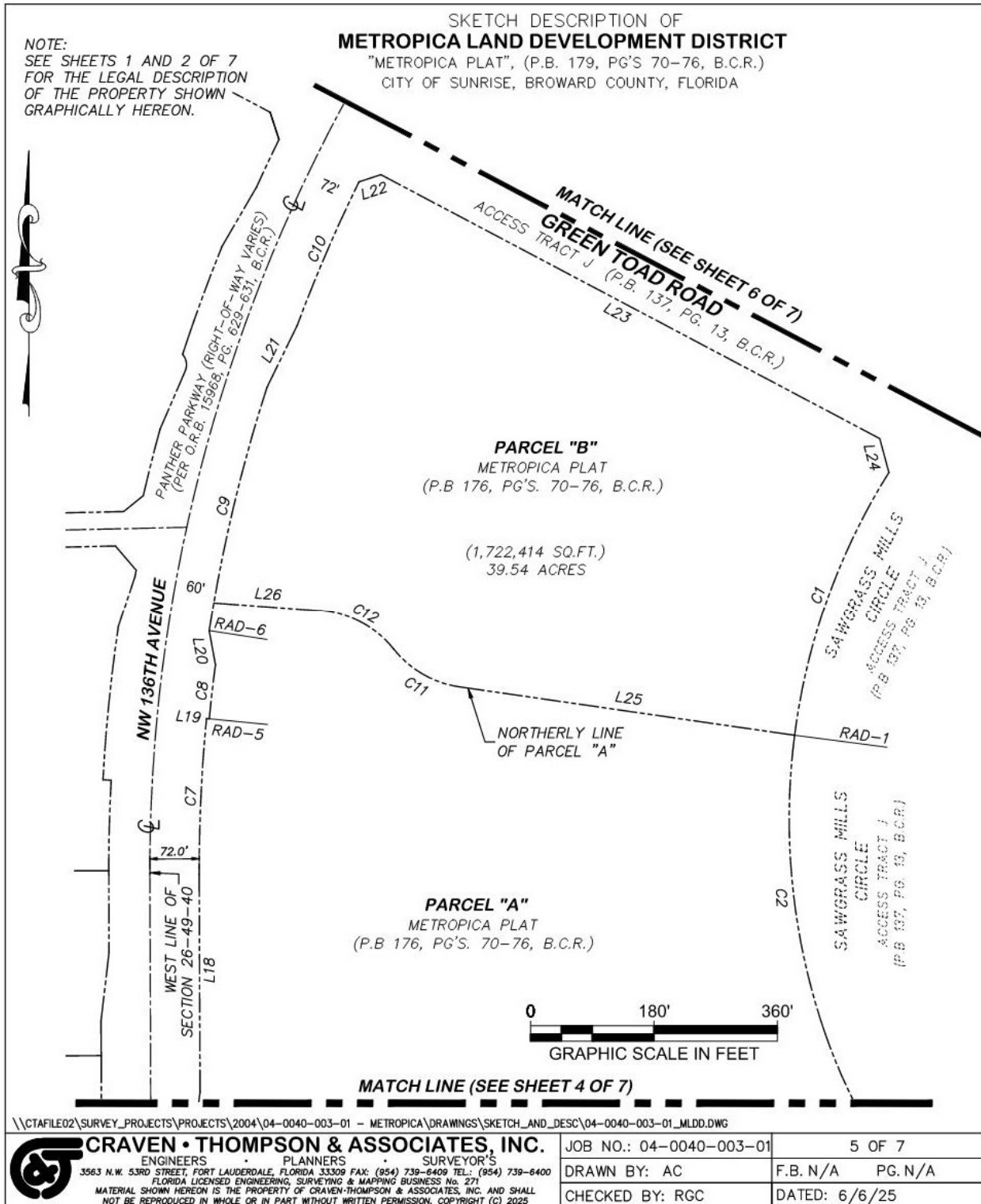
THENCE N79°39'32"E, A DISTANCE OF 43.31 FEET TO THE POINT OF BEGINNING.

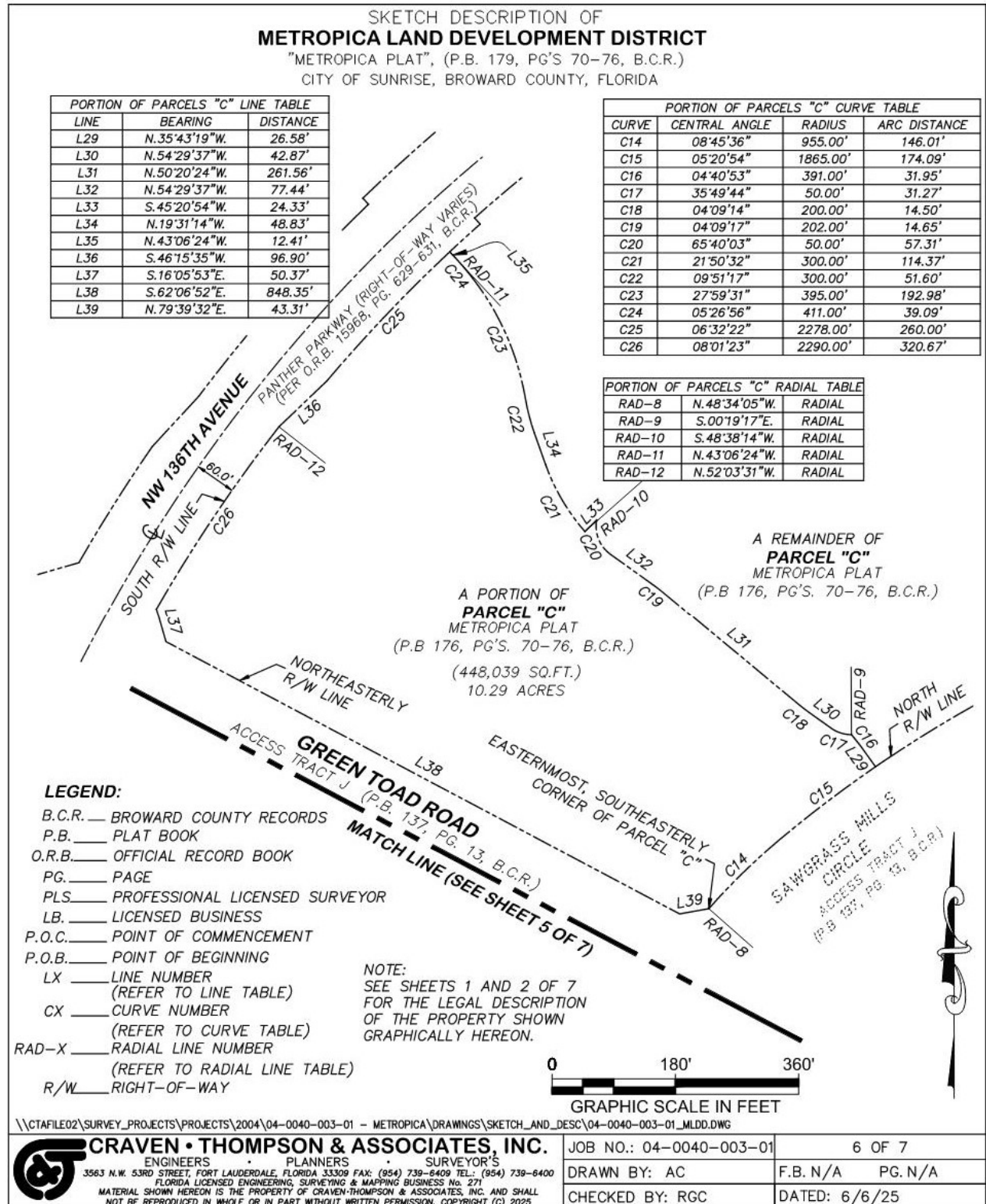
SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 49.83 ACRES OR (2,170,453 SQUARE FEET), MORE OR LESS.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2004\04-0040-003-01 - METROPICA\DRAWINGS\SKETCH_AND_DESC\04-0040-003-01_MLDD.DWG

 Craven • Thompson & Associates, Inc. ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025	JOB NO.: 04-0040-003-01	3 OF 7
	DRAWN BY: AC	F.B. N/A PG. N/A
	CHECKED BY: RGC	DATED: 6/6/25







SKETCH DESCRIPTION OF
METROPICA LAND DEVELOPMENT DISTRICT
"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

PARCELS "A" AND "B" LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.40°05'11"W.	53.01'
L2	N.69°07'10"W.	51.70'
L3	S.20°25'46"W.	65.52'
L4	S.15°20'42"W.	268.86'
L5	S.03°55'49"W.	96.00'
L6	N.64°00'20"E.	36.00'
L7	N.86°45'40"W.	200.36'
L8	S.89°48'19"W.	288.00'
L9	S.45°05'51"E.	49.58'
L10	N.00°11'40"W.	100.00'
L11	N.89°48'20"E.	3.00'
L12	N.00°11'40"W.	60.00'
L13	N.89°48'20"E.	3.00'
L14	N.00°11'40"W.	542.89'
L15	S.89°48'20"W.	12.00'
L16	N.00°11'40"W.	10.09'
L17	N.06°38'56"E.	100.72'
L18	N.00°11'40"W.	316.80'
L19	N.85°43'49"W.	4.00'
L20	N.10°17'15"W.	50.64'
L21	N.25°58'37"E.	100.98'
L22	N.71°52'08"E.	33.65'
L23	S.62°06'52"E.	823.42'
L24	S.15°01'56"E.	51.26'

PARCELS "A" AND "B" CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C1	24°41'20"	955.00'	411.51'
C2	26°25'04"	955.00'	440.33'
C3	21°30'40"	805.00'	302.23'
C4	48°26'28"	399.19'	337.50'
C5	01°56'10"	2367.83'	80.01'
C6	00°11'47"	2351.83'	8.06'
C7	05°43'21"	2278.00'	227.52'
C8	01°59'54"	2274.00'	79.31'
C9	09°09'41"	2290.00'	366.17'
C10	05°43'58"	2278.00'	227.93'
C11	43°21'27"	150.00'	113.51'
C12	47°18'01"	150.00'	123.83'

PARCELS "A" AND "B" RADIAL TABLE		
LINE	BEARING	
RAD-1	N.82°38'15"W.	RADIAL
RAD-2	N.20°40'42"W.	RADIAL
RAD-3	N.02°43'14"E.	RADIAL
RAD-4	N.00°00'05"E.	RADIAL
RAD-5	N.84°28'13"W.	RADIAL
RAD-6	N.81°15'56"W.	RADIAL

LESS OUT LINE TABLE		
LINE	BEARING	DISTANCE
L25	N.89°48'19"E.	288.00'
L26	S.86°45'40"E.	200.36'
L27	N.64°00'20"E.	27.60'
L28	S.89°48'19"W.	232.91'

LESS OUT CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C13	00°11'47"	2351.83'	8.06'

LESS OUT RADIAL TABLE		
LINE	BEARING	
RAD-7	N.00°11'41"W.	RADIAL

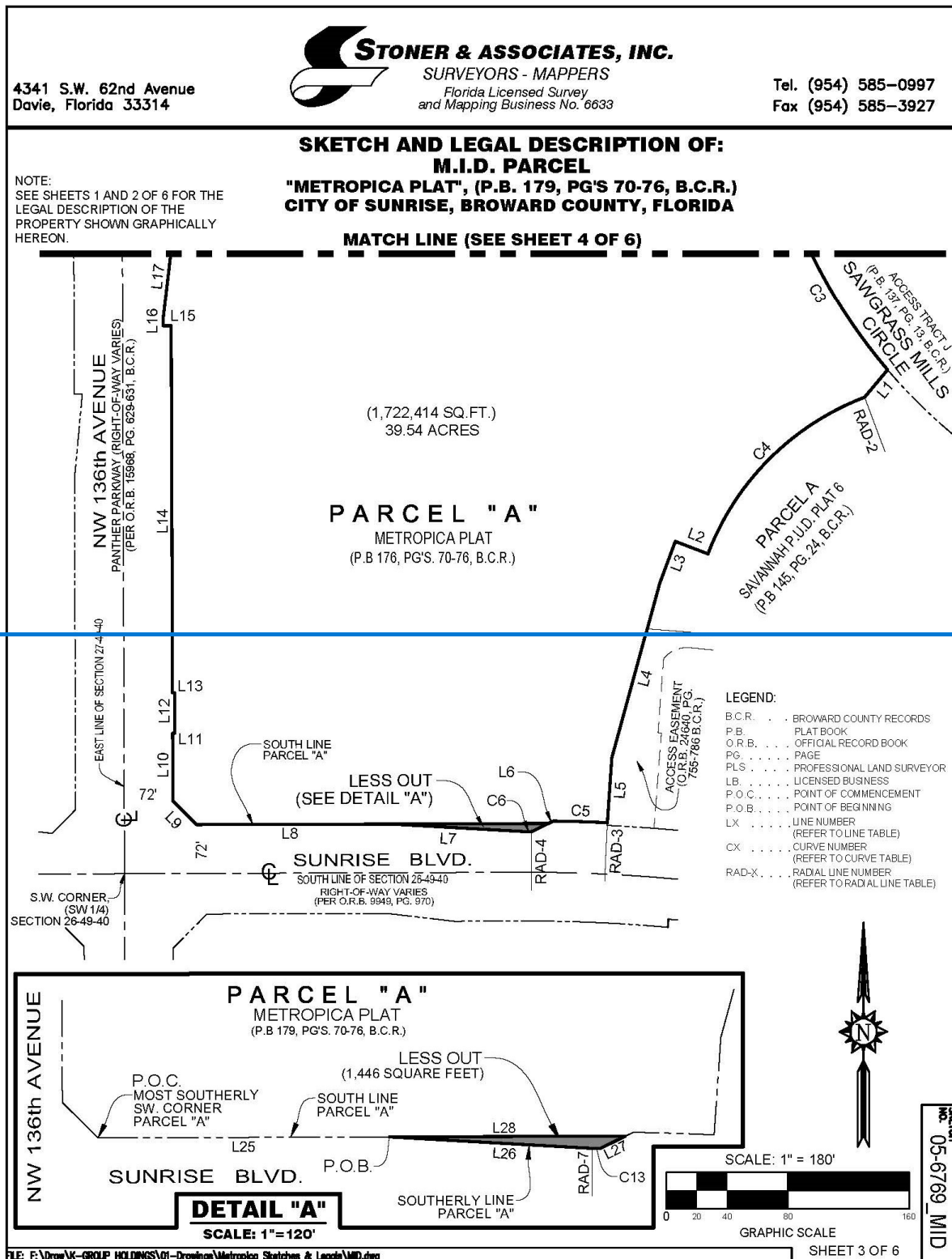
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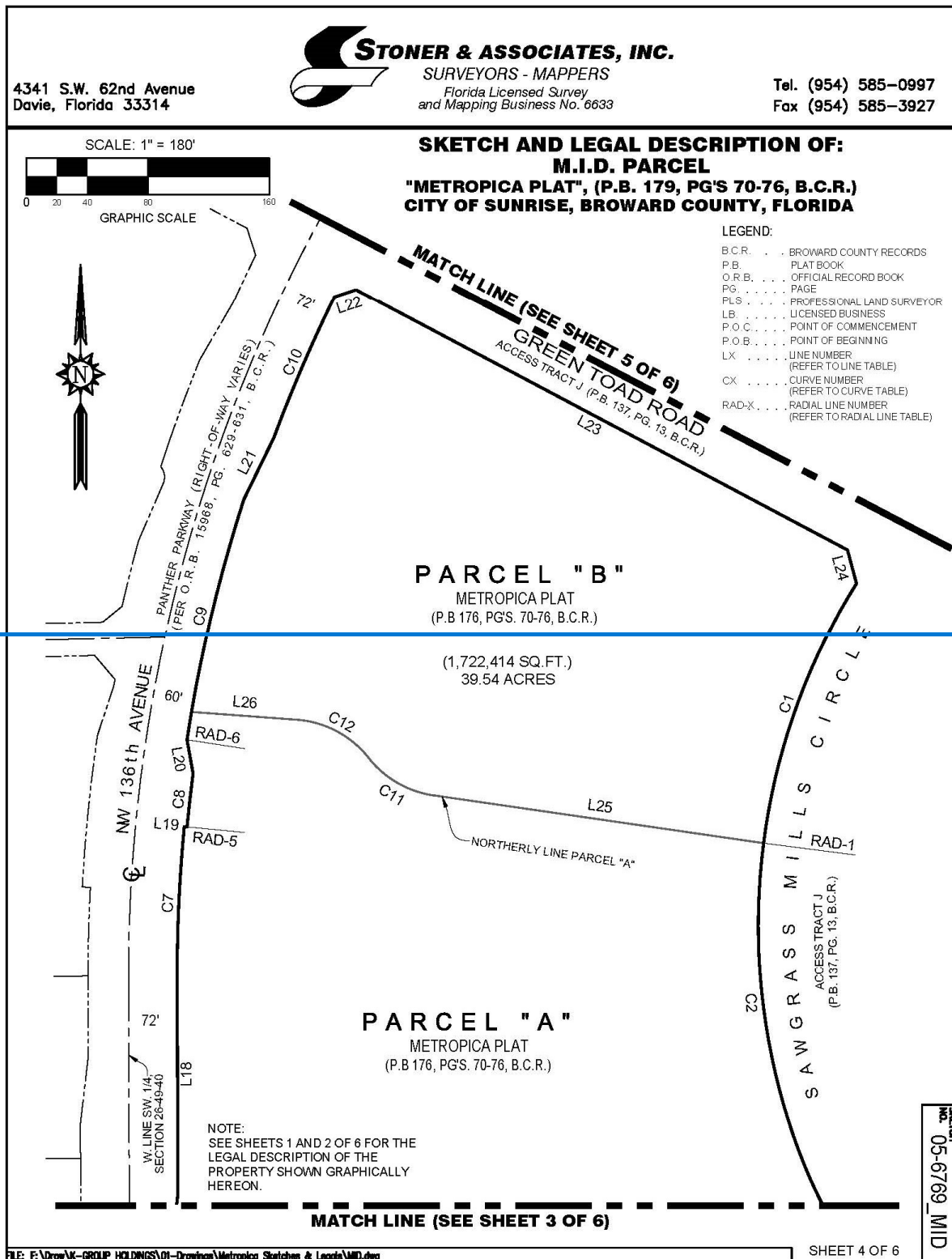
 Craven • Thompson & Associates, Inc. ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025	JOB NO.: 04-0040-003-01	7 OF 7
	DRAWN BY: AC	F.B. N/A PG. N/A
	CHECKED BY: RGC	DATED: 6/6/25

