This Instrument Prepared by:
Record and Return to:

Scott Backman, Esq.
Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA **SPACE ABOVE THIS LINE FOR PROCESSING DATA**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered as of this _____day of _____, 2026, by and among the **CITY OF SUNRISE**, a municipal corporation ("**City**"), **GREYSTAR DEVELOPMENT EAST, LLC,** a Delaware limited liability company ("**Developer**"), and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("**Lowe's**"). The City, Developer, Lowe's and their respective successors and assigns are individually referred to as "Party" and collectively "Parties".

WHEREAS, this Agreement is entered in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (the "**Act**"); and

WHEREAS, Developer and Lowe's collectively own +/- 20.00 acres of real property generally located at the southwest corner of North University Drive and West Oakland Park Boulevard, the City of Sunrise, Broward County, Florida, as more particularly described in the attached Exhibit "A" (the "**Property**"), which is comprised of Parcel A, Parcel B, and Parcel C (as each term defined hereinafter); and

WHEREAS, Developer is the fee simple owner of Parcel A, as more particularly described in the attached Exhibit "B" and Parcel B, as more particularly described in the attached Exhibit "C", (collectively referred to as the "Marlowe Property"); and

WHEREAS, Lowe's is the fee simple owner of Parcel C, as more particularly described in the attached Exhibit "D"; and

WHEREAS, Developer and Lowe's propose to rezone the Property to the Planned Development District ("**PDD**") zoning designation; and

WHEREAS, the Property is currently developed with a +/- 37,701 square foot commercial building on Parcel A, a +/- 4,865 square foot daycare on Parcel B, and a +/- 141,118 square foot Lowe's Home Improvement store on Parcel C, which previously also included a +/- 49,247 square foot Baby Love storefront that has since been demolished pursuant to Building Permit Number C-STRU-010497-2024; and

WHEREAS, Developer desires to develop a six-story multifamily building with 270 residential units and associated amenities on Parcel A, while preserving the existing daycare and its playground on Parcel B (the "**Project**"), and Lowe's desires to preserve and continue to operate the Lowe's Home Improvement store on Parcel C; and

WHEREAS, pursuant to Section 16-38 of the City's Land Development Code ("**Code**"), the development of the Project will require the Property to be rezoned from its current B-2, Community Business District, and B-3, General Business District, zoning designations to the Planned Development District zoning designation; and

WHEREAS, the proposed PDD zoning is consistent with the Property's Commercial land use designation including the goals, policies, and objectives within the City and Broward County Future Land Use Plans, and will utilize Broward County Land Use Plan Policy 2.16.4 to establish the proposed residential density; and

WHEREAS, consistent with Section 16-109 of the Code, the Developer has proposed specific terms and conditions, including parking, landscaping, utilities and general regulations particular to the Property in accordance with the Marlowe Sunrise Planned Development District Design Guidelines attached hereto as Exhibit "E" ("**Marlowe Sunrise Design Guidelines**"); and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the Project in accordance with the Act; and

WHEREAS, in order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, to encourage the efficient use of resources, to reduce the economic cost of development, and to afford certainty in the approval of development, the Parties desire to establish by agreement the terms under which the Project may be developed; 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 covenants entered between the Parties, and in consideration of the benefits to accrue to each, the Parties hereby agree as follows:

1. **Accuracy of Recitals / Defined Terms**.

   a. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

b. Unless otherwise defined in this Agreement, the following terms shall have the meanings below:

"Marlowe Sunrise Design Guidelines" shall be those standards contained in Exhibit "E".

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

"Marlowe Sunrise Site Plan" shall refer to the Site Plan submitted to the City Commission for consideration concurrently with this Agreement and substantially in accordance with the Conceptual Site Plan Graphic shown in the Design Guidelines, which are attached hereto as Exhibit "E".

"Parcel A" shall refer to the +/- 6.4662 acres to be developed with a six-story, 270-unit residential building.

"Parcel B" shall refer to the +/- 0.8240 acres currently improved with a daycare use.