4341 S.W. 62nd Avenue Davie, Florida 33314	 STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey and Mapping Business No. 6633</i>	Tel. (954) 585-0997 Fax (954) 585-3927																							
SKETCH AND LEGAL DESCRIPTION OF: M.I.D. PARCEL "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA																									
LEGAL DESCRIPTION:																									
ALL OF PARCELS "A" AND "B", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:																									
COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A";																									
THENCE N.89°48'19"E., ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 288.00 FEET POINT OF BEGINNING OF THIS DESCRIPTION;																									
THENCE S.86°45'40"E. CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 200.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.00°11'41"W.;																									
THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°11'47" AND A RADIUS OF 2,351.83 FEET, FOR AN ARC DISTANCE OF 8.06 FEET, TO A POINT ON A NON-TANGENT LINE;																									
THENCE N.64°00'20"E., A DISTANCE OF 27.60 FEET, THE LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF SAID PARCEL "A";																									
THENCE S.89°48'19"W., A DISTANCE OF 232.91 FEET, TO THE POINT OF BEGINNING.																									
TOGETHER WITH:																									
A PARCEL OF LAND BEING A PORTION OF PARCEL "C", OF SAID METROPICA PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:																									
BEGIN AT THE EASTERNMOST, SOUTHEASTERLY CORNER OF PARCEL "C", OF SAID METROPICA PLAT, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N48°34'05"W.;																									
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 08°45'36" AND A RADIUS OF 955.00 FEET FOR AN ARC DISTANCE OF 146.01 FEET TO A COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;																									
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'54" AND A RADIUS OF 1,865.00 FEET FOR AN ARC DISTANCE OF 174.09 FEET TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 2 COURSE BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAWGRASS MILLS CIRCLE;																									
THENCE N35°43'19"W, A DISTANCE OF 26.58 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTH;																									
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°40'53", AND A RADIUS OF 391.00 FEET, FOR AN ARC DISTANCE OF 31.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT, HAVING A BEARING OF S.00°19'17"E.;																									
THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'44", AND A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 31.27 FEET TO A POINT OF TANGENCY;																									
THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 42.87 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST																									
THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 04°09'14" AND A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 14.50 FEET TO A POINT OF TANGENCY;																									
THENCE N50°20'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 261.56 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST																									
THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 04°09'17" AND A RADIUS OF 202.00 FEET FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY;																									
THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 77.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;																									
CERTIFICATE: THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">REVISIONS</th> <th style="width: 20%;">DATE</th> <th style="width: 40%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS	DATE	BY										<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="padding: 5px;"> DATE: May 22, 2018 Richard G. Crawford, Jr. PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 — STATE OF FLORIDA </td> </tr> <tr> <td style="width: 25%; padding: 5px;">DATE OF SKETCH:</td> <td style="width: 25%; padding: 5px;">DRAWN BY:</td> <td style="width: 25%; padding: 5px;">CHECKED BY:</td> <td style="width: 25%; padding: 5px;">FIELD BOOK:</td> </tr> <tr> <td style="text-align: center; padding: 5px;">05/22/18</td> <td style="text-align: center; padding: 5px;">DRL</td> <td style="text-align: center; padding: 5px;">RGC</td> <td style="text-align: center; padding: 5px;">N/A</td> </tr> </table>	DATE: May 22, 2018 Richard G. Crawford, Jr. PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 — STATE OF FLORIDA				DATE OF SKETCH:	DRAWN BY:	CHECKED BY:	FIELD BOOK:	05/22/18	DRL	RGC	N/A
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05/22/18	DRL	RGC	N/A																						
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4341 S.W. 62nd Avenue Davie, Florida 33314	 STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey and Mapping Business No. 6633</i>	Tel. (954) 585-0997 Fax (954) 585-3927
SKETCH AND LEGAL DESCRIPTION OF: M.I.D. PARCEL "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA		
LEGAL DESCRIPTION: (CONTINUED) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 65°40'03" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 57.31 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S45°20'54"W, A DISTANCE OF 24.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S48°38'14"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°50'32" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 114.37 FEET TO A POINT OF TANGENCY; THENCE N19°31'14"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 09°51'17" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 51.60 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°59'31" AND A RADIUS OF 395.00 FEET FOR AN ARC DISTANCE OF 192.98 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°26'56" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY; THENCE N43°06'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 12.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N43°06'24"W; SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°32'22" AND A RADIUS OF 2,278.00 FEET FOR AN ARC DISTANCE OF 260.00 FEET TO A POINT A POINT ON A NON-TANGENT LINE; THENCE S46°15'35"W, A DISTANCE OF 96.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N52°03'31"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°01'23" AND A RADIUS OF 2,290.00 FEET FOR AN ARC DISTANCE OF 320.67 FEET TO A POINT TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE AND THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C"; THENCE S16°05'53"E, A DISTANCE OF 50.37 FEET; THENCE S62°06'52"E, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN TOAD ROAD AND THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C", A DISTANCE OF 848.35 FEET; THENCE N79°39'32"E, A DISTANCE OF 43.31 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 49.83 ACRES OR (2,170,453 SQUARE FEET), MORE OR LESS. NOTES: 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD. 2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3. THE BEARINGS SHOWN HEREON ARE BASED ON N 89°48'19"E, ALONG THE SOUTH LINE OF PARCEL "A", METROPICA PLAT, RECORDED IN PLAT BOOK 179, PAGE 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY). 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC. 6. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON, FOR MORE INFORMATION SEE THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 7. SEE SHEETS 3 THRU 5 OF 6 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.		
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METROPICA
 NO. 05-6769_MID





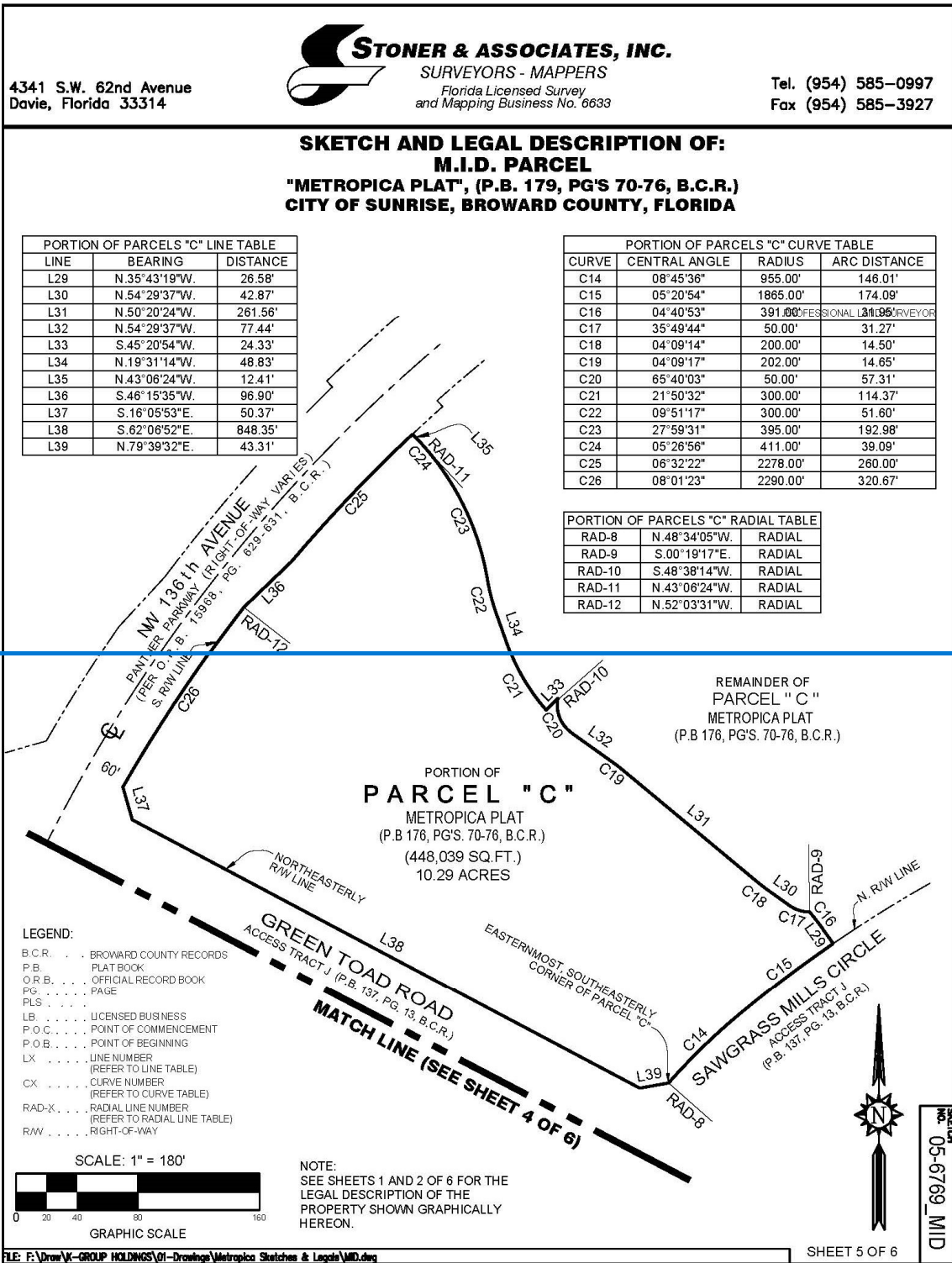


EXHIBIT A-2
SKETCH AND LEGAL DESCRIPTION - PHASES 1 AND 2

4341 S.W. 62nd Avenue Davie, Florida 33314	 STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey</i> <i>and Mapping Business No. 6633</i>	Tel. (954) 585-0997 Fax (954) 585-3927	RECORDING AREA																
SKETCH AND LEGAL DESCRIPTION OF: EXHIBIT A-2 - PHASES 1 AND 2 LEGAL DESCRIPTION CITY OF SUNRISE, BROWARD COUNTY, FLORIDA																			
LEGAL DESCRIPTION: ALL OF PARCEL "A", METROPICA PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION CONVEYED TO BROWARD COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS INSTRUMENT #112834228, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND BEING A PORTION OF PARCEL "A", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THROUGH 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE N.89°48'19"E., ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 288.00 FEET POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.86°45'40"E. CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 200.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.00°11'41"W.; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°11'47" AND A RADIUS OF 2,351.83 FEET, FOR AN ARC DISTANCE OF 8.06 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE N.64°00'20"E., A DISTANCE OF 27.60 FEET, THE LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF SAID PARCEL "A"; ~~THENCE S.89°48'19"W., A DISTANCE OF 232.91 FEET, TO THE POINT OF BEGINNING.~~ SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 28.08 ACRES (1,223,229 SQUARE FEET) MORE OR LESS.																			
NOTES: 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD. 2. BEARINGS SHOWN HEREON ARE BASED ON N.00°11'40"W., ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW. 1/4), OF SECTION 26, TOWNSHIP 49 SOUTH, RANGE 40 EAST, AS SHOWN ON SAID PLAT OF METROPICA PLAT, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY). 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.																			
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REVISIONS	DATE	BY																	
DATE OF SKETCH: 8/14/18	DRAWN BY: DRL	CHECKED BY: RGC	FIELD BOOK: N/A																
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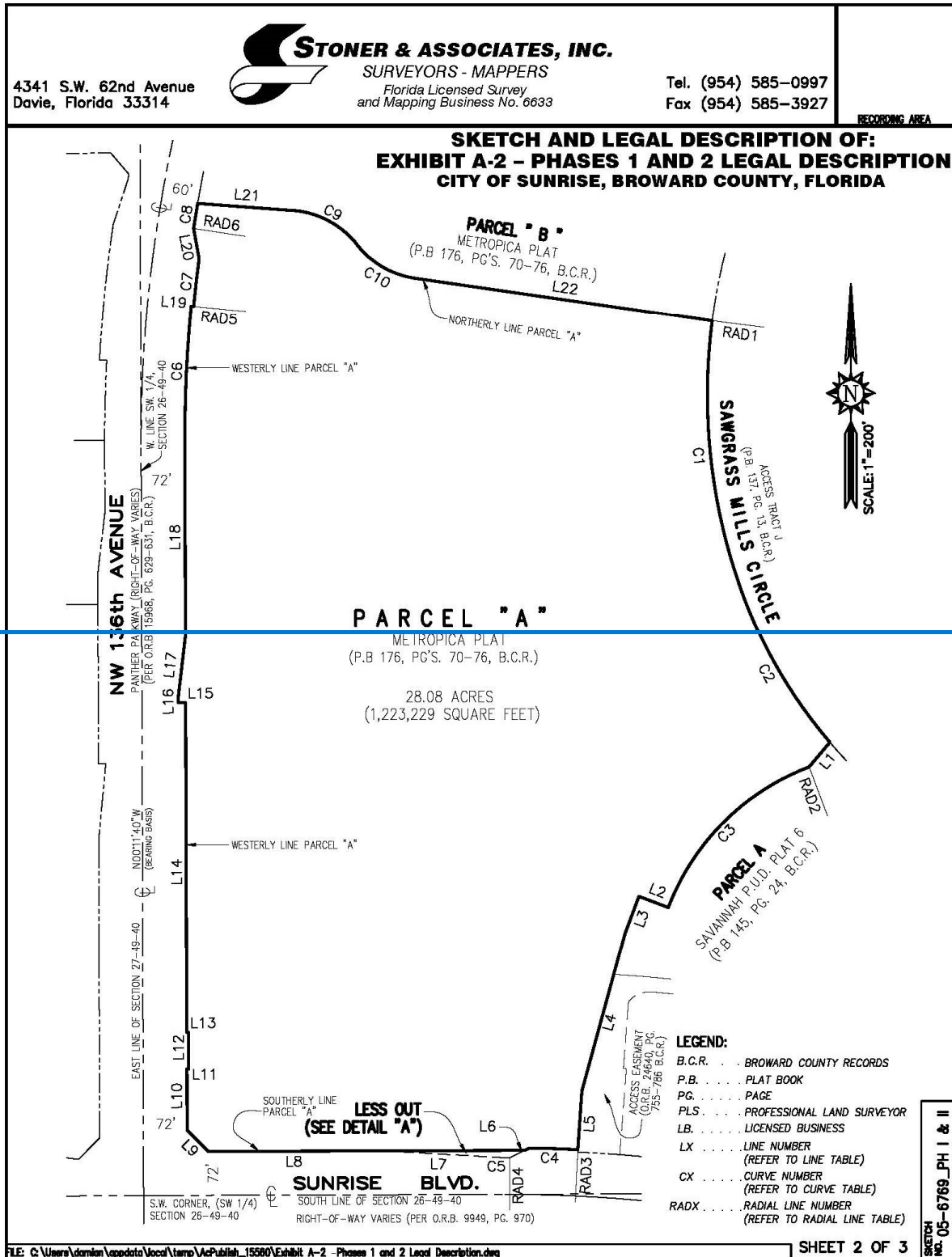


Exhibit A-2
Page 2 of 3 Pages

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

RECORDING AREA

**SKETCH AND LEGAL DESCRIPTION OF:
EXHIBIT A-2 - PHASES 1 AND 2 LEGAL DESCRIPTION
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

LINE TABLE

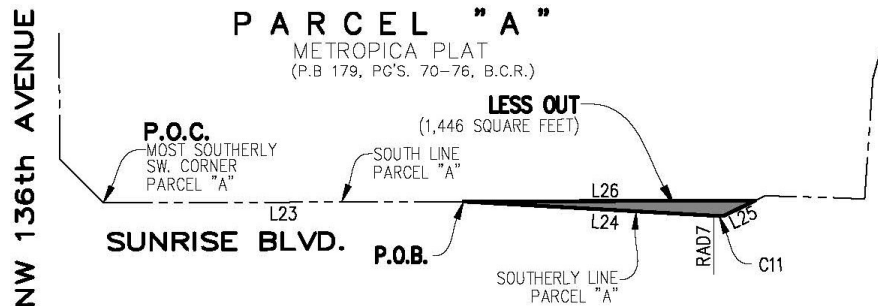
LINE	BEARING	DISTANCE
L1	S.40°05'11"W.	53.01'
L2	N.69°07'10"W.	51.70'
L3	S.20°25'46"W.	65.52'
L4	S.15°20'42"W.	268.86'
L5	S.03°55'49"W.	96.00'
L6	S.64°00'20"W.	36.00'
L7	N.86°45'40"W.	200.36'
L8	S.89°48'19"W.	288.00'
L9	N.45°05'51"W.	49.58'
L10	N.00°11'40"W.	100.00'
L11	N.89°48'20"E.	3.00'
L12	N.00°11'40"W.	60.00'
L13	S.89°48'20"W.	3.00'
L14	N.00°11'40"W.	542.89'
L15	S.89°48'20"W.	12.00'
L16	N.00°11'40"W.	10.09'
L17	N.06°38'56"E.	100.72'
L18	N.00°11'40"W.	316.80'
L19	S.85°43'45"E.	4.00'
L20	N.10°17'15"W.	50.64'
L21	S.85°43'49"E.	156.46'
L22	S.81°47'15"E.	493.96'
L23	N.89°48'19"E.	288.00'
L24	S.86°45'40"E.	200.36'
L25	N.64°00'20"E.	27.60'
L26	S.89°48'19"W.	232.91'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	26°25'04"	955.00'	440.33'
C2	21°30'40"	805.00'	302.23'
C3	48°26'28"	399.19'	337.50'
C4	1°56'10"	2367.83'	80.01'
C5	0°11'47"	2351.83'	8.06'
C6	5°43'21"	2278.00'	227.52'
C7	1°59'54"	2274.00'	79.31'
C8	1°02'37"	2290.00'	41.71'
C9	47°18'01"	150.00'	123.83'
C10	43°21'27"	150.00'	113.51'
C11	00°11'47"	2351.83'	8.06'

RADIAL LINE TABLE

LINE	BEARING	
RAD1	N.82°38'15"W.	RADIAL
RAD2	N.20°40'42"W.	RADIAL
RAD3	N.02°43'14"E.	RADIAL
RAD4	N.00°00'05"E.	RADIAL
RAD5	N.84°28'13"W.	RADIAL
RAD6	N.81°15'56"W.	RADIAL
RAD7	N.00°11'41"W.	RADIAL



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SHEET 3 OF 3

SKETCH
NO. 05-6769_PH I & II

EXHIBIT A-3
SKETCH AND LEGAL DESCRIPTION - PHASES 3 AND 4

4341 S.W. 62nd Avenue Davie, Florida 33314	 STONER & ASSOCIATES, INC. SURVEYORS - MAPPERS <i>Florida Licensed Survey and Mapping Business No. 6633</i>	Tel. (954) 585-0997 Fax (954) 585-3927																
SKETCH AND LEGAL DESCRIPTION OF: PHASE 3 AND 4 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA																		
LEGAL DESCRIPTION: ALL OF PARCEL "B", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: TOGETHER WITH: A PARCEL OF LAND BEING A PORTION OF PARCEL "C", OF SAID METROPICA PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE EASTERNMOST, SOUTHEASTERLY CORNER OF PARCEL "C", OF SAID METROPICA PLAT, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N48°34'05"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 08°45'36" AND A RADIUS OF 955.00 FEET FOR AN ARC DISTANCE OF 146.01 FEET TO A COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'54" AND A RADIUS OF 1,865.00 FEET FOR AN ARC DISTANCE OF 174.09 FEET TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 2 COURSE BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAWGRASS MILLS CIRCLE; THENCE N35°43'19"W, A DISTANCE OF 26.58 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°40'53", AND A RADIUS OF 391.00 FEET, FOR AN ARC DISTANCE OF 31.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT, HAVING A BEARING OF S.00°19'17"E.; ~~THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'44" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 31.27 FEET TO A POINT OF TANGENCY;~~ THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 42.87 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 04°09'14" AND A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 14.50 FEET TO A POINT OF TANGENCY; THENCE N50°20'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 261.56 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 04°09'17" AND A RADIUS OF 202.00 FEET FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY; THENCE N54°29'37"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 77.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 65°40'03" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 57.31 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S45°20'54"W, A DISTANCE OF 24.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S48°38'14"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°50'32" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 114.37 FEET TO A POINT OF TANGENCY; THENCE N19°31'14"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;																		
CERTIFICATE: THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">REVISIONS</th> <th style="width: 30%;">DATE</th> <th style="width: 40%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		REVISIONS	DATE	BY										DATE: Jan 04, 2019 Richard G. Crawford, Jr. PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE OF SKETCH: 1/4/19</td> <td style="width: 25%;">DRAWN BY: DRL</td> <td style="width: 25%;">CHECKED BY: RGC</td> <td style="width: 25%;">FIELD BOOK: N/A</td> </tr> </table>	DATE OF SKETCH: 1/4/19	DRAWN BY: DRL	CHECKED BY: RGC	FIELD BOOK: N/A
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FILE: C:\Users\damian\appdata\local\temp\AcPublish_13504\Phase 3 & 4.dwg		SEAL NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL																
SHEET 1 OF 4		SKETCH No. 05-6769 PH 3 & 4																

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

**SKETCH AND LEGAL DESCRIPTION OF:
PHASE 3 AND 4
"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 09°51'17" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 51.60 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°59'31" AND A RADIUS OF 395.00 FEET FOR AN ARC DISTANCE OF 192.98 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°26'56" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY;

THENCE N43°06'24"W, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 12.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N43°06'24"W; SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°32'22" AND A RADIUS OF 2,278.00 FEET FOR AN ARC DISTANCE OF 260.00 FEET TO A POINT A POINT ON A NON-TANGENT LINE;

THENCE S46°15'35"W, A DISTANCE OF 96.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N52°03'31"W;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°01'23" AND A RADIUS OF 2,290.00 FEET FOR AN ARC DISTANCE OF 320.67 FEET TO A POINT TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE AND THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C";

~~THENCE S10°00'00"E, A DISTANCE OF 60.97 FEET,~~

THENCE S62°06'52"E, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN TOAD ROAD AND THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C", A DISTANCE OF 848.35 FEET;

THENCE N79°39'32"E, A DISTANCE OF 43.31 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 21.75 ACRES OR (947,223 SQUARE FEET), MORE OR LESS.

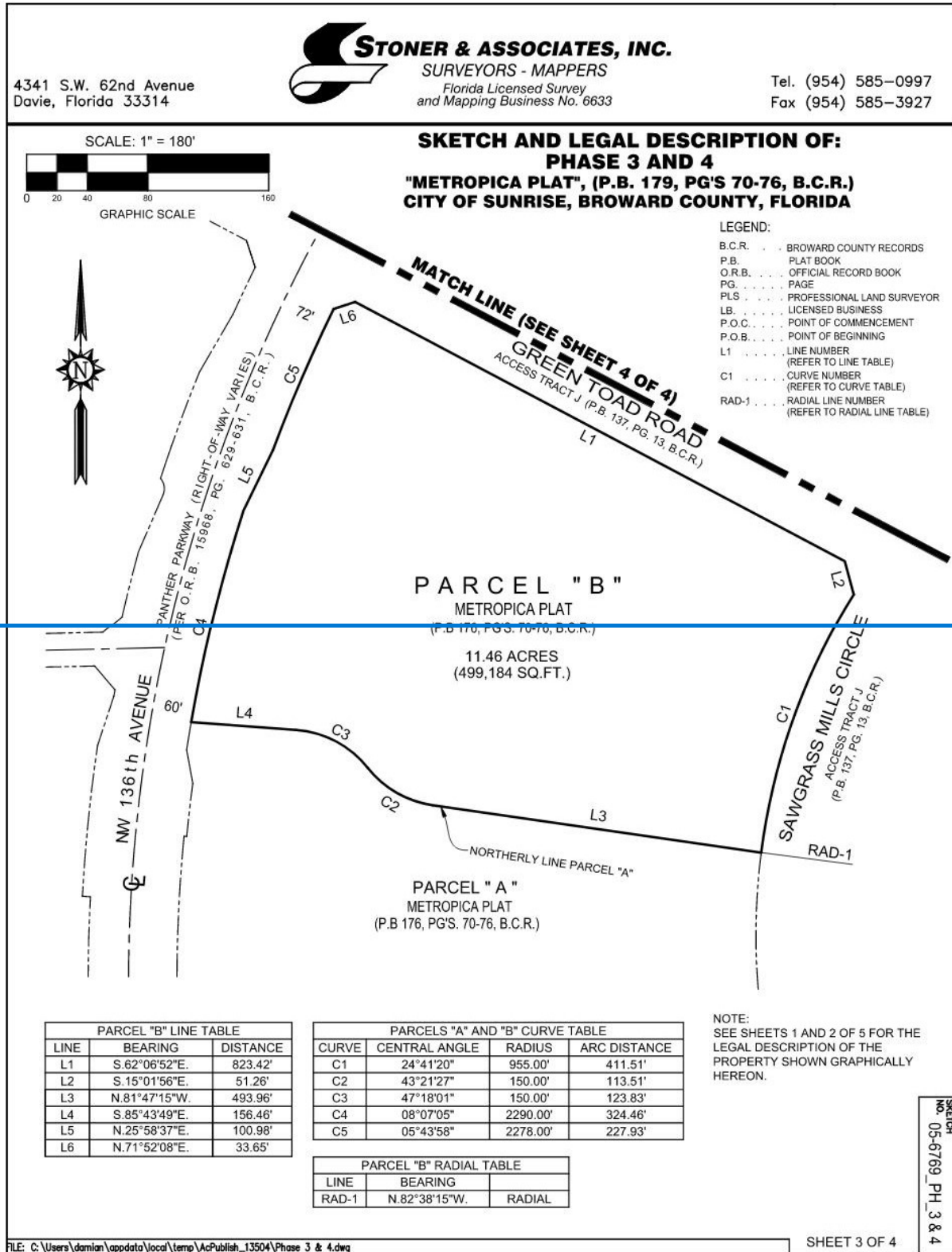
NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.89°48'19"E., ALONG THE SOUTH LINE OF PARCEL "A", METROPICA PLAT, RECORDED IN PLAT BOOK 179, PAGE 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON, FOR MORE INFORMATION SEE THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. SEE SHEETS 3 AND 4 OF 4 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

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SHEET 2 OF 4

SKETCH
No. 05-6769 PH. 3 & 4



4341 S.W. 62nd Avenue
Davie, Florida 33314



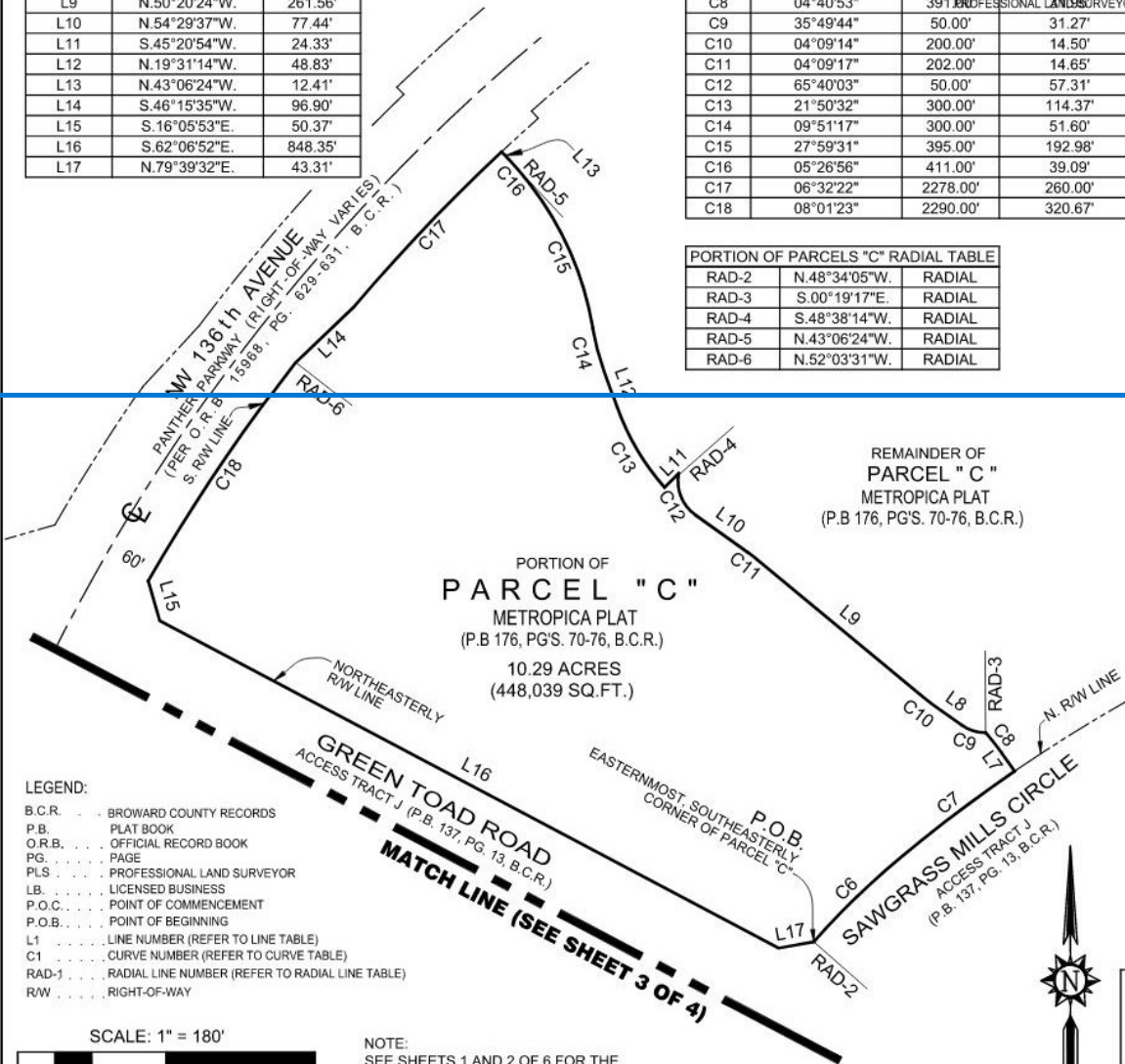
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**SKETCH AND LEGAL DESCRIPTION OF:
PHASE 3 AND 4
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CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

LINE	BEARING	DISTANCE
L7	N.35°43'19"W.	26.58'
L8	N.54°29'37"W.	42.87'
L9	N.50°20'24"W.	261.56'
L10	N.54°29'37"W.	77.44'
L11	S.45°20'54"W.	24.33'
L12	N.19°31'14"W.	48.83'
L13	N.43°06'24"W.	12.41'
L14	S.46°15'35"W.	96.90'
L15	S.16°05'53"E.	50.37'
L16	S.62°06'52"E.	848.35'
L17	N.79°39'32"E.	43.31'

CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C6	08°45'36"	955.00'	146.01'
C7	05°20'54"	1865.00'	174.09'
C8	04°40'53"	391.00'	14.95'
C9	35°49'44"	50.00'	31.27'
C10	04°09'14"	200.00'	14.50'
C11	04°09'17"	202.00'	14.65'
C12	65°40'03"	50.00'	57.31'
C13	21°50'32"	300.00'	114.37'
C14	09°51'17"	300.00'	51.60'
C15	27°59'31"	395.00'	192.98'
C16	05°26'56"	411.00'	39.09'
C17	06°32'22"	2278.00'	260.00'
C18	08°01'23"	2290.00'	320.67'

RADIAL	BEARING	DISTANCE
RAD-2	N.48°34'05"W.	RADIAL
RAD-3	S.00°19'17"E.	RADIAL
RAD-4	S.48°38'14"W.	RADIAL
RAD-5	N.43°06'24"W.	RADIAL
RAD-6	N.52°03'31"W.	RADIAL

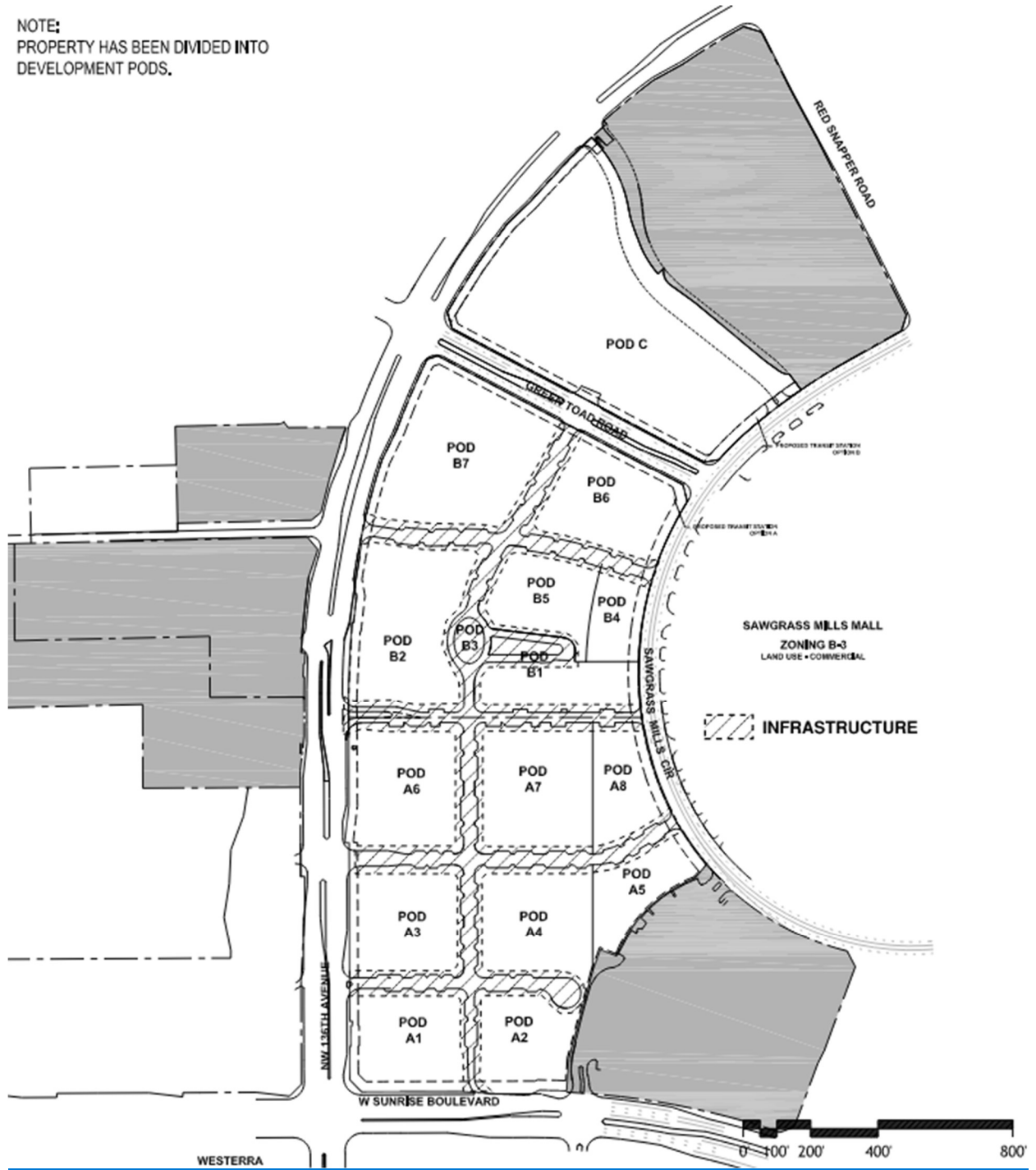


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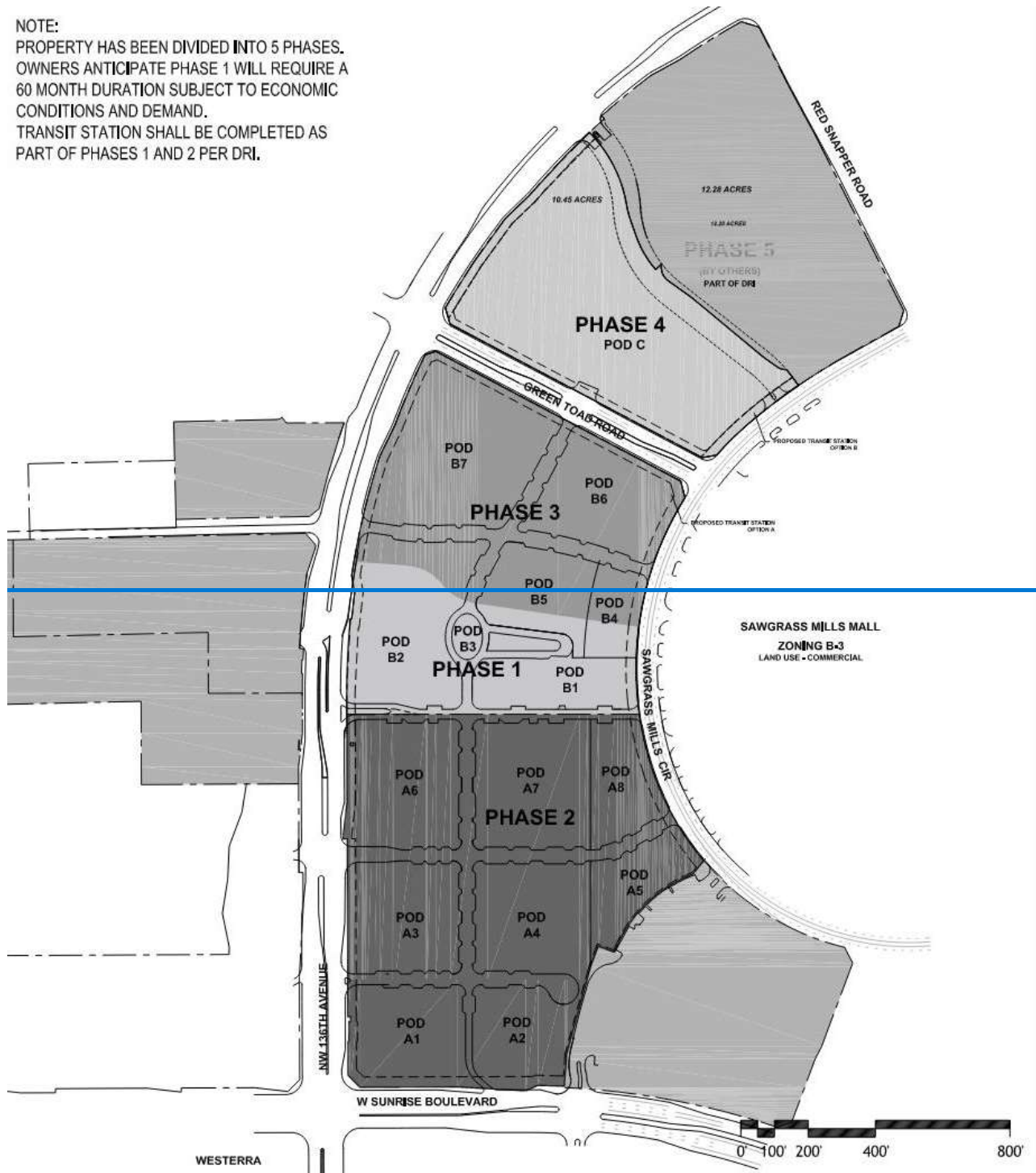
SHEET 4 OF 4

EXHIBIT B
METROPICA LONG TERM DEVELOPMENT PLAN

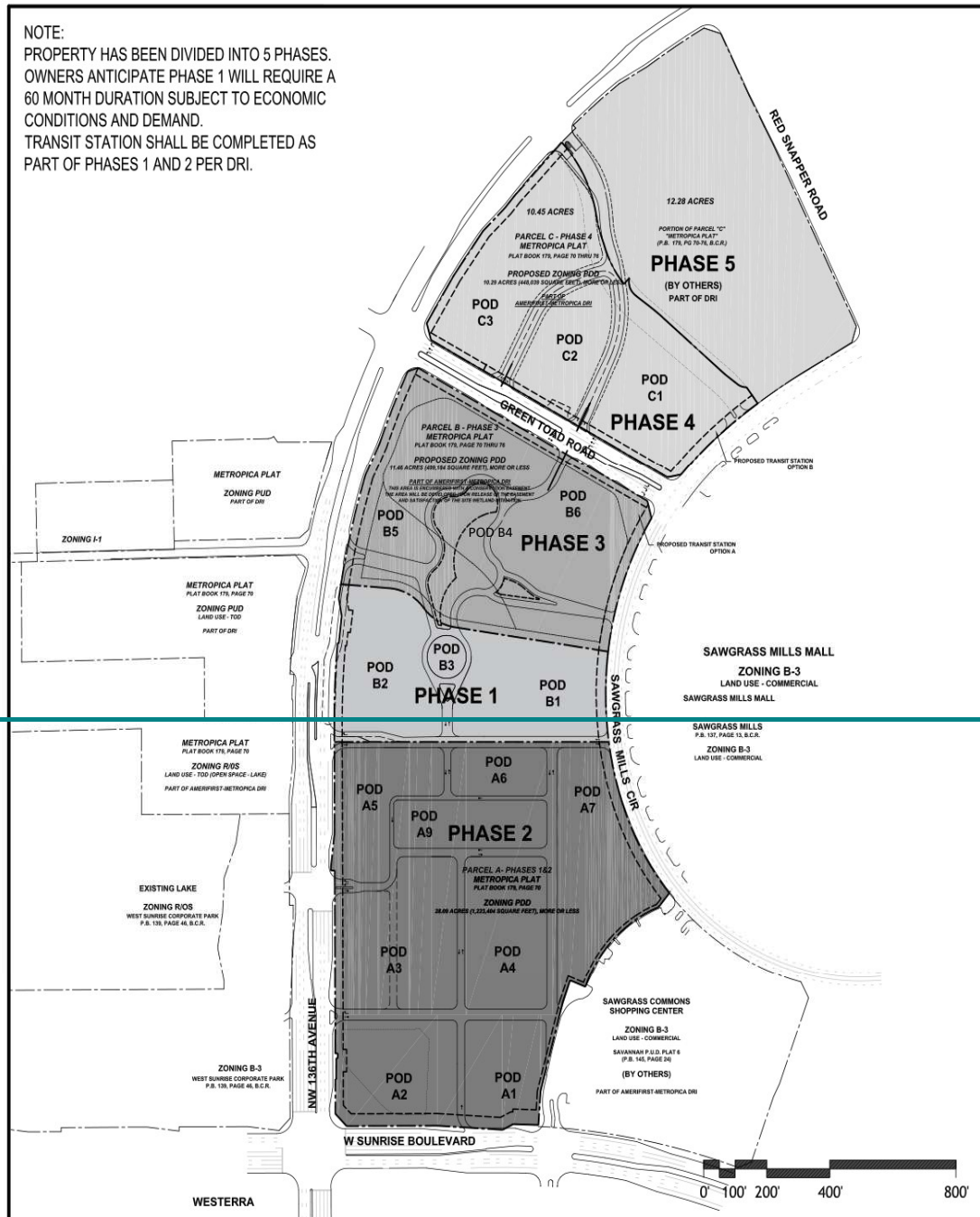
NOTE:
PROPERTY HAS BEEN DIVIDED INTO
DEVELOPMENT PODS.



NOTE:
PROPERTY HAS BEEN DIVIDED INTO 5 PHASES.
OWNERS ANTICIPATE PHASE 1 WILL REQUIRE A
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TRANSIT STATION SHALL BE COMPLETED AS
PART OF PHASES 1 AND 2 PER DRI.



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ci	509 South Exeter Street Baltimore, MD 21202 t: 410.384.4244 f: 800.974.2692 www.ci-designinc.com	METROPICA CONCEPTUAL MASTERPLAN 1800 NW 136TH AVE SUNRISE, FL 33323 CLIENT: METROPICA HOLDINGS, LLC		SHEET TITLE: EXHIBIT B METROPICA LONG TERM DEVELOPMENT PLAN	
		PROJECT NO.: SP13488 DRAWN BY: HV CHECKED BY: DW, JM Copyright (c) by CI Design, Inc. All Rights Reserved.	SCALE: 1" = 400' REVISION: DATE: 05/21/2019	REFERENCE: SHEET NUMBER: 1 OF 1	

~~July 22, 2019~~March 10June 13, 2025

EXHIBIT C
METROPICA MASTER PLAN DESIGN REGULATIONS AND INTERIM DESIGN
REGULATIONS

This Exhibit C to the Development Agreement for Metropica establishes the Design Regulations for the Metropica Master Plan (“Design Regulations”).