"Parcel C" shall refer to the +/- 12.7111 acres currently improved with a Lowe's Home Improvement store.

"Project" shall mean development of Parcel A and Parcel B as described in this Agreement.

"Redevelopment" or "Redevelop" shall mean any substantial construction of a specific parcel that significantly alters such parcel(s) primary function, design, or character and requires approval from the City or other applicable government agencies. Redevelopment applies to parcels individually and does not include reasonably foreseeable routine maintenance, and repairs.

2. Mandatory Development Agreement Provisions Pursuant to the Act.

a. **Legal Description and Owner.**

The owners of legal and equitable title to the Property at the time of execution of this Agreement are defined as follows:

1. Parcel A: Greystar Development East, LLC a Delaware limited liability company .
2. Parcel B: Greystar Development East, LLC, a Delaware limited liability company.

3. Parcel C: Lowe's Home Centers, LLC, a North Carolina limited liability company.

The legal description of the Property is set forth in Exhibit "A." Parcel A, Parcel B, and Parcel C are separately depicted and legally described in Exhibits "B," "C," and "D," respectively.

b. **Duration of Agreement.**

This Agreement shall expire thirty (30) years after the Effective Date (hereinafter defined), unless earlier terminated or extended pursuant to the Act, and except as otherwise provided herein. The Design Guidelines shall survive the expiration of this Agreement.

c. **Uses, Densities, Intensities, and Height of Property.**

The following development shall be permitted on the Property:

i. A six (6) story multi-family residential building, consisting of 270 apartment units and ancillary leasing office on Parcel A. forty-five to fifty-five percent (45% - 55%) of the dwelling units shall be one-bedroom units, inclusive of one-bedroom plus den units, forty to forty-five percent (40% - 45%) of the dwelling units shall be two-bedroom units, and four to six percent (4% - 56 of the dwelling units shall be three-bedroom units, inclusive of three-bedroom plus den units. The ancillary leasing office may include a reception and information area, offices, conference room and staff break room. Surface parking containing +/- 436 parking spaces on Parcel A.

ii. +/- 4,865 of existing daycare use and associated parking consisting of 32 parking spaces, including three (3) stacking spaces Parcel B.

iii. +/- 141,118 square feet of existing Home Improvement Centers use and associated parking consisting of 496 parking spaces on Parcel C.

d. **Prohibited Uses**

The following commercial businesses are prohibited pursuant to Code Section 16-109, as may be amended from time to time: ambulance service, amusement recreation enterprises (outdoor), animal grooming, automobile and boat sales, service and rental, automobile parts as an accessory use, automobile washing establishments, batting cages and similar facilities, indoor and outdoor, boat storage establishments, building material sales, drug store, escort service, food storage lockers, funeral homes and crematoriums, furniture and domestic equipment rental establishments, furniture reupholstering, repair and stripping, go-cart racing, indoor and outdoor, golf courses, miniature, indoor and outdoor, golf driving range, indoor and outdoor, greenhouses, gun clubs and shooting galleries, laundry and cleaning establishments that serve primarily institutional

customers or facilities that serve other laundry and cleaning establishments, laundry, coin-operated, massage service, medical marijuana dispensary, mobile home sales and rentals, pawnshops, public baths, recreation vehicle parks and sales and service establishments, regulated uses, repair shops primarily providing repair for household goods and primarily dealing directly with the public, schools (k through 12th grade), single-family units, skating rinks (outdoor), self storage establishments, tattoo parlors, taxidermists, trailer sales and rental establishments, upholstering, cloth and canvas products fabrication, including the fabrication of slipcovers, awnings and similar products. In addition, the following uses shall be prohibited in the Marlowe PDD: auto parts stores, automobile repair major, automobile repair minor, night clubs, and small box discount stores.

e. **Existing Uses**

The existing uses within Parcel B as currently established in accordance with Resolution No. 87-48, shall be permitted to remain in operation, in compliance with Resolution No. 87-48 . The permitted development and all uses within Parcel B are vested in accordance with Resolution No. 87-48.