Situated in the heart of thriving Western Broward County, Florida, METROPICA is a mixed-use transit-oriented development project that is positioned to become the new “urban core” of the City of Sunrise, Florida. Employing principles of “smart growth,” the project pays particular attention to creating a vibrant community and neighborhood. The development has been conceived as a unique, up-scale experience that will appeal to professionals and residents alike who are looking for an “urban” flavor in an otherwise, suburban landscape (“Project”).

METROPICA is based on “human modernism,” a philosophy that strives to create new cities as “places” that are reflective of their time. The development and its all-encompassing atmosphere strive to bring the best that a vibrant city has to offer to Western Broward County by creating an environment that combines natural beauty Lush, tropical landscaping –complemented by lively, urban plazas will provide the setting for a healthy, robust lifestyle. Taking a morning jog through a green oasis, having an informal afternoon meeting in the outdoors, shopping along elegant commercial streets, or setting out on an evening stroll, are all possibilities that will be available to the people who choose to take part in the METROPICA experience.

METROPICA is a carefully considered master plan which integrates commercial, residential, hospitality and office seamlessly, ensuring that visitors and residents have a sense of belonging to something unique and special. It will redefine the way people live, shop and work. The distinctive vision of the developers will transform the place into a vibrant destination and innovative neighborhood.

METROPICA will be the benchmark for modern and thriving communities in the United States.

It is acknowledged and agreed that based upon the City’s: (i) site constraints; (ii) the goals, objectives and policies contained in the TOD portion of the Land Use Plan; (iii) the requirements and provisions contained in Chapter 16 of the Code; and (iv) the Owners’ intent to develop the Project consistently with the Master Site Plan, it is necessary and important to establish zoning, parking, landscaping, utilities and energy conservation measures and regulations specific to the Project.

Unless specifically defined in these Design Regulations, all capitalized terms shall have the same meaning as such terms are defined in the “Development Agreement for Metropica” to be recorded in Broward County’s Public Records and which these Regulations are a part thereof.

~~The Owner intends to develop the Project in separate phases. Phase 2 will be further developed in subphases. The initial subphase will allow for interim surface parking areas on Pods A, B and C and Pods A1, A2, and A7. The subsequent and final subphase will replace the interim parking areas with development in accordance with the approved the masterplan, and will commence within 3 years of the issuance of the first Certificate of Occupancy for the first principal structure within each phase where Developer has utilized the interim surface parking standards established hereinPhase 2.~~

1. Setbacks*.

- A. The Project shall comply with the setbacks described herein and as identified on Exhibit B Metropica Long Term Development Plan.

Pod	NW 136 th Ave	Sunrise Blvd	Sawgrass Mills Circle	Primary (East-/West)Metropica Blvd	Secondary Streets (Internal) (measured to CDD right of way)	Abutting Pod	North Property Line @ City ParcelAdjoining Tract	Southeast Property Line (@ Sawgrass Commons)Adjacent East Parcel Access Easement	Green Toad Road
A1	N/A25	30	N/A	N/A	50	N/A	5N/A	5N/A	N/A
A2	25N/A	30	N/A	N/A	50	N/A	N/A5N/A	N/A5	N/A
A3	25	N/A	N/A	N/A	50	N/A	N/A	N/A	N/A
A4	N/A	N/A	30N/A	N/A	50	0	N/A5N/A	N/A5	N/A
A5	25N/A	N/A	N/A30	0N/A	05	0	N/A5N/A	N/A10	N/A
A6	N/A25	N/A	N/A	0	05	N/A	N/A	N/A	N/A
A7	N/A	N/A	N/A30	0	05	0	5N/A	5N/A	N/A
A8	N/A	N/A	30	0	50	0	N/A	N/A	N/A
A	N/A	N/A	N/A	N/A	0		N/A	N/A	N/A
B1	N/A	N/A	30	0	0	0	N/A0	N/A	N/A
B2	25	N/A	N/A	0	50	N/A	N/A0	N/A	N/A

B3	N/A	N/A	N/A	N/A	~~N/A0~~	~~N/A~~	~~N/A0~~	N/A	N/A
B4	N/A	N/A	~~N/A30~~	N/A	~~50~~	~~0~~	~~N/A/N/A0~~	N/A	N/A
B5	~~25N/A~~	N/A	N/A	N/A	~~50~~	~~0~~	~~N/A~~	N/A	~~20N/A~~ ~~0~~
B6	N/A	N/A	30	N/A	~~50~~	~~N/A~~	N/A	N/A	20
B7	~~25~~	~~N/A~~	~~N/A30~~	~~N/A~~	~~50~~	~~N/A~~	~~N/A15~~	~~N/A~~	~~20~~
C1	~~N/A25~~	N/A	30	N/A	~~N/A0~~	~~N/A~~	15	N/A	20
C	~~N/A~~	~~N/A~~	~~N/A~~	~~N/A~~	~~0~~		~~15~~	~~N/A~~	~~20~~
C	~~25~~	~~N/A~~	~~N/A~~	~~N/A~~	~~0~~		~~15~~	~~N/A~~	~~20~~

* Architectural building façade ~~features (i.e., awnings, canopies, entrance features, etc.)~~ shall be permitted to encroach no more than 10 feet into setbacks and not within 3 feet of any curb line.

B. Owners are responsible for coordinating any utility conflicts resulting from architectural encroachments with the applicable utility companies.

2. **Maximum Building Height.** Maximum building height shall be measured from the highest point of surrounding sidewalk to the top of roof slab. Allowable projections above roof slabs include: mechanical rooms; elevator overrun & equipment room; access stairs; parapets; cantilevers, projections, corner tower features and finial decorative elements forty feet or less above roof. Minimum height shall be measured to the top of parapet.

The ~~maximum~~ building heights shall be designed according to the following matrix:

<u>Pod</u>	<u>Minimum (Ft)</u>				<u>Maximum - Height (Ft)</u>	
	<u>Residential</u>	<u>Office</u>	<u>Hotel</u>	<u>Commercial Retail</u>	<u>Feet</u>	<u>Stories</u>
A1	<u>115</u>	<u>115</u>	<u>115</u>	<u>*</u>	~~130~~ <u>165</u>	<u>15</u>
A2	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	~~170~~ <u>165</u>	<u>15</u>
A3	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	~~130~~ <u>165</u>	<u>15</u>
A4	<u>100</u>	<u>90</u>	<u>90</u>	<u>0</u>	~~130~~ <u>165</u>	<u>15</u>
A5	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	~~150~~ <u>165</u>	<u>15</u>
A6	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	~~150~~ <u>165</u>	<u>15</u>
A7	<u>100</u>	<u>90</u>	<u>90</u>	<u>0</u>	~~130~~ <u>165</u>	<u>15</u>
A8	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	<u>165</u>	<u>15</u>
B1	<u>140</u>	<u>90</u>	<u>90</u>	<u>*</u>	300	<u>30</u>
B2	<u>140</u>	<u>90</u>	<u>90</u>	<u>*</u>	300	<u>30</u>

Exhibit C

B3*	<u>N/A – Green Space</u>					
B4	<u>140</u>	<u>90</u>	<u>90</u>	<u>*</u>	<u>N/A300</u> <u>0</u>	<u>30</u>
B5*	<u>N/A – Green Space</u>					
B6	<u>140</u>	<u>90</u>	<u>90</u>	<u>*</u>	300	<u>30</u>
B7	<u>140</u>	<u>90</u>	<u>90</u>	<u>*</u>	<u>300</u>	<u>30</u>
C1	<u>100</u>	<u>90</u>	<u>90</u>	<u>*</u>	<u>150300</u> <u>200</u>	<u>20</u>

Pod	Max. Height (feet)
<u>A1, A3, A4, A7</u>	<u>130</u>
<u>A2, C3</u>	<u>170</u>
<u>A5, A6, C1, C2</u>	<u>150</u>
<u>A9</u>	<u>100</u>
<u>B1, B2, B5, B6</u>	<u>300</u>

* Pod A8 Reserved. Pods B3 & B4 B5 Open Space. When commercial / retail is integrated into a mixed-use building, the overall building height shall comply with the minimum height requirements of the other uses.

3. **Open Space.** The Project shall include a minimum of fifteen (15) percent of the total project area as common open space consistent with the requirements of the PDD zoning district. The open space shall be usable by residents, visitors and/or persons employed in the PDD and may include public plazas, landscape areas, outdoor seating areas (except restaurant outdoor seating areas), rooftop gardens, recreation areas and courtyards. Upon written request, the City Manager or his/her designee may authorize the relocation, alteration, and/or dimensional modification of Open Space areas within the Project so long as (1) the relocation, alteration, and/or dimensional modification is not a reduction from the approved masterplan, and (2) the proposed change is limited to the interior areas of the masterplan.

4. **Parking Regulations.**

- A. Shared Parking: POD A: Required Commercial/Mixed-Use Parking Ratio. See Shared Parking Analysis Methodology ~~for Pod A~~ within Attachment 1 to Design Regulations. A

~~B. — POD B: Required Commercial / Mixed Use Residential Parking Ratio. See Shared Parking Analysis Methodology for Pod B within Attachment 1 to Design Regulations. Any discrepancies between this section and Shared parking Analysis, will follow Shared Parking Analysis Exhibit.~~

1. ~~1. — POD B1: Parking ratio, including visitor parking, shall be 1.8 spaces per unit minimum. with the exception of the second residential high-rise building within Pod B to apply for site plan approval (“Tower 2”).~~
2. ~~2. — Excess parking spaces over those spaces dedicated for resident use may be offered by the Owners for purchase by unit owners. Required visitor parking spaces may not be offered for purchase.~~
3. ~~23. — For commercial uses within residential buildings, the Owners shall provide parking pursuant to commercial use requirements within a 1,000 feet radius of the residential building.~~
4. ~~34. — Each site plan submission shall demonstrate sufficient parking is available to accommodate the uses proposed, consistent with the standards described herein and as set forth in the Shared Parking Analysis.~~
- ~~— 545. The following amenities will be provided for residents of Tower 2 in order to minimize parking demand (all of the following amenities are exclusive of the 1.5 spaces per unit required for residents):~~
 - i. ~~— The Developer will incorporate a private car or shuttle service for Tower 2 residents that will be managed and funded by its homeowner’s association.~~
 - ii. ~~— The Developer will incorporate car rental services similar to “Zipcar” and will maintain two (2) spaces at all times for car rental services within the Tower 2 parking garage, adjacent property, or on street.~~
 - iii. ~~— The Developer will incorporate an on-demand ride-sharing service such as “Freebee” for residents.~~
 - iv. ~~— The Developer will incorporate a bicycle rental program between Tower 1 and Tower 2 within Pod B for residents in accordance with City ordinance.~~
- ~~— Designate a staging area for car-sharing, taxi, and/or Uber/Lyft services.~~
- v. ~~656. The first level of the parking garage will be designed and constructed at an appropriate height in order to accommodate mechanical lifts if additional parking is needed. A guaranty or bond will be provided by the Developer for the cost of the mechanical lifts and will be released upon provision of an acceptable utilization study or the construction of lifts, limited to condominiums.~~

~~C. — POD C: Required Commercial/Mixed Use Parking Ratio. See Shared Parking Analysis Methodology for Pod C within Attachment 1 to Design Regulations.~~

~~B.D. Specialty Parking Spaces.~~

1. Parallel and compact spaces shall be permitted to count toward the minimum number of parking spaces required. Compact spaces shall account for no more than 5% of the total required parking spaces per site plan and shall be limited to locations with structural constraints in structured parking garages. The location of compact spaces shall be subject to City approval with individual pod site plan development.
2. No commercial vehicles shall be permitted to be parked within forty (40) feet of any street right-of-way unless screened from view.
3. Bicycle racks and storage facilities shall be provided consistent with the requirements of the City Code and the DRI.
4. Per DRI condition 3.7.1 (b) identification of rideshare drop-off and pick-up locations for Uber, Lyft and other rideshare service providers, including Freebee or any other on demand shuttle or rideshare service offered by the City. Parking spaces with EV charging stations will be strategically where they will be the most beneficial to the project. , a minimum of two percent (2%) of the total parking spaces required for office and retail uses shall be reserved for HOV (carpool and van pool) vehicles or in lieu of HOV requirements, the Metropica developer(s) shall include electric vehicle parking spaces with charging capabilities.

CE. Parking Space Dimensions.

1. All required parking spaces in off-street surface parking areas and multilevel parking garages, except those listed in 4.~~CD~~.2 and 4.~~CD~~.3 below, shall be permitted to be nine (9) feet in width and eighteen (18) feet in length.
- ~~2.~~ Parallel parking spaces shall be permitted to be nine (9) feet in width and twenty-two (22) feet in length.
- ~~2.~~
3. Compact parking spaces shall be permitted to be eight feet six inches (8'-6") in width and sixteen (16) feet in length and shall be limited to locations with structural constraints in structured parking garages. The location of compact spaces shall be subject to City approval with individual pod site plan development.
4. Visitor parking spaces shall be a minimum of nine (9) feet in width and eighteen (18) feet in length.

F.D. Parking Lot Design Standards.

- ~~i.1.~~ Due to the urban form and pedestrian-friendly characteristics desired for the Project, the Owners may employ a variety of curb and gutter types, including “curbless” street profiles, to meet the design objectives of the Project.
- ~~ii.2.~~ Landscaping: See Section 15 of Design Regulations.
- ~~iii.3.~~ Pedestrian circulation shall be provided from all parking lots and garages to the public way.
- ~~iv.4.~~ Within parallel parking groups, a minimum of one (1) landscaping island per ~~three (3)~~~~five (5)~~ parking spaces shall be provided.
- ~~v.5.~~ Wheel stops shall be required at head-to-head parking spaces only.

~~G.E.~~ Parking garages or structures.

- 1. *Height.* A parking garage or structure shall not exceed the maximum height limits described in Section 2 herein.
- 2. *Landscaping.* See landscaping requirements described in Section 15 herein.
- 3. Parking structures shall conform to the requirements of Article VII of the City Code as modified by these Design Regulations, with the exception of the requirements for parking space dimensions, wheel stops, landscape islands and curbing. Parking garages without wheel stops must provide alternative means of protection from vehicles for pedestrians and structures at the time of site plan application.

F. Interim Parking Areas. In each respective site plan application for any ~~pod~~~~Phase 2 only~~, the Owners/~~Developer~~ may~~shall~~ identify the location of interim parking areas ~~as authorized in Pods A1, A2, and A7 as shown on Exhibit “B” to the Development Agreement. The Owners shall also clearly state in the respective site plan applications that each~~

- 1. ~~i.~~ Interim parking areas shall not exist for longer than 3 years from issuance of certificate of occupancy.
- ~~1.~~ Owner / Developer shall submit a parking exhibit showing current and future replacement of Interim Parking with permanent parking.
- 2. Owner / Developer shall submit a parking exhibit showing current and future replacement of Interim Parking with permanent parking.
- ~~1.3.~~ Design Requirements
 - a. Landscaping islands shall be incorporated at the end of parking rows, shall each include a tree with irrigation, and shall subdivide grouping of parking spaces so that no uninterrupted grouping exceeds thirty (30)

spaces in a row. Light poles shall be incorporated into the landscaping islands as needed to meet the City Code's photometric requirements.

- ~~b.~~ A minimum of one (1) tree for each thirty (30) required parking spaces shall be provided in interim parking areas.

~~b.~~

- ~~e.~~ Where interim parking areas are proposed, landscape areas creating an entry way with a landscape entry feature including trees, shrubs, and irrigation shall be designed and constructed at entrances off NW 136 Avenue and Sunrise Boulevard and extend to the first primary internal street, on both sides, for pods with interim parking located adjacent to NW 136th Avenue or Sunrise Boulevard. Requirement must be complete prior to issuance of a certificate of occupancy for the building(s) which the interim parking serves.

~~c.~~

- ~~d.~~ Where interim parking areas are proposed landscaped areas shall be incorporated at project entrances adjacent to Sunrise Boulevard, or NW 136th Avenue on Pods A1 or A2, and Sawgrass Mills Circle. Landscaped areas shall be incorporated at project entrances the Sunrise Boulevard entrance between Sunrise Boulevard and the first primary internal street, including both sides of Metropica Way with pedestrian walkways.

- ~~d.~~ Landscaping, irrigation, lighting, perimeter fencing, and environmental graphics at the perimeter of interim surface parking lots along Sunrise Boulevard, NW 136th Avenue, Green Toad Road and Sawgrass Mills Circle perimeter roads Sunrise Boulevard and NW 136th Avenue shall meet the full buildout design in accordance with the approved site plan. Such perimeter landscaping and other improvements shall be installed and constructed prior to issuance of the first Certificate of Occupancy within the respective podPhase 2. Landscaped areas shall also include entry features, entrance icons, and perimeter sidewalks.

- ~~e.~~ Where interim parking areas are proposed, the sidewalk shall be designed and constructed to a minimum of ten feet for any pod with interim parking. Requirement must be complete prior to issuance of a certificate of occupancy for the building(s) which the interim parking serves.

- ~~f.~~ Screen fencing shall be provided at the perimeter of interim surface parking lots along Sunrise Boulevard and/or NW 136th Avenue along Sunrise Boulevard and NW 136th Avenue. The fencing shall only be provided along Sunrise Boulevard and NW 136th Avenue. The design of

such fencing shall fully screen the interior parking area and incorporate decorative elements, but shall not include any mesh screening.

g. Interim Parking Areas may be used as staging areas to allow construction of other pod(s). Owner / Developer shall submit a parking plan to replace required parking for approval by Community Development.

~~f.—~~

H.G. Temporary Offsite Parking~~Dis.~~ The project may temporarily provide required parking spaces in parking locations outside of Pods A, B or CA1, A2, and A7, such as through agreements with adjacent or nearby property owners to allow for construction operations and temporary occupancy while Pods are developed. Temporary Parking may be utilized when Owner/Developer cannot accommodate Interim Parking due to construction sequencing. The Owners shall request approval for temporary offsite parking in each respective site plan application ~~for Phase 2,~~ with identification of the location and amount of offsite parking requested in compliance with City Code section 16-142.

1. No more than twenty-five (25%) percent of the total required parking spaces may be provided at off-site locations, excluding permanent resident parking.
2. Off-site parking may only be utilized to provide employee parking, unless otherwise authorized by the Community Development Department.
3. Shuttle service must be provided for off-site parking locations greater than one-quarter (1/4) mile from the Project, ~~or a shuttle transportation time that does not exceed a (10) ten minute drive time.~~
4. Each site plan submission shall demonstrate the total number of parking spaces provided in on-site and off-site parking locations is sufficient to accommodate the proposed uses.
5. For site plans approved with Temporary Offsite Parking, a certificate of occupancy will only be issued for uses and intensities provided with onsite parking.
- 4.6. If temporary off-site parking is located within oneless than a-quarter mile (1/4) from the destination site parking, provide a safe pedestrian route must be provided from the temporary off-site parking to the destination project pedestrian entrance.

H.I. Valet Parking (Pod A). ~~Pod A~~The Pproject may integrate valet parking for multiple users including, but not limited to, restaurants, offices, hotel and retail establishments, provided a valet parking permit is obtained in compliance with Section 16-153 of the City's Land Development Code.

1. No more than 10% of the total parking spaces provided ~~in Pod A~~ may be used for valet parking.
2. Prior to the issuance of certificate of occupancy, the Owners shall have an approved valet plan and study ~~consistent with Attachment 2 to these Design Regulations~~ identifying the location, operations and all other pertinent data relating to the proposed valet parking services. The Owners shall submit a preliminary valet study at the time of site plan approval. The valet plan may be modified from time to time to conform with future uses, subject to the approval of the Director of Community Development or designee.

~~K.I.~~ Tandem Parking. Tandem parking shall be permitted within parking garages for residential or valet uses only.

1. Tandem parking shall not block any access aisles, accessible spaces, walkways or residential visitor parking.
2. Tandem parking spaces utilized by a valet parking service shall be identified on a valet parking plan to be submitted by the Owners for approval by the City at time of site plan application.

~~L.J.~~ Loading / Service Zones.

1. The Owners will employ a variety of loading / service areas throughout the Project, including loading bays, on-street loading zones and shared trash / compactor bays.
2. Loading bays and trash bays may be shared between uses.
3. On-street loading shall be permissible in designated loading zones.
 - i. Designated on-street loading zones shall have a minimum width of 9'-0" and a minimum length of forty (40) feet.
 - ii. On-street loading zones shall be clearly marked with striping, paving patterns, bollards, signage or other forms of markings.
4. Residential buildings shall have internal loading and service areas.