The existing uses within Parcel C as currently established in accordance with Resolution Nos. 99-310 and 99-311, shall be permitted to remain in operation, in compliance with Resolution Nos. 99-310 and 99-311 .. The permitted development and all uses within Parcel C are vested in accordance with Resolution Nos. 99-310 and 99-311.

The vested uses shall remain in effect only until Parcel B and/or Parcel C are Redeveloped. Any future changes or Redevelopment of these parcels must adhere to the applicable zoning regulations in effect at the time of Redevelopment. Any expansion, remodeling, or modification to Parcel B and/or Parcel C shall comply with the City's Land Development Code.

f. **Future Land Use Map Designation.**

The land use designation of the Property under the current land use element is Commercial. The parties acknowledge that no change in land use designation is proposed to accommodate the residential uses within the Project. The residential uses within the Project shall be obtained utilizing the Broward County Land Use Plan ("BrowardNext") Policy 2.16.4.

g. **Zoning.**

Parcel A is currently zoned Community Business (B-2) in part and General Business (B-3) in part. Parcel B is currently zoned Community Business (B-2) and Parcel C is currently zoned General Business (B-3). The proposed zoning of the Property is Planned Development District (PDD). It is

acknowledged and agreed that residential units within the Project shall be obtained utilizing BrowardNext Policy 2.16.4.

h. **Adequacy of Public Facilities.**

The public facilities that will serve the Property shall be those described in Section 5 of this Agreement.

i. **Reservation or Dedication of Land.**

Developer shall not be required by the City to reserve or dedicate land in connection with development of Marlowe Property, except as may be required by permits issued by Governmental Authorities. Notwithstanding the foregoing, Developer shall be required to grant utility easements to the City as may be necessary in order for the City to service and maintain the public facilities serving the Property.

j. **Development Permits Approved or Needed to Be Approved for the Property.**

1) The land development approvals required for the Property are:

a. Rezoning to PDD;
b. Site Plan Approval;
c. Density Allocation Pursuant to BrowardNext Policy 2.16.4, as explained in more detail in the Design Guidelines attached hereto as Exhibit "E";
d. Utility Service Permit;
e. Development Authorization Letter;
f. Building Permits;
g. Engineering Permits;
h. South Florida Water Management District Permit;
i. Certificate of Occupancy;
j. Termination of Certain Parking and Access Easement Agreements (see Section 12 for further details);
k. Any other official action of the City having the effect of permitting the development of land.

2) The governmental approvals for the Property described in this subsection (j) and the expiration of all applicable appeal periods with respect thereto are collectively referred to as the "Governmental Approvals".

k. **Responsibility for Land Development Approvals.**

Developer shall apply for and diligently pursue all Governmental Approvals as required in connection with the Project and consistent with the Design Guidelines adopted concurrently with the Marlowe Sunrise Site Plan.

l. **Consistency with the City's Comprehensive Plan and Land Development Code.**

The Project is consistent with the City's comprehensive plan and land development regulations, as amended by the Design Guidelines.

m. **Compliance with Other Law.**

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 Developer, Lowe's, or the City of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction. Any matter or thing required to be done under existing ordinances of the City of Sunrise or Broward County shall not be otherwise amended, modified, or waived unless such amendment, modification or waiver is expressly provided for in this Agreement with specific reference to the City Code provision so amended, modified, or waived.

3. **Authorization to Develop Property.**

Developer may proceed to develop the Project in accordance with the PDD, the Design Guidelines and the conceptual Site Plan. Developer shall obtain all Governmental Approvals as enumerated in paragraph 2(j) above applicable to the Project. Developer shall receive any and all applicable building permits authorized, subject to the terms, conditions, reservations and requirements of this Agreement.

The terms of this Agreement shall govern the development of the Project for the duration of this Agreement. The Design Guidelines shall survive the expiration of this Agreement.

4. **Site Plan Adjustments and Revisions.**

The Director of Community Development, or his/her designee, shall have jurisdiction to make minor adjustments to the Site Plan without reconsideration by the City Commission in accordance with Code Sections 16-32 and 16-109. The approvals shall be in substantial compliance with the approved Site Plan.

5. **Affordable Housing Commitment**

Developer acknowledges that the Project is utilizing BrowardNext Land Use Policy 2.16.4 and agrees to comply with the applicable affordable housing requirement by providing a minimum of thirty-nine (39) of the two hundred seventy (270) total dwelling units as moderate income units at 120% Annual Median Income ("AMI"), which satisfies the requirement that one (1) of every seven (7) units be provided as a moderate income unit (the "Moderate Income Units"). The remaining two hundred thirty-one (231) dwelling units shall be unrestricted market rate units (the "Market Rate Housing Units").

The maximum rent that Developer may charge for the Moderate Income Units shall be governed by the applicable rent limits established and published annually in the Florida Housing Finance Corporation Multifamily Rental Programs Income Limits and Rent Limits chart for the type and size of such Moderate Income Unit for the Broward County Metropolitan Statistical Area. The affordability commitment established herein shall be secured by a restrictive covenant with a term of thirty (30) years and recorded against Parcel A in a form approved by the City Attorney and consistent with BrowardNext Policy 2.16.4 prior to issuance of the first vertical building permit for the Project or within 12 months of rezoning for approval, whichever.

6. **Adequacy of Public Facilities.**

The following items in regard to the adequacy of public facilities for the Property , with the provision of off-site improvements as detailed in Section 8 below, are acknowledged:

a. Drainage:	All construction activities will be in accordance with applicable City of Sunrise, Broward County and South Florida Water Management District permitting standards and regulations.
b. Potable Water:	Potable water supply services will be provided to the Property by the City.
c. Sanitary Sewer:	Primary wastewater supply services which are public on the date of this Agreement shall continue to be public. Primary wastewater supply services installed by Developer shall be privately owned unless specified to be public on engineering plans and until dedicated to the public.

d.	Solid Waste:	Sufficient capacity exists in the Broward County Land Fill to service the demands of the Property.
e.	Parks:	Sufficient park facilities exist.
f.	Roads:	Development of the Property is expected to generate a net decrease of approximately 1,011 external daily trips. No external roadways within the Project's impact are expected to fall below a minimum level of service as a result of traffic impacts from development of the Property. Internal roadways will be built in conjunction with the Project and will be sized to meet or exceed projected trip demands.
g.	Parking:	Parking shall be configured as set forth in the Design Guidelines.
h.	Gas:	City of Sunrise gas to be used for grills and pool heaters on Parcel 1.
i.	Irrigation:	The irrigation system shall be designed by Developer to accommodate reclaimed water, using "purple" pipes and fixtures. Connection to City of Sunrise reclaimed facilities shall occur when available.

The City hereby acknowledges that there are adequate public facilities to serve the Property, as provided for in the Marlowe Sunrise Site Plan and Marlowe Sunrise Design Guidelines.

7. **Building Elevations.**

Conceptual architectural elevations are attached hereto as Exhibit "7" of the Marlowe Sunrise Design Guidelines. The final architectural elevations shall be similar in style, quality, massing and fenestration to the conceptual building elevations.

8. **Improvements and Amenities.**

Developer shall provide the following improvements and amenities in accordance with the Design Guidelines prior to the first Certificate of Occupancy for the Project:

- Pending Broward County approval, reconfiguration of westbound left-turn lane on West Oakland Park Boulevard by approximately 50-feet by reducing the taper to 50-feet;
- Oakland Park improvements as detailed and conceptually depicted in the Design Guidelines, attached hereto as Exhibit "E", and on the Conceptual Site Plan:
    - Elimination of two (2) existing driveway cuts to the west of the main entry drive to Parcel A;.
    - Installation of an eight foot (8') wide meandering pathway and landscaping extending from the westernmost property line to the west to the westernmost driveway to the east;
    - Installation of a new bench and trash receptacle along the new meandering pathway within the Oakland Park right-of-way;
    - Installation of new bicycle racks along the new meandering pathway within the Oakland Park right-of-way;
- Facade improvements for the existing daycare located within Parcel B of the Marlowe Sunrise PDD to match colors and add non-structural architectural elements that are compatible with the proposed architectural scheme of the Marlowe Sunrise PDD residential uses, to the extent feasible given the ongoing operation as illustrated on the Daycare Improvements exhibit included as Exhibit "2" of the Design Guidelines;
- On-site plaza connecting to the existing pedestrian network within Parcel C;
- Contribution of $150,000 for replacement of the existing bus shelter along Oakland Park Boulevard with a City standard shelter;
- On-site public art installation in the Arrival Plaza valued at $25,000; and
- On-site decorative walkway connecting to a pedestrian gate at the south boundary of Parcel A for future pedestrian connection to the planned greenway along the existing canal.