K. Bus Shelters.

1. Bus shelters and associated improvements shall be constructed in accordance with the City's standard bus shelter prototype design.

5. **Displays.** Shall be permissible within the Project including, but not limited to, exterior locations as designated by the Owners, subject to approval by the Community Development Department of the City of Sunrise. Displays shall not be visible from Sunrise Boulevard and NW 136th Avenue. Displays shall not contain "stock-in-trade merchandise." Displays may include ~~automobiles~~, art exhibits, community exhibits, and

cultural exhibits. Required permits in compliance with the City Code of Ordinances must be obtained.

6. Minimum Sizes for Dwelling Units.**6.**

<u>Pod</u>	<u>Condos^b</u>				<u>Apartments^c</u>			
	<u>Studio</u>	<u>1BR</u>	<u>2BR</u>	<u>Each Addtl BR</u>	<u>Studio</u>	<u>1BR</u>	<u>2BR</u>	<u>Each Addtl BR</u>
<u>A1</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A2</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A3</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A4</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A5</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A6</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A7</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>A8</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>
<u>B1</u>	<u>550</u>	<u>625 avg / 600 min.</u>	<u>900 avg / 875 min</u>	<u>125</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>B2</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>
<u>B3</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>B4</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>
<u>B5</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>B6</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>
<u>B7</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>	<u>450^a / 550</u>	<u>600^a / 600</u>	<u>750^a / 900</u>	<u>125^a / 150</u>
<u>C1</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>	<u>550</u>	<u>600</u>	<u>900</u>	<u>150</u>

^a If building is greater than minimum height for respective pod, then minimum unit size shall be the lower number shown.

^b* *Condominium Dwelling Units shall be defined as those dwelling units which are offered for sale as part of a condominium association. Condominium and apartment buildings shall have a minimum of 40% two-bedroom or larger units.*

^c** *Apartment Dwelling Units shall be defined as those dwelling units which are offered as rental units.*

~~A. The Metropica Condominiums Tower One (Pod B1) will offer state-of-the-art living, gathering and amenity facilities with unparalleled design style as curated by international and domestic design firms. The development objective is to offer the Western Broward market an alternative to the eastern seaboard-geographic area of South Florida, adjacent to a world class shopping, office, and hotel destination by creating a unique amenity-rich lifestyle setting with multiple offering.~~

~~i. Conveniences: Dedicated gated parking with security systems, optional valet service, concierge type services, smart home adaptable technology with Wi-Fi and high speed internet capabilities throughout offering, optional “connected devices” for owners’ convenience and energy management. Sustainable design including high efficiency appliances, systems, windows, and plumbing fixtures.~~

~~The Owners will also include a nature sensitive design, with preservation of wetlands and native species enhancing the homeowners’ natural experience.~~

~~ii. Tower One (Pod B1) CCondominium Standards to be incorporated into the project: Metropica Development:~~

~~— Imported dDesigner porcelain flooring, typically white or grey-based for superior durability and maintenance-free~~

~~a. Luxurious stainless steel Designer appliance package (Whirlpool Gold or equivalent):~~

~~1. Stainless Steel Counter-depth range with oven and cook top~~

~~2. Stainless steel oOver the range microwave with vent and turntable for even cooking~~

~~b. Designer Stainless Steel Energy efficient dishwasher with various wash settings~~

~~c. Imported, cCustom designed, high quality cabinetry in Kitchen~~

~~d. Imported cCustom designed high quality cabinetry in vanities~~

~~e. Designer plumbing fixtures in all bathrooms~~

~~f. Designer plumbing fixtures in all kitchens including convenient pull-out multi-spray faucet~~

Exhibit C

~~g. Stylish Designer stainless steel under mount sink in all kitchens~~

~~iii. Tower One (Pod B1) Project Amenities to be incorporated into the Metropica Development:~~

~~a. Luxuriously equipped and furnished executive business center with meeting space~~

~~b. Spacious, professionally designed work out room with exercise equipment~~

~~c. Professionally designed resort style pool with expansive sun deck~~

~~d. Designer poolside lounge areas with spectacular views, sunshades, and modern furniture~~

~~e. Professionally designed interior game room~~

~~f. Spacious, professionally designed and furnished party room/club room~~

~~g. Open air Sport courts for recreational uses~~

~~h. Centrally located open green space with interconnected walking, biking, and jogging paths and resident friendly seating areas~~

~~i. Biking and walking paths in common areas~~

~~j. Architecturally designed interactive art features~~

~~k. Professionally managed building and amenities~~

~~l. 24 hour building security~~

~~m. 24 hour garage access security~~

~~—Apartment Amenities~~

~~—Clubhouse (Club room, Game Room, Kids Playroom)~~

~~—Gym~~

~~—Resort style pPool~~

~~—Bicycle Storage~~

~~—Bicycle Racks~~

~~—Fully furnished Appliances, including washer and dryer~~

~~—Fully Furnished kitchens~~

~~—Pet accommodations~~

~~—Business Center~~

7. Commercial/Mixed-use Deviation Allowance.

A. With the exception of regulations pertaining to ~~Maximum~~ Building Height, ~~and~~ Building Setbacks and Unit Sizes, the Director of Community Development may, at his/her discretion, approve minor deviations from the Design Regulations as

may be requested by the Owners without formal amendment to these Design Regulations.

~~A.~~

- B. The Director of Community Development, or his/her designee, shall have full discretion to approve architectural and/or façade modifications to a site plan for retail facilities only previously approved by the City Commission without reconsideration by the City Commission providing that the proposed changes are on internal streets or Metropica Boulevard and are consistent with the following standards:
1. The maximum height of the façade does not increase to extend beyond 45 feet for one-story buildings and 65 feet for two-story buildings.
 2. Only high-quality, professionally-detailed materials will be permitted. Acceptable materials include, but are not limited to:
 - a. wood: properly painted or stained
 - b. glass: clear or lightly tinted, beveled or etched accent glass, etc.
 - c. metal: brass, clear anodized aluminum, painted metal
 - d. stone: marble, granite, slate, limestone
 3. Elements of storefront design which shall not be permitted include:
 - a. “Strip retail” types of storefront design, which include basic extruded aluminum storefronts with a continuous horizontal mullion at knee height and one mullion dimension
 - b. Continuous runs of storefront, which make the entire opening within the Tenant’s façade look overly uniform and repetitive
 - c. Horizontally-sliding automatic doors
 - d. Large window signs hung directly behind the storefront windows, which block the view into the store or display area
 - e. Any element, project more than 4” from the wall or storefront surface, which is less than 80” above the adjacent walking surface

The Director of Community Development has the full and complete authority to approve or deny requested elevation changes meeting the criteria listed above based on the consistency with the adjacent buildings and properties.

City Commission approval shall be required if the Director of Community Development, or his/her designee, determines that any proposed architectural elevation and/or façade change to a previously approved site plan on Sunrise Boulevard, 136th Avenue or Sawgrass Mills Circle is deemed to be significant or substantial, or any change that would result in an architectural downgrade from or inconsistency with a site plan or building elevation previously approved by the City Commission.

8. Building Design.

- A. Building Facades. The Owners shall prepare an exterior building color palette to be included as part of each site plan submission. Bright or dark accent colors shall be permissible as part of a comprehensive, sophisticated color scheme and may be utilized in areas such as large wall surfaces, storefronts, signage, entrance icons and other architectural elements.
- B. Service Doors. Service doors, garage doors, delivery doors or similar ~~doors~~ shall, ~~where possible,~~ be located so as not to be prominently visible from a ~~public right-of-way~~roadway. In locations adjacent to a ~~public right-of-road~~way, pedestrian service doors, ~~garage doors~~ or similar doors shall blend into the overall building façade or be adequately screened. For overhead service doors or similar, such doors and service areas shall be located within the envelope of the building.

9. Lighting. All off-street parking facilities, including the interim parking areas, shall be illuminated according to the standards contained herein. Open off-street parking facilities shall include the surface of open-to-the-sky parking spaces, drive aisles, driveways and accessways. Enclosed off-street parking facilities shall include multilevel parking garages and covered grade-level parking facilities.

A. *Design requirements.*

1. Open parking lots and the ~~principal~~ walkways providing access thereto shall be provided with a minimum ~~maintained average~~ of one and one-half (1.5) footcandles of light measured at grade level. The maximum to minimum footcandle level shall not exceed a twenty to one (20:1) ratio.
2. Parking structures shall be provided with a minimum maintained average of four (4) footcandles of light measured at floor level. The maximum to minimum footcandle level shall not exceed a ten to one (10:1) ratio.
3. Overspill of lighting onto adjacent properties shall not exceed six tenths (0.6) horizontal and vertical footcandles at the site boundary and no greater than one hundredth (0.01) horizontal footcandles 25 feet beyond the site, except for right-of-way and locations where two nonresidential uses abut (unless divided by a waterway). Luminaires shall be full-cutoff and/or shielded such that no light shall overspill into residential units.
4. The maximum height of an outdoor light fixture, including the luminaire, shall not exceed thirty (30) feet above grade.
5. Each site plan submission shall demonstrate compliance with the lighting requirements described within this section.

~~5.~~B. *Operational requirements.*

1. Office buildings and retail centers shall operate lighting in open parking areas from dusk to dawn. ~~One half (1/2) light levels are permitted during hours in which all surrounding businesses are closed.~~
2. Parking structures ~~and common areas~~ shall operate lighting twenty-four (24) hours a day or dusk to dawn to maintain the lighting level as specified in paragraph 9.A.~~2~~ above.

C. *Compliance requirements.*

- ~~1.~~ Along private rights-of-way adjacent to new development where inadequate or no lighting exists, developers shall be required to install street lights with a minimum maintained minimum average of six-tenths (0.6) footcandles of light measured at grade level at the property line. Along public rights-of-way adjacent to new development where inadequate or no lighting exists, developers shall be required to install street lights per FPL Street and Area Lighting Design Standards and Florida Department of Transportation Design Standards.

10. **Energy & Water Conservation.**

- A. The Owners shall make use of passive energy conservation measures including proper building orientation; landscape shading of buildings and pedestrian areas; and reflective wall and roof surfaces for non-air conditioned container storage areas. The Owner shall incorporate sustainability principles based on Leadership in Energy and Environmental Design (LEED), National Green Building Standard (NGBS) or equivalent standard into its design and construction of all buildings.
- B. The Owners shall encourage the use of efficient, low-emission vehicles for on-site services, including parking enforcement, maintenance and security services, with specific consideration of alternative fuel vehicles.
- C. The Project shall utilize reclaimed water for irrigation. Potable water may be utilized for irrigation on roof decks.

11. **Signs.** The Owners shall prepare a complete Metropica Uniform Sign and Graphics Design Criteria for the Metropica Planned Development District for approval by the City of Sunrise Commission. The Criteria will address the quantities, sizes, heights, setbacks, illumination, construction, placement, materials, colors and all other pertinent data relating to all signs and outdoor graphics. Uniform Sign and Graphics Design Criteria shall be submitted for each respective pod prior to issuance of certificate of occupancy.

12. **Entry Features.** The PDD shall include freestanding or integrated icons at selected prime locations, including major project entries and corners. Icons will evoke the project architecture and be scaled to provide regional exposure to the Project. Icons may incorporate a variety of architectural, landscape, signage, ~~and~~ lighting components and artistic elements.
13. **Finishes and Amenities.**
- A. ~~Pods A and C Commercial / Mixed Use:~~ The Project strives to create an all-encompassing environment which combines the natural beauty of the region with the vitality of a live + work + play community, providing the setting for a healthy, robust lifestyle.
1. The Project shall include common areas which promote social and recreational activities consistent with the quality of life the Owners intend to create.
 2. The Project will contain a broad range of internal amenities such as plazas, parks, courtyards and other similar spaces.
 3. The Project will contain a variety of open spaces which may include water features, hardscape, landscape, and streetscape amenities.
 4. Special Events shall be permitted within open spaces, public plazas, internal streets and other public spaces, subject to Special Event permit approval by the City.
- ~~3-a.~~ Notwithstanding anything contrary in the City's Code of Ordinances, the Owners may temporarily close streets to facilitate street fairs, green markets and the like, providing all required City permits are applied for an approved prior to any Special Events. In order to maintain and preserve the quality of the Project, Special Events shall not include events that may be considered to negatively impact life and safety of the community.
- B. ~~Pod B1 Residential:~~ In determining the appropriate finishes and amenities package to be included, the Owners shall provide the following Finishes and Amenities Program ("Project Finishes"):
1. Each unit will contain a: (i) washer/dryer (optional); (ii) dishwasher; (iii) refrigerator; (iv) range; and (v) microwave oven;
 2. The common areas will include recreational uses and internal amenities, including but not limited to the health and fitness centers and other similar spaces programmed to promote social and recreational activities.
 3. A variety of open spaces as identified on the site plan application which may include water features, hardscape, landscaping, or furnishings, as appropriate.
 4. The Owners shall include ~~both adult and children's play areas and~~ amenities such as multi-purpose athletic courts, training rooms and ~~outdoor~~ recreation

areas. Proposed amenities will be submitted with the respective site plan application.

5. -The Metropica Condominiums will offer state of the art living, gathering and amenity facilities with unparalleled design style as curated by international and domestic design firms. The development objective is to offer the Western Broward market an alternative to the eastern seaboard geographic area of South Florida, adjacent to a world class shopping, office, and hotel destination by creating a unique amenity-rich lifestyle setting with multiple offering.

i. Conveniences: Dedicated gated parking with security systems, optional valet service, concierge type services, smart home adaptable technology with Wi-Fi and high speed internet capabilities throughout offering, optional “connected devices” for owners’ convenience and energy management. Sustainable design including high efficiency appliances, systems, windows, and plumbing fixtures.

ii. Condominium Standards to be incorporated into the project:

a. Designer flooring, typically white or grey based for superior durability and maintenance free

b. Designer appliance package

i. Counter-depth range with oven and cook top

ii. Over-the-range microwave with vent and turntable for even cooking

iii. Energy efficient dishwasher with various wash settings

c. Custom designed, high quality cabinetry in Kitchen

d. Custom designed high quality cabinetry in vanities

e. Designer plumbing fixtures in all bathrooms

f. Designer plumbing fixtures in all kitchens including convenient pull out multi-spray faucet

g. Designer under-mount sink in all kitchens

iii. Condominium Amenities

a. Luxuriously equipped and furnished executive business center with meeting space

b. Spacious, professionally designed work out room with exercise equipment

c. Professionally designed resort style pool with expansive sun deck

d. Designer poolside lounge areas with spectacular views, sunshades, and modern furniture

e. Professionally designed interior game room

- f. Spacious, professionally designed and furnished party room/club room
- g. Open-air Sport courts for recreational uses
- h. Centrally located open green space with interconnected walking, biking, and jogging paths and resident-friendly seating areas
- i. Biking and walking paths in common areas
- j. Architecturally designed interactive art features
- k. Professionally managed building and amenities
- l. 24 hour building security
- m. 24 hour garage access security
- iv. Apartment Amenities
 - a. Clubhouse (Club room, Game Room, Kids Playroom)
 - b. Gym
 - c. Resort-style pool
 - d. Interior Bicycle Storage
 - e. Bicycle Racks
 - f. Fully-furnished Appliances, including washer and dryer
 - g. Fully-Furnished kitchens
 - h. Pet accommodations
 - Business Center (temporary cubicles are permitted)

14. **Hardscape Requirements.**

A. Hardscape Variations.

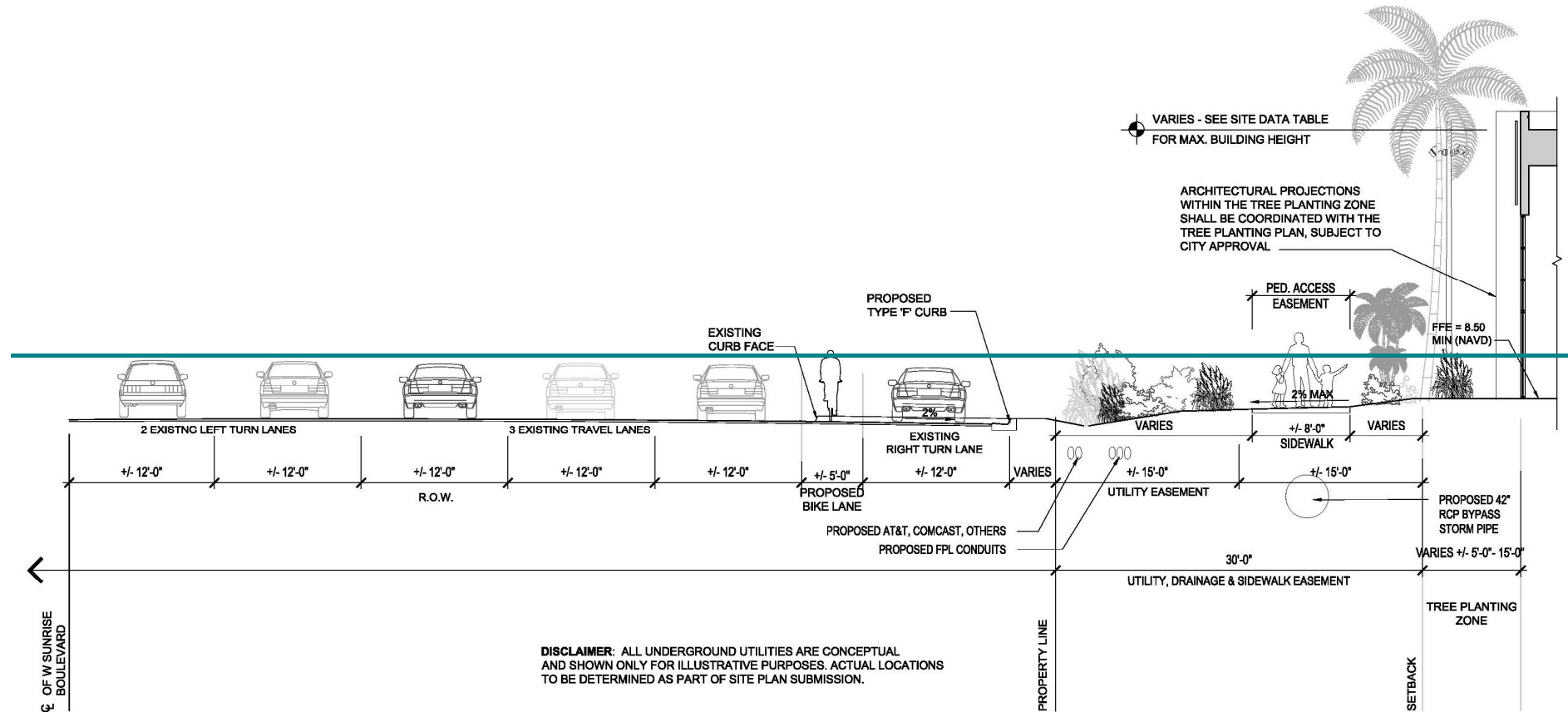
1. The Owners may employ a variety of curb and gutter types, including “curbless” profiles.
2. A curbed, landscaped median shall not be required for internal collector and secondary access drives.
3. Curvilinear sidewalks and landscaped berms shall not be required within the Project.
4. The Project shall include benches and other seating areas along sidewalks and pedestrian circulation routes.