Some proposed off-site improvements are located in Broward County right-of-way and are subject to review and approval by Broward County, which may include execution of any agreements required by the County for construction and maintenance of such improvements.

9. **Vacation and Dedication of Easements.**

Developer acknowledges that any easements in conflict with the Site Plan must be vacated and agrees to dedicate easements necessary to accommodate City utility service to the Property. The City acknowledges that any easement abandonments shall be approved subject to relocation of utility facilities and dedication of new

easements, if required, and that the Ordinance(s) approving any easement abandonments shall be recorded following relocation of utility facilities.

10. **Impact Fee Credits.**

City acknowledges that Developer is entitled to any applicable impact fee credits including, but not limited to, road, water and sewer impact fee credits, based upon demolition of the existing commercial buildings located on Parcel A and Parcel B, or as otherwise provided for by resolution, ordinance or statute by the authorities having jurisdiction.

11. **Developer's Acknowledgement, Agreement, and Waiver of Certain Rights.**

Developer 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 licenses outlined in this Section. Developer agrees to comply with the City of Sunrise permitting requirements. Developer also acknowledges that no State or Federal funding or grant funding prohibits the inclusion of this requirement.

12. **Indemnification.**

Developer agrees to indemnify, defend, and hold harmless the City, its officers, agents, volunteers and employees from and against all claims, damages, losses and actual out-of-pocket expenses, including but not limited to reasonable third-party attorneys' fees, court costs, or other alternative dispute resolution costs, arising from claims of personal injury or property damage caused by the construction of the Project under this Agreement. Developer shall not indemnify the City for claims arising out of negligent acts, errors, or omissions or misconduct of the City, its officers, agents, volunteers and employees while acting in the course and scope of employment. The City reserves the right, but not the obligation, to participate in its defense without relieving Developer of any obligation hereunder. This Indemnification Clause shall continue indefinitely and shall survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

City is a state agency as defined in Section 768.28, Florida Statutes, and agrees to be responsible for tort claims caused by negligent acts, errors or omissions of City officers, agents, employees or volunteers while acting in the course and scope of their employment or function. Nothing herein is intended to serve as a waiver of sovereign immunity, or to increase the limits of its liability, for any party to which sovereign immunity may be applicable. Nothing herein shall be construed as

consent by City to be sued by third parties in any matter arising out of this Agreement.

13. **Easement Agreements.**

Developer and Lowe's acknowledge that the Cross Easement Agreements as listed and defined below have been terminated and replaced with a certain Easements, Covenants, Conditions, and Restrictions by and between Developer and Lowe's, (the "**ECCR**), which ECCR is consistent with the Site Plan, this Agreement and the Design Guidelines and that the ECCR shall be reviewed by the City prior to recording in the Public Records of Broward County at the expense of Developer. The Cross Easement Agreements subject to termination and replacement are as follows:

i. Cross Easement and Parking Agreement as recorded in Official Records Book 7020, Page 971 of the Public Records of Broward County, Florida (the "**CEA**"), which shall be terminated and replaced with the ECCR prior to or concurrent with Site Plan approval;
ii. Covenant Regarding Shared Parking for Lowe's Home Centers, Inc. recorded in Official Records Book 30491, Page 1002 Public Records of Broward County, Florida (the "**Baby Love Parking Covenant**"), which shall be terminated prior to or concurrent with Site Plan approval, as the underlying use has been demolished and shared parking is no longer required; and
iii. Restrictive Covenants recorded in Official Records Book 30170, Page 794 and Book 32245, Page 1036; amended by the Amended Restrictive Covenant recorded in Official Records Book 40384, Page 1914; and Third Amended Restrictive (Shared Parking) Covenant recorded in Official Records Book 51008, Page 1836, all of the Public Records of Broward County, Florida (the "**Plaza Shared Parking Covenants**", and together with the CEA and the Baby Love Parking Covenant, are collectively "**Cross Easement Agreements**"). which shall remain in effect to allow for the continued operation of existing tenants and shall be terminated upon demolition of the shopping center, which termination shall be a condition of approval.

14. **Amendment, Cancellation, Termination, Term.**

This Agreement may only be amended or cancelled by written mutual consent of the Parties to this Agreement, or by their successors and assigns, unless this Agreement expressly provides otherwise. This Agreement shall automatically terminate upon its expiration, as set forth in 2(b), Duration of Agreement.

15. **Effective Date.**

This Agreement shall be effective ("Effective Date") on (i) the date the appeal period for the Resolutions approving the Site Plan and this Agreement have expired without any appeal of such Resolutions having been filed; or the date of dismissal of any appeal of the Resolutions, which dismissal has the effect of ratifying the

Resolutions; and (ii) Developer has acquired fee simple title to the Marlowe Property; and (iii) this Agreement has been recorded in the Public Records of Broward County, Florida.

16. **Recording**

This Agreement shall be recorded by the Developer in the Public Records of Broward County within fourteen (14) days after the Developer acquires fee title to the Property at Developer's expense. Within three (3) business days of recording this Agreement, the Developer shall furnish a copy of the recorded instrument to the City. It shall be an event of default hereunder if Developer records this Agreement or a memorandum thereof in the Public Records of Broward County prior to its acquisition of fee title to the Property.

17. **Annual Review.**

In accordance with Section 163.3235 of the Act, the City shall review the development for the Property that is subject to this Agreement every twelve (12) months, commencing twelve (12) months after the Effective Date. The purpose of this review shall be to determine whether the Parties are in good faith compliance with the terms of this Agreement.

18. **Notices.**

The Parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

Developer:	Greystar Development East, LLC Attn: Mr. Lewis Stoneburner, Jr. and Ana Pedrajo 788 East Las Olas Blvd., Suite 201 Fort Lauderdale, Florida 33301
With Counterpart to:	Scott Backman, Esq. Miskel Backman LLP 14 SE 4th Street, Suite 36 Boca Raton, FL 33432
With Counterpart to:	Greenberg Traurig, P.A. 333 SE 2nd Avenue Miami, Florida 33131 Attn: Kimberly S. LeCompte, Esq. Email: lecomptek@gtlaw.com
For Lowes:	Lowe's Home Centers, LLC 1000 Lowe's Boulevard

	Mooresville, NC 28117 Attn: Property Management (PMT-62)
With Counterpart to:	Lowe's Home Centers, LLC 1000 Lowe's Boulevard Mooresville, NC 28117 Attn: Legal Department-Real Estate (LGL)
For the City of Sunrise:	City of Sunrise Community Development Department Attn: Director 10770 West Oakland Park Boulevard Sunrise, FL 33351
With Counterpart to:	Sunrise City Attorney City of Sunrise City Attorney's Office 10770 West Oakland Park Boulevard Sunrise, FL 33351

19. **Enforcement.**

Any Party or aggrieved or adversely affected person as defined in Section 163.3215(2) of the Act may file an action for injunctive relief in the Broward County circuit court to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act. The laws of the State of Florida, without regard to its conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

20. **Successors and Assigns.**

This Agreement shall be binding upon the Parties, their successors and assigns. In the event of an assignment of part or all of its obligations under this Agreement, the assigning Party shall notify the other Party in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of the assignor's rights, obligations, and liabilities by said assignee, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder (arising thereafter other than the City shall not be released of its governmental and legislative obligations as set forth in this Agreement), and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

21. **Severability.**

In the event that any portion or section of this Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdictions, such

decision shall in no manner affect the remaining portions or sections of this Agreement, which shall remain in full force and effect.