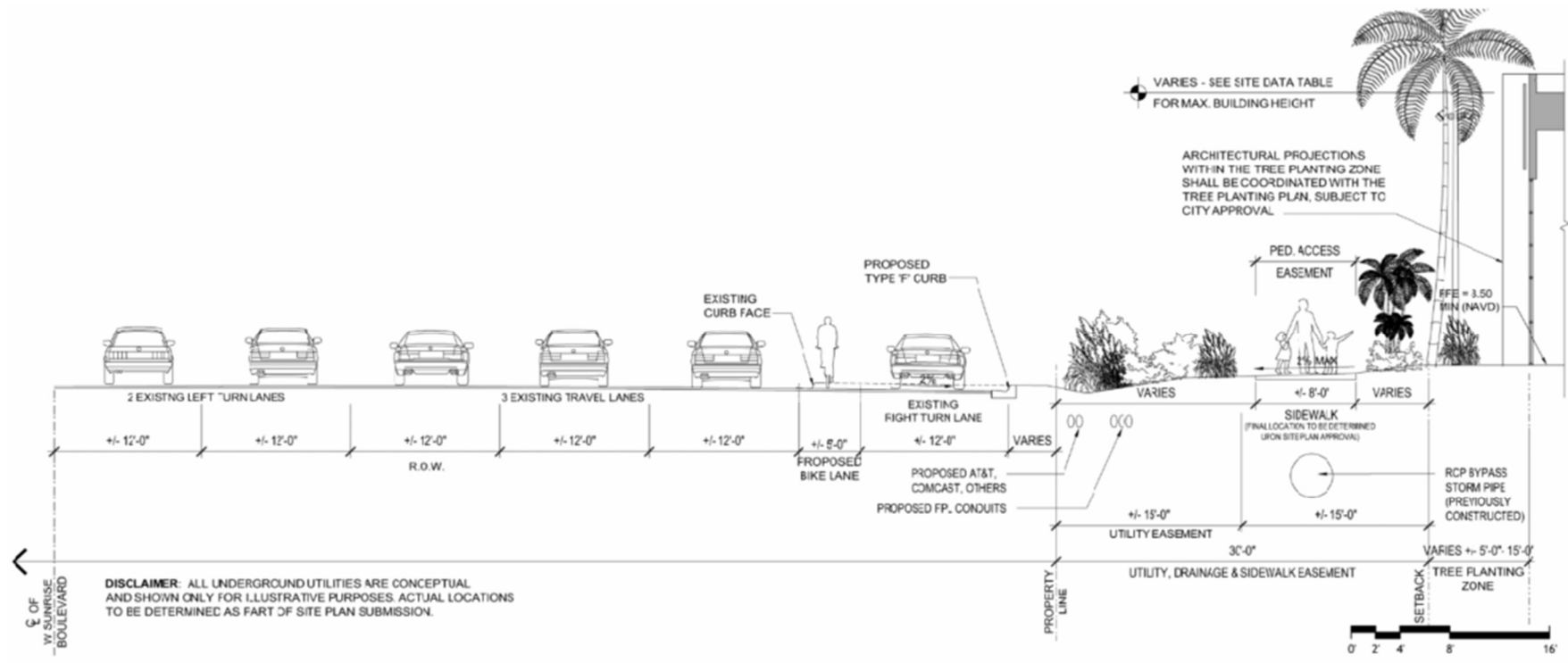
B. Street Width. The minimum width of paved roadways shall be twelve (12) feet for one-way streets and twenty-two (22) feet for two-way streets. Medians will not be required.-

B.C. Public Art Feature: The Urban Park shall include a public art feature.

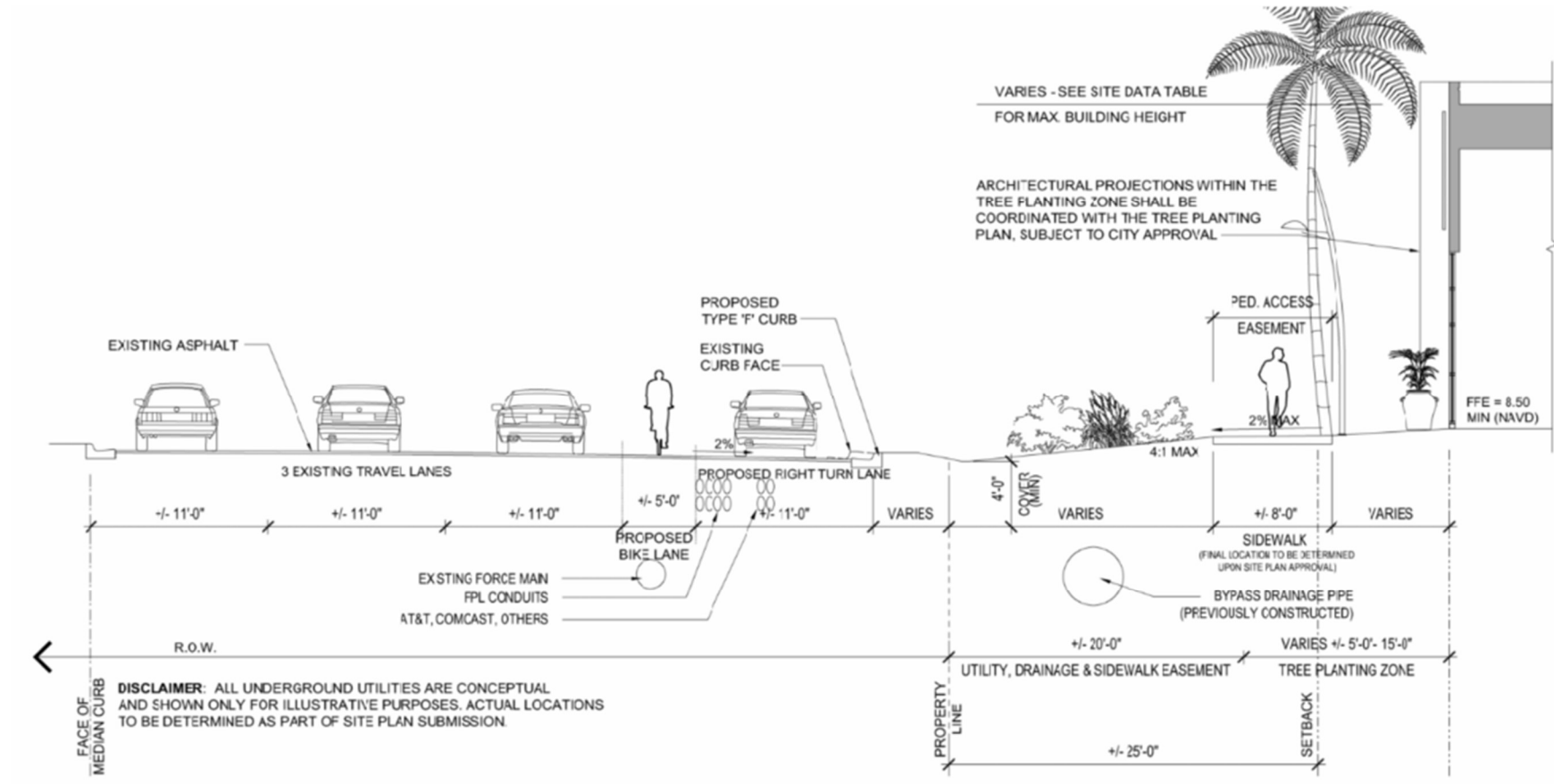
C.D. Typical Street and Perimeter Sections. In order to achieve the urban, pedestrian-friendly characteristics desired, the Project shall comply with the following typical street and perimeter sections:

1	Sunrise Boulevard	1114	~~Sawgrass Mills Circle at Pod A8~~ ~~NW 136th Avenue at Pod B5~~
2	NW 136 th Avenue at Pod ~~A2~~ <u>A1</u>	1215	~~Metropica Way at Pods A1/A2~~ <u>NW 136th Avenue at Pod C3</u>
3	NW 136 th Avenue at Pod A3	1316	~~Metropica Way at Pods A3/A4 and A6/A7~~ <u>Sawgrass Mills Circle at Pod C1</u>
4	NW 136 th Avenue at Pod ~~A5~~ <u>A6</u>	1417	~~Metropica Way at Pods B1/B2~~ <u>Sawgrass Mills Circle at Pod B6</u>
5	NW 136 th Avenue at Pod B2	1518	~~Metropica Way at Pods B2/B5 and BB6/B7~~ <u>East Access at Pods B1 & B6</u>
6	<u>NW 136th Avenue at Pod B7</u>	16	<u>Metropica Lane and Metropica Plaza</u>
7	<u>NW 136th Avenue at Pod C</u>	17	<u>Metropica Boulevard</u>
86	Sawgrass Mills Circle at Pod ~~C~~ <u>B1</u>	1819	~~Section at Pods B2 / B7 and B5 / B6~~ <u>Internal Street at Pods B5 & B6</u>
97	Sawgrass Mills Circle at Pods ~~B4 and B6~~ <u>A7A8</u>	1920	~~Green Toad Road Internal Street at Pods B2 & B5~~
108	~~Sawgrass Mills Circle at Pod B1~~ <u>East Access Easement at Pod A1</u>	21	~~Internal Street at Pod B4~~
9	~~East West Connector~~ <u>Metropica Boulevard</u>	22	~~Green Toad Road~~
<i>* If conflicting with the Master Plan, the Master Plan shall control.</i>			
10	<u>Internal Street 1</u>	23	<u>Internal Street at Pods C1 & C2</u>
11	<u>Internal Street 2</u>	24	<u>Internal Street at Pods C2 & C3</u>
12	<u>Internal Street 3</u>	25	<u>Internal Street at Pod C3 & Adj. Property</u>
13	<u>Street Section at Urban Park</u>		





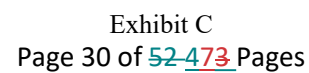
1 Section at Sunrise Blvd

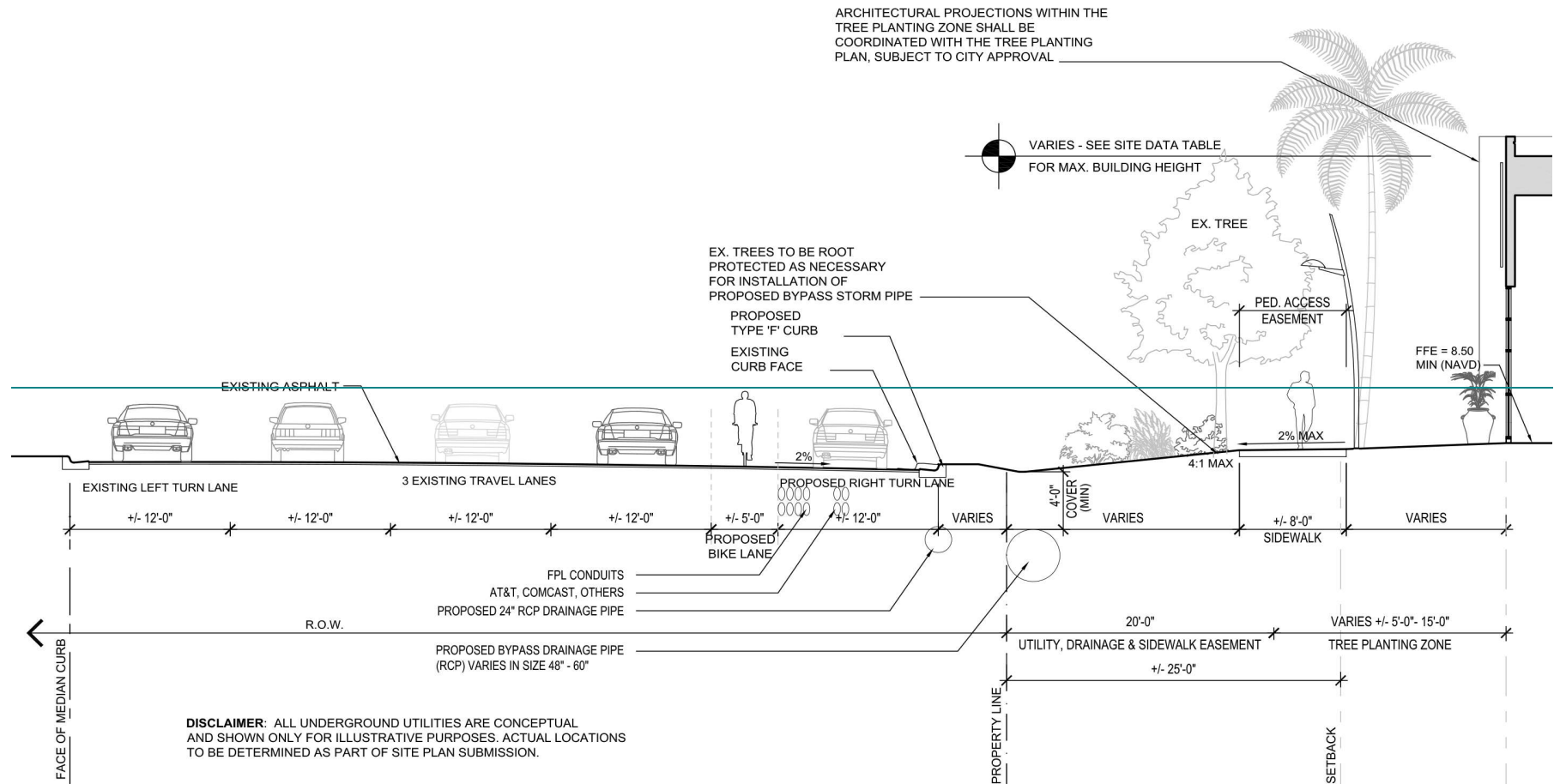


2

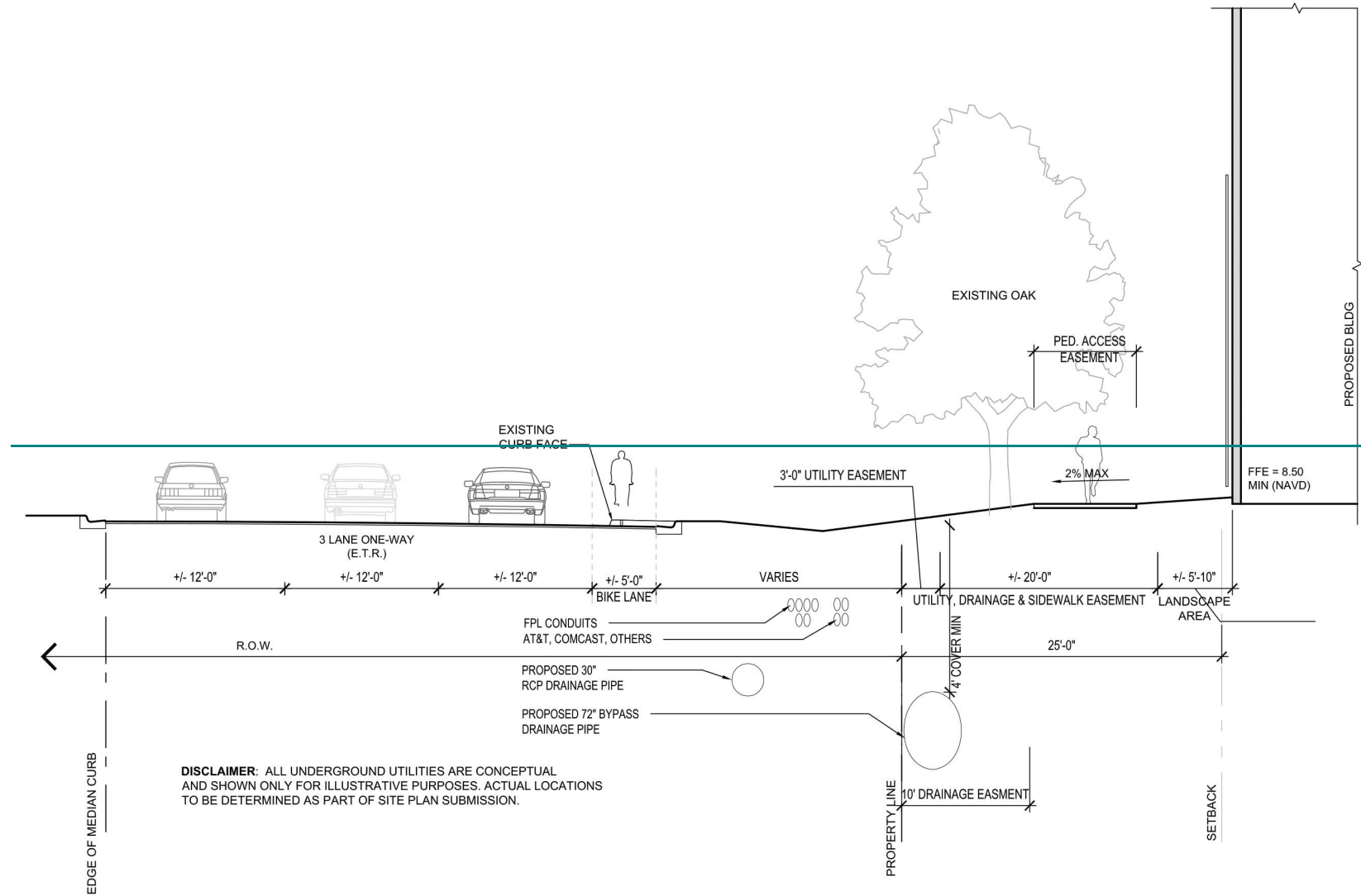
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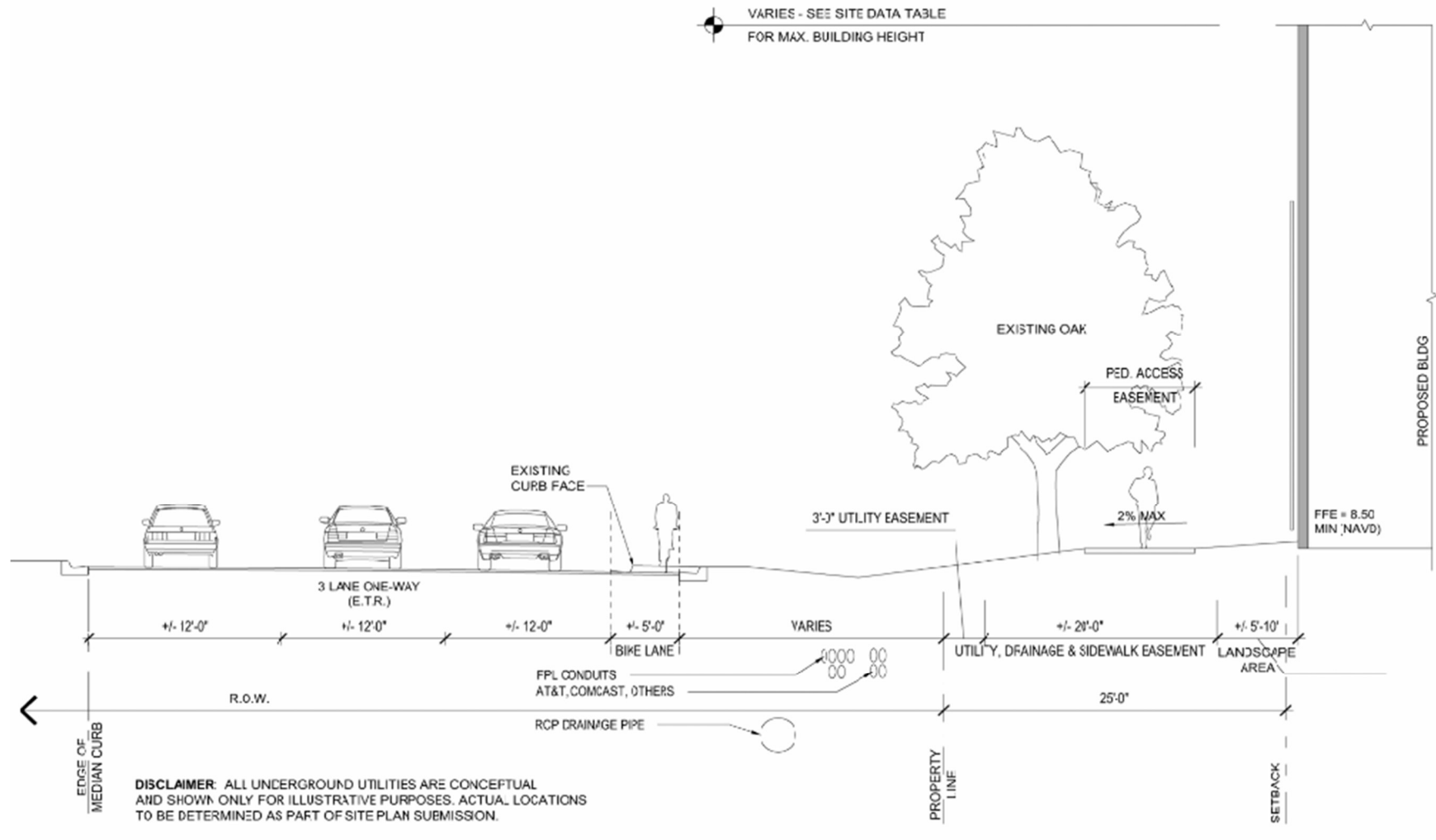
3_ Section at NW 136th Avenue – POD A3



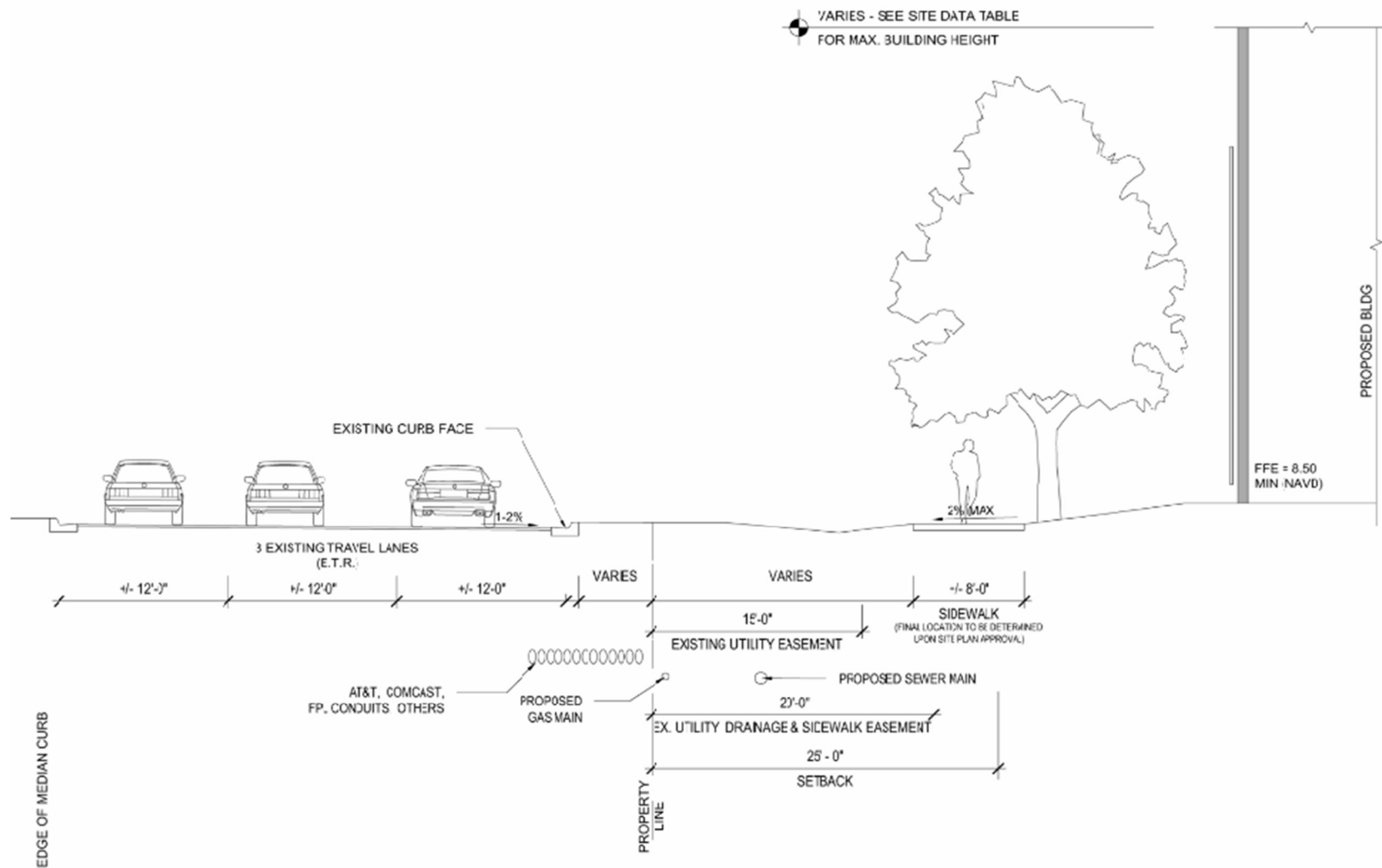


4 Section at NW 136th Avenue - POD A5A6

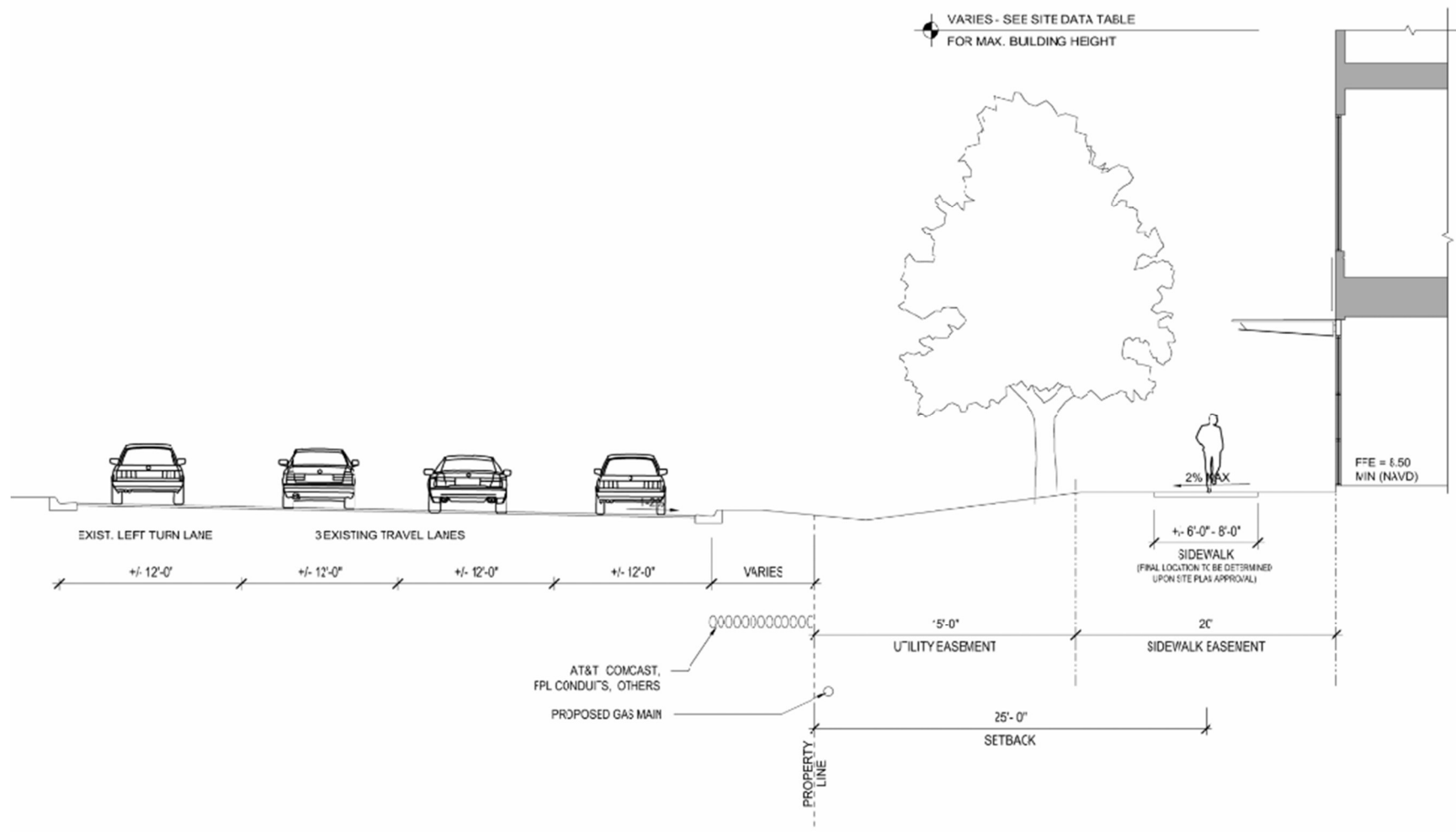




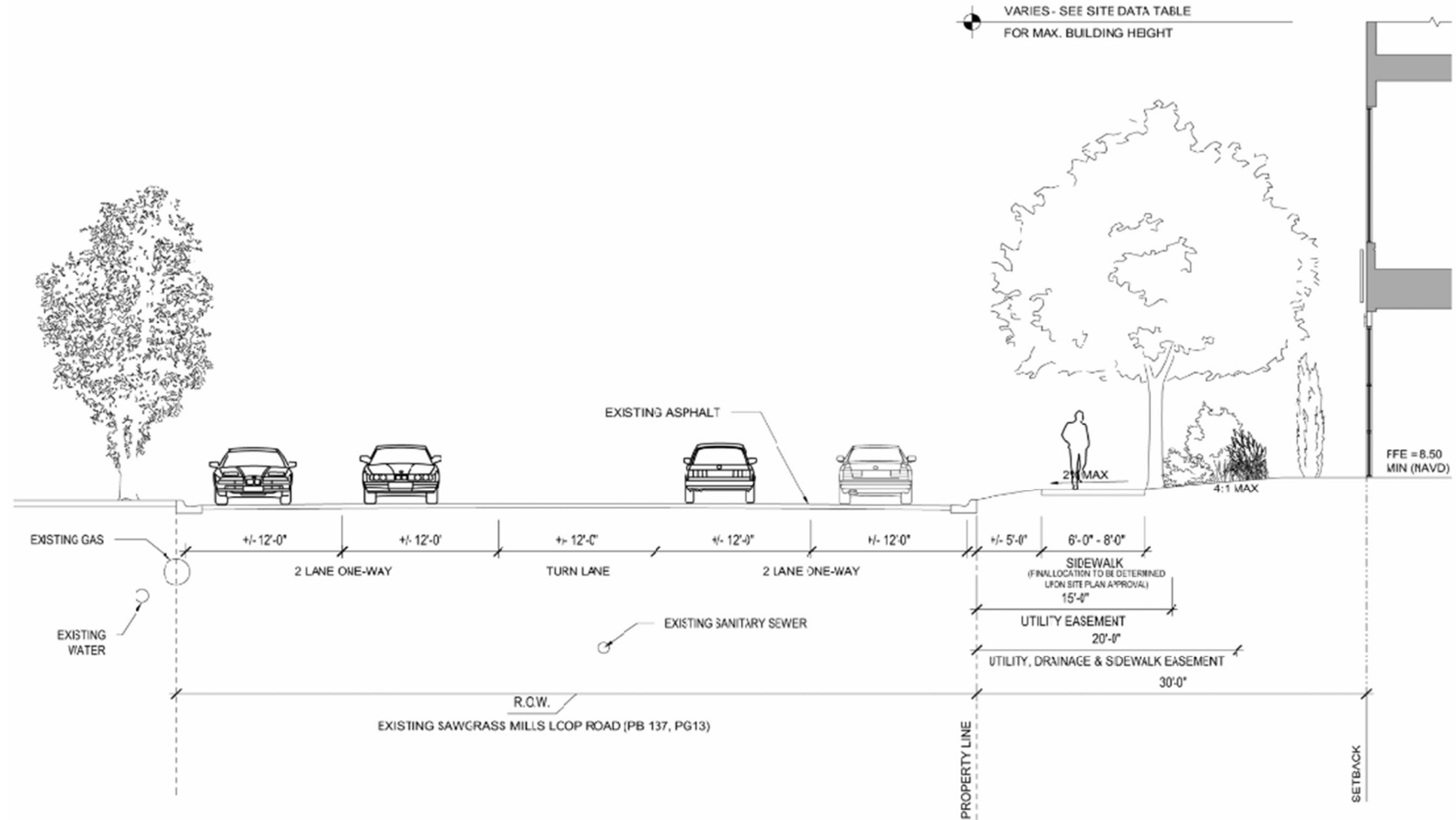
5 _Section at NW 136th Avenue – POD B2

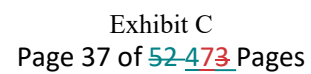


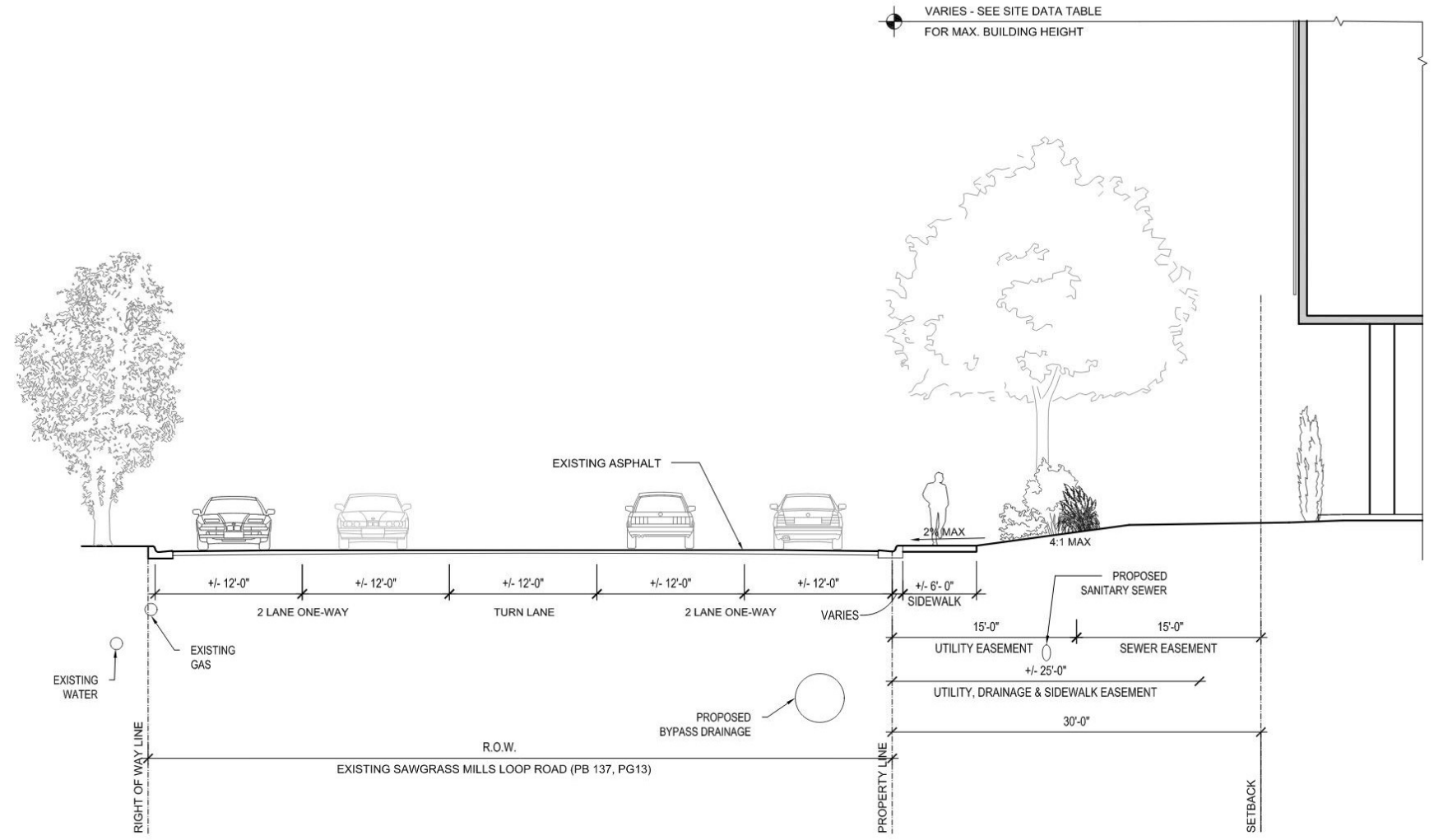
6 Section at NW 136th Avenue - POD B7



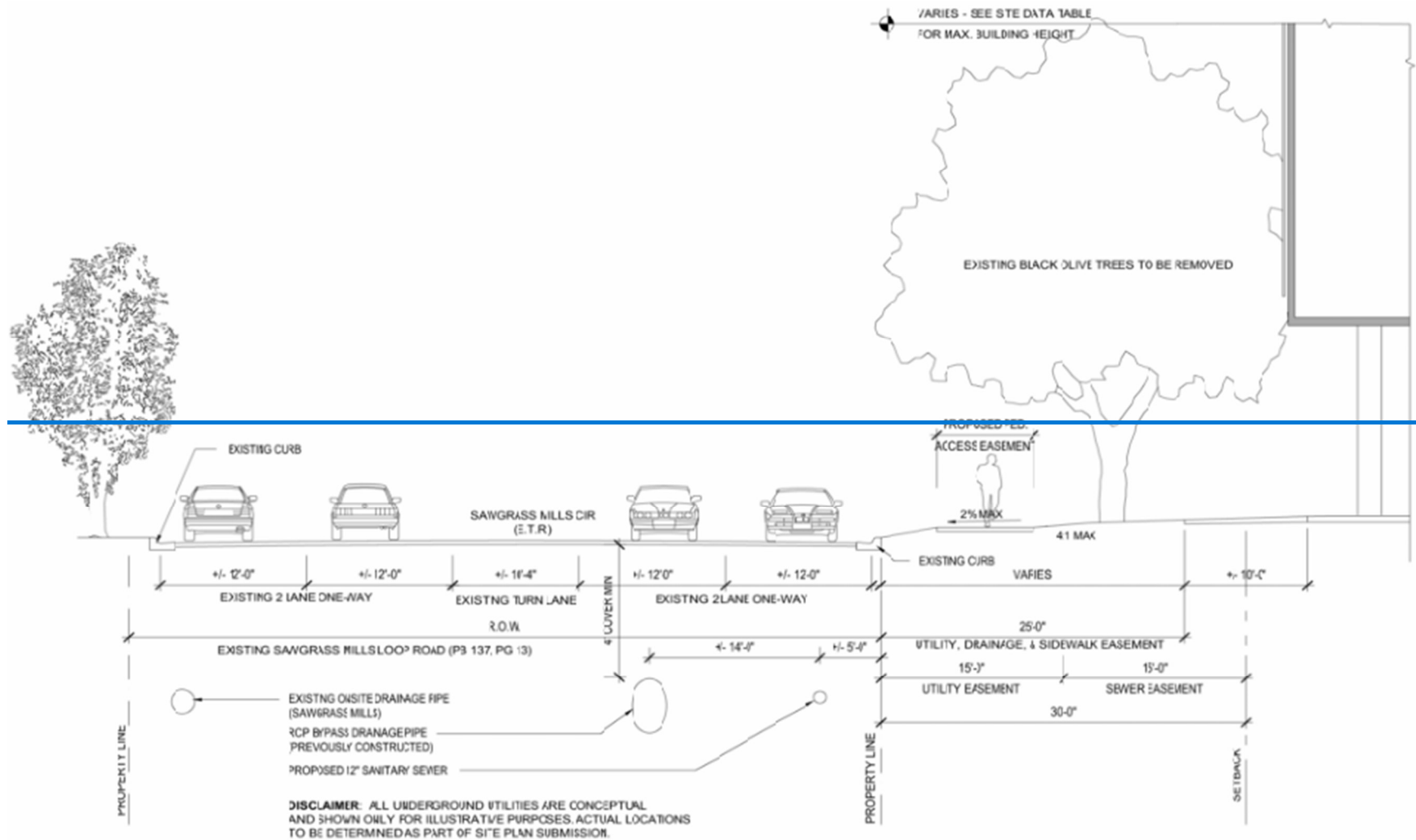
7 Section at NW 136th Avenue - POD C

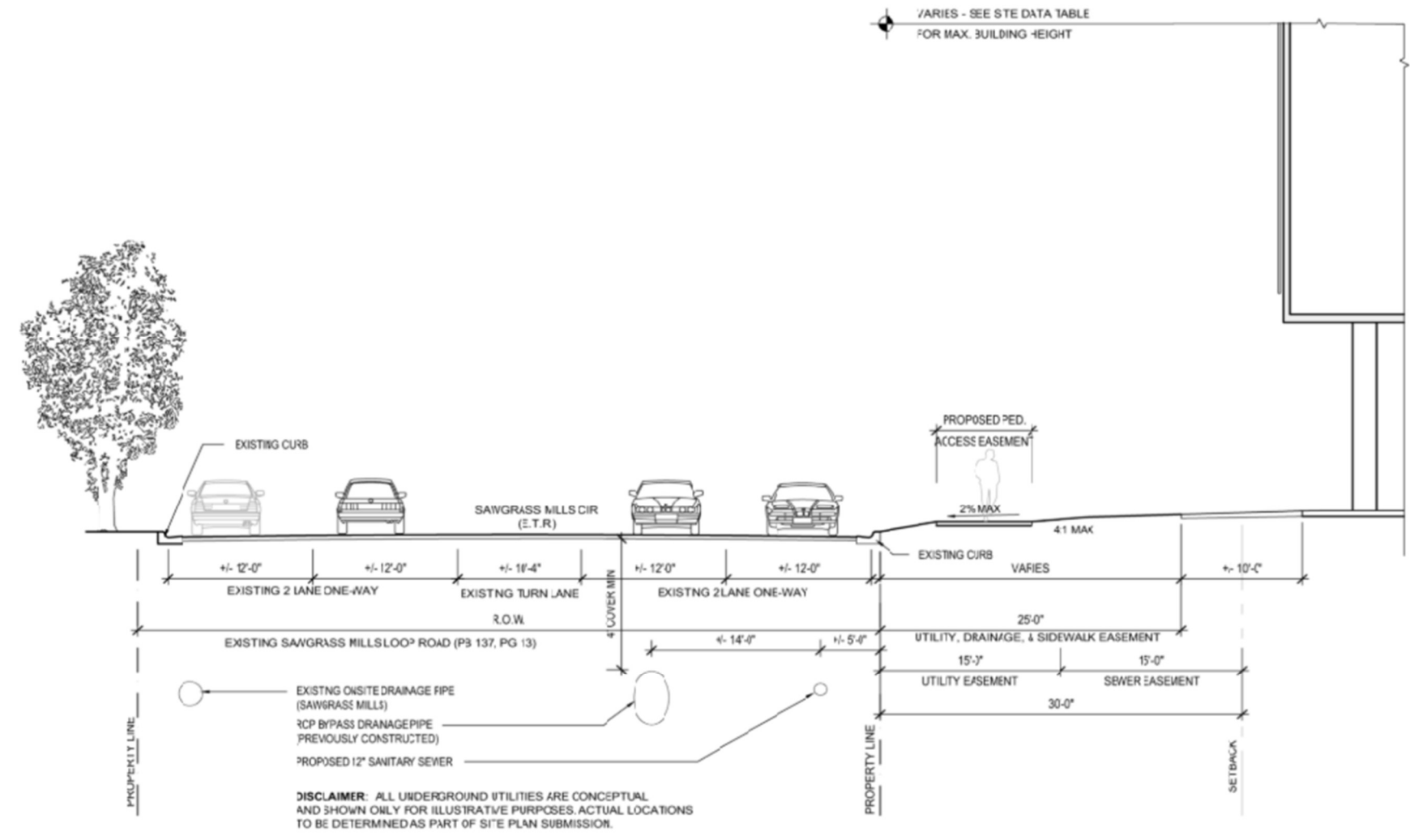




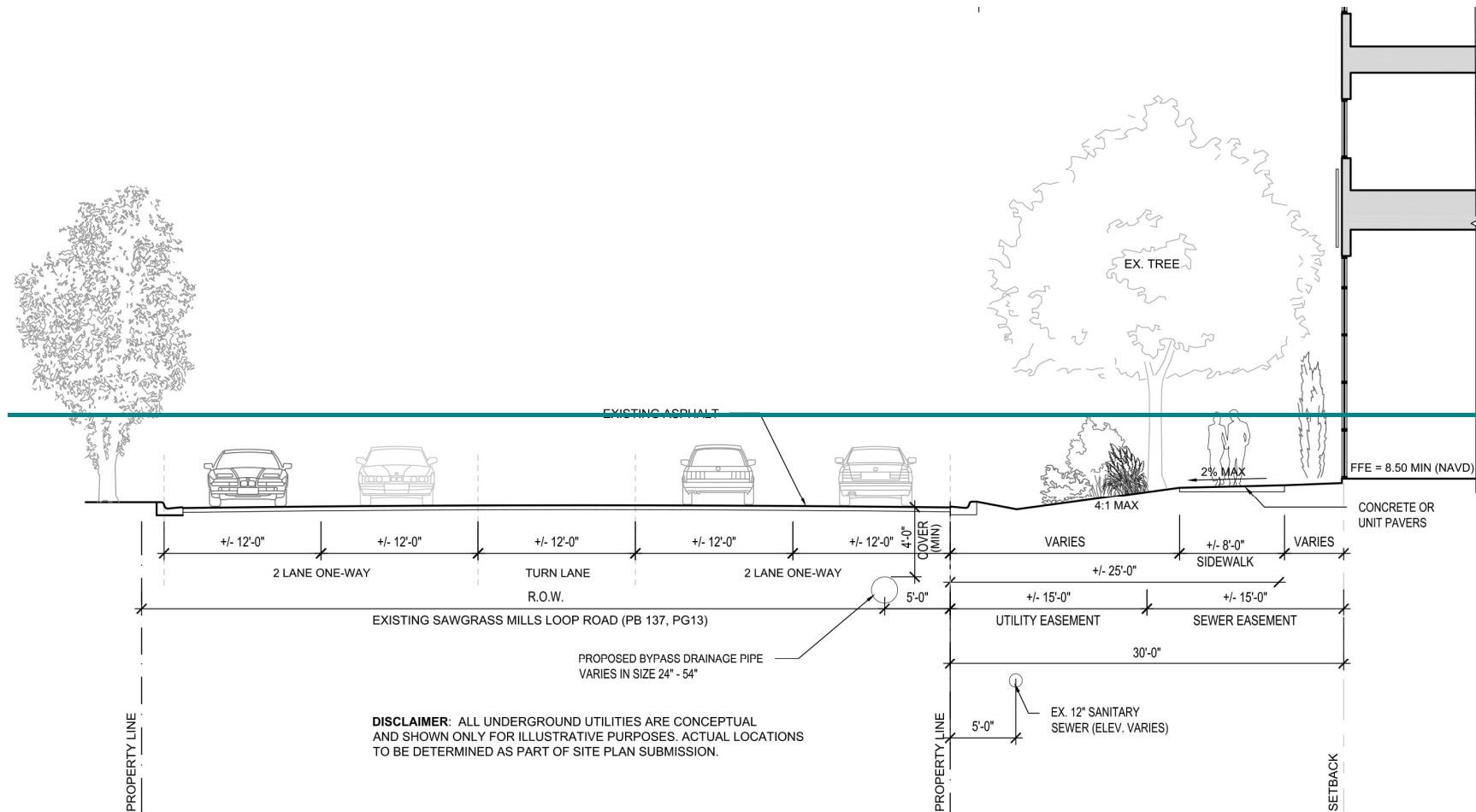


9 Section at Sawgrass Mills Circle at Pods B4 and B6

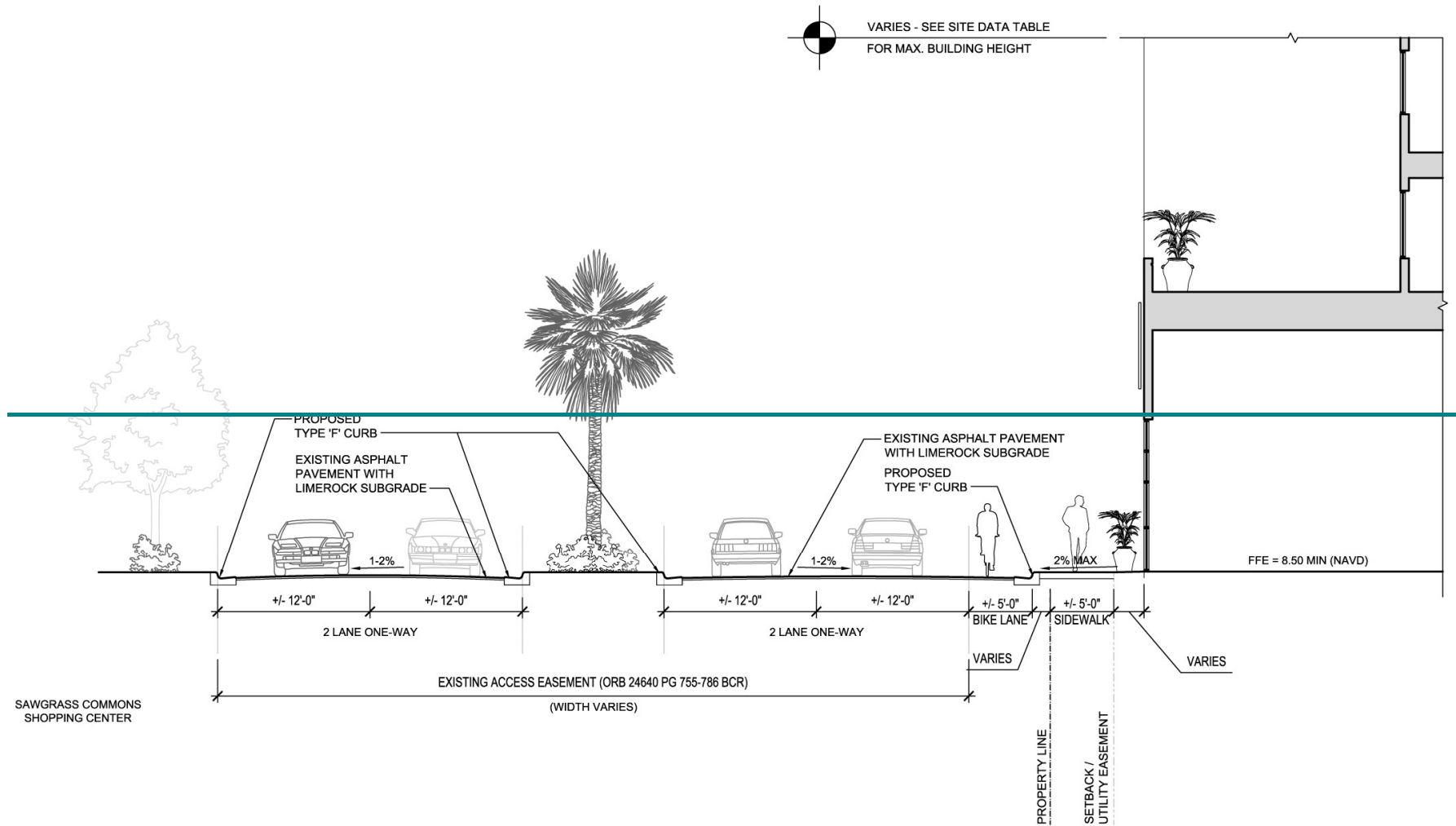




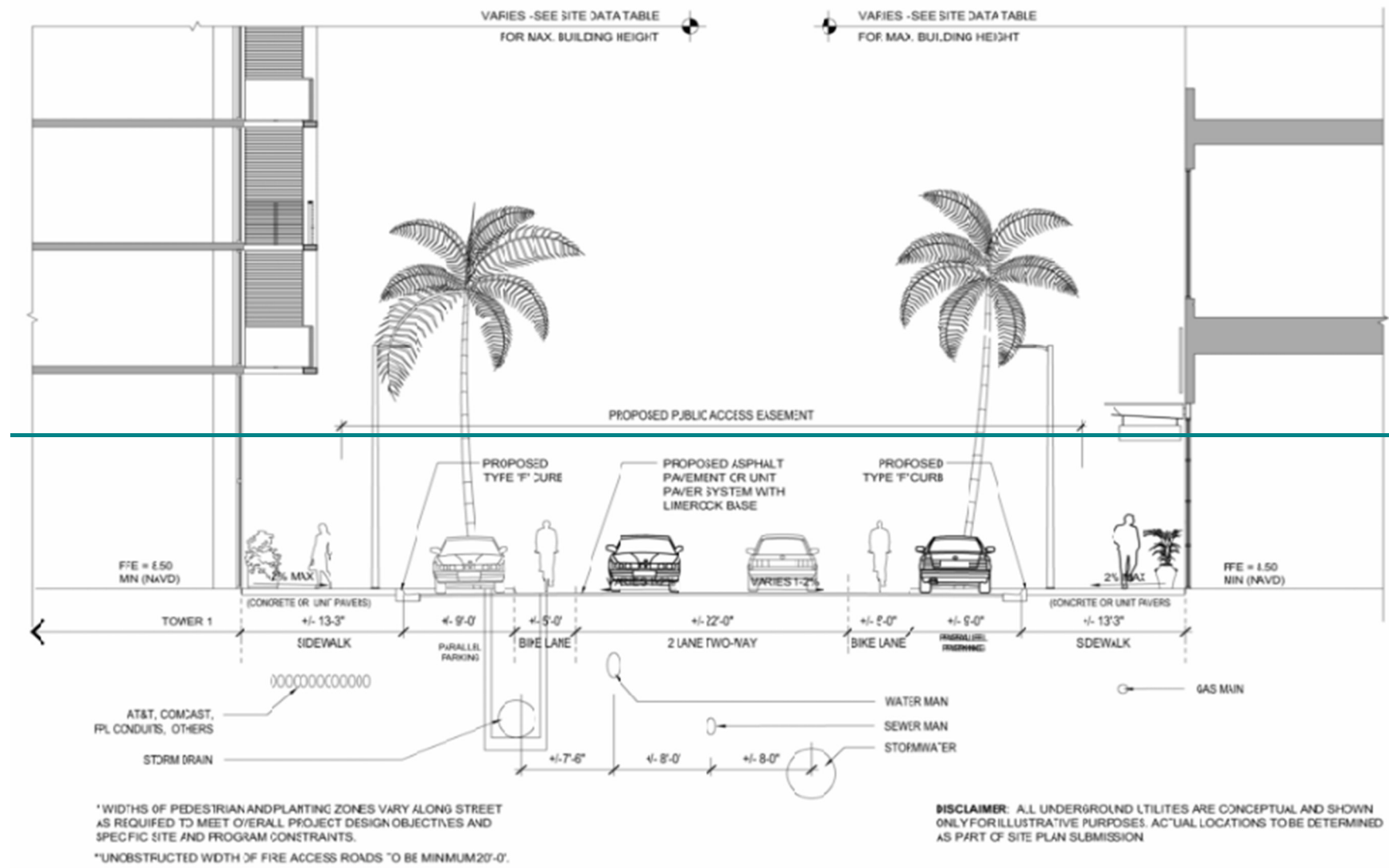
106 Section at Sawgrass Mills Circle - POD B1

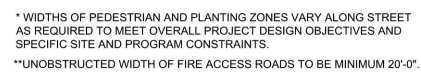






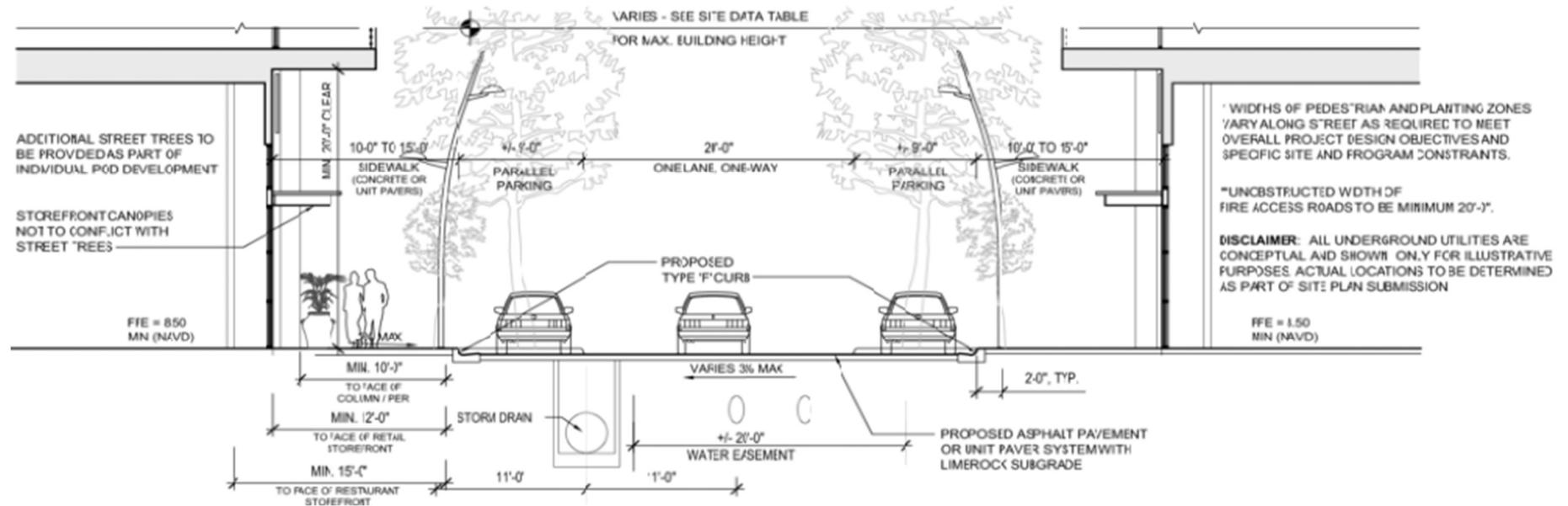
8 Section at East Access Easement – POD A1

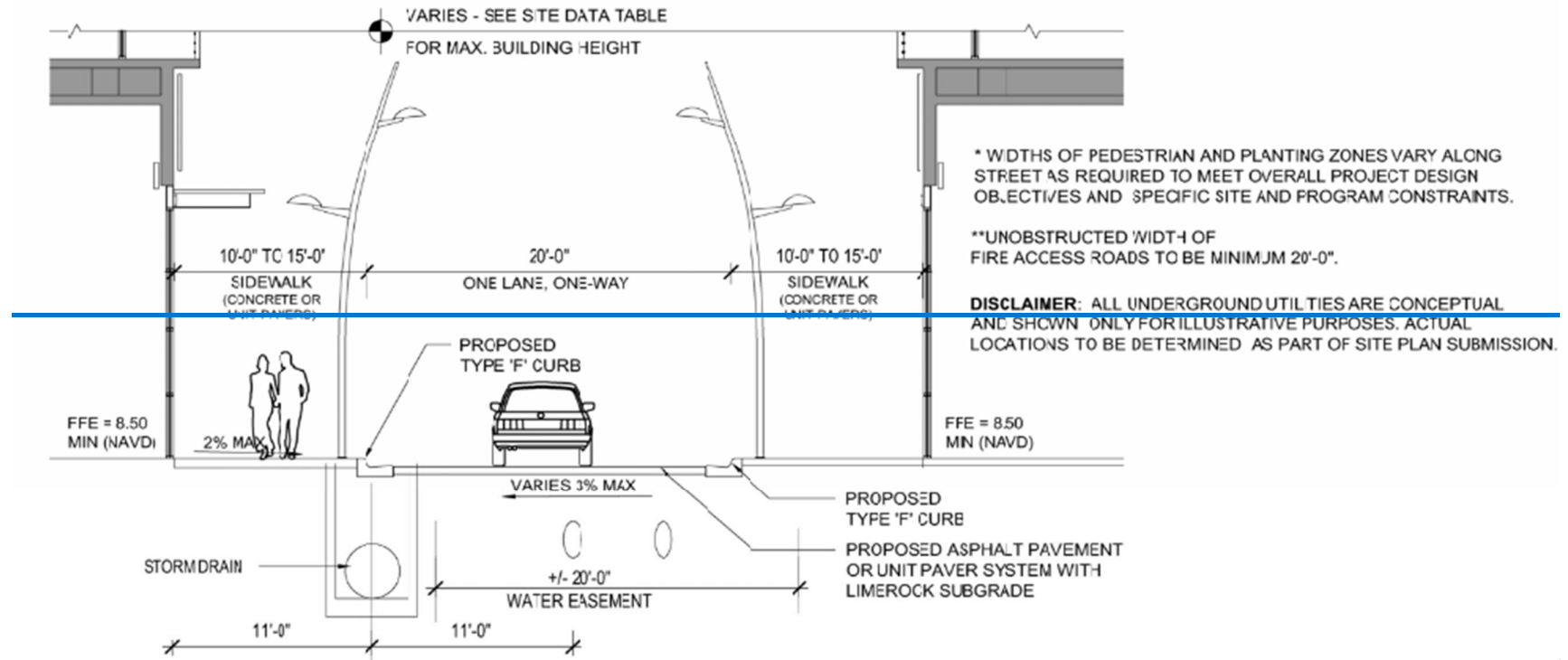




DISCLAIMER: ALL UNDERGROUND UTILITIES ARE CONCEPTUAL AND SHOWN ONLY FOR ILLUSTRATIVE PURPOSES. ACTUAL LOCATIONS TO BE DETERMINED AS PART OF SITE PLAN SUBMISSION.

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2

10 Internal Street Section 1-129 Section at Metropica Way at Pods A1 and A2

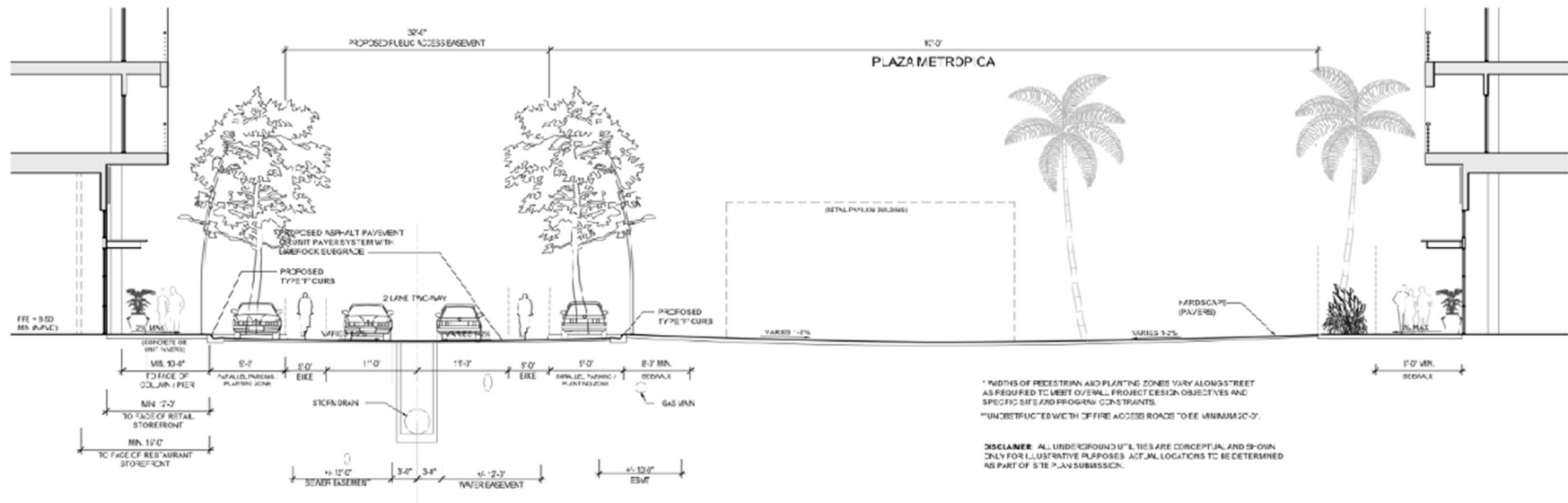




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