22. **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

23. **Waiver**.

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct.

24. **Exhibits.**

Notwithstanding anything herein to the contrary, the exhibits hereto are subject to final approval by all applicable governmental agencies with jurisdiction over the Property and are therefore subject to revision. Provided that such revisions are not material (as determined by City, in its reasonable discretion), this Agreement shall not be amended to refer to any such revisions.

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above-written.

Signed, sealed and delivered
In the presence of:

Developer:

Greystar Development East, LLC
a Delaware limited liability company

Witnesses:

_____
(signature)

By: _____

_____
(signature)

_____
Print Name

Date: _____

_____
Address

_____
(signature)

_____
Print Name

_____
Address

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by _____as _____of Greystar Development East, LLC, a Delaware limited liability company, on behalf of said corporation, who is personally known to me or who has produced _____as identification.

[NOTARIAL SEAL]

_____
Print Name:_____
Notary Public, State of _____
Commission #:_____
My Commission Expires:_____

Signed, sealed and delivered
In the presence of:

LOWE'S:

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company

Witnesses:

_____
(signature)

By: _____

_____
(signature)

_____
Print Name

Date: _____

_____
Address

_____
(signature)

_____
Print Name

_____
Address

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by _____as _____of LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company, on behalf of said corporation, who is personally known to me or who has produced _____as identification.

[NOTARIAL SEAL]

_____
Print Name:_____
Notary Public, State of _____
Commission #:_____
My Commission Expires:_____

CITY:

Witnesses:

City of Sunrise,
a Florida municipal corporation

_____
(signature)

By: _____
(signature)

_____
Print Name

Printed Name: _____

_____
Address

Title: _____

_____
(signature)

Date: _____

_____
Print Name

_____
Address

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of Broward)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__, by _____as _____of the City of Sunrise, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or who has produced _____as identification.

[NOTARIAL SEAL]

_____
Print Name:_____
Notary Public, State of _____
Commission #:_____
My Commission Expires:_____

List of Exhibits

Exhibit A	Sketch and Legal Description of the Property
Exhibit B	Sketch and Legal Description of Parcel A
Exhibit C	Sketch and Legal Description of Parcel B
Exhibit D	Sketch and Legal Description of Parcel C
Exhibit E	Marlowe Sunrise Design Guidelines
List of Exhibits to Design Guidelines	
Exhibit 1	Conceptual Site Plan
Exhibit 2	Daycare Improvements Exhibit
Exhibit 3	Marlowe Sunrise PDD Code Requirements
Exhibit 4	Conceptual Circulation Diagram
Exhibit 5	Parking Study
Exhibit 6	Conceptual Open Space Diagram
Exhibit 7	Conceptual Architectural Elevations

Exhibit "A"
Sketch and Legal Description of the Property

LEGAL DESCRIPTION:

PARCEL A
A PORTION OF TRACT 2, "SPRINGTREE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 2, THENCE NORTH 04°34'58" EAST ALONG THE WEST LINE OF SAID TRACT 2 FOR 814.95 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 2, BEING A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 06°32'46" EAST; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 01°42'50", FOR AN ARC DISTANCE OF 88.69 FEET; THENCE SOUTH 04°34'58" WEST 177.66 FEET; THENCE NORTH 85°25'02" WEST 3.67 FEET; THENCE SOUTH 04°34'58" WEST 18.00 FEET; THENCE SOUTH 85°25'02" EAST 186.81 FEET; THENCE SOUTH 04°34'58" WEST 131.98 FEET; THENCE SOUTH 85°25'02" EAST 195.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°34'58" WEST 417.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 2; THENCE SOUTH 89°34'58" WEST ALONG SAID SOUTH LINE 494.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 281,669 SQUARE FEET (6.4662 ACRES) (NET) AND 290,336 SQUARE FEET (6.6659 ACRES) (GROSS), MORE OR LESS.

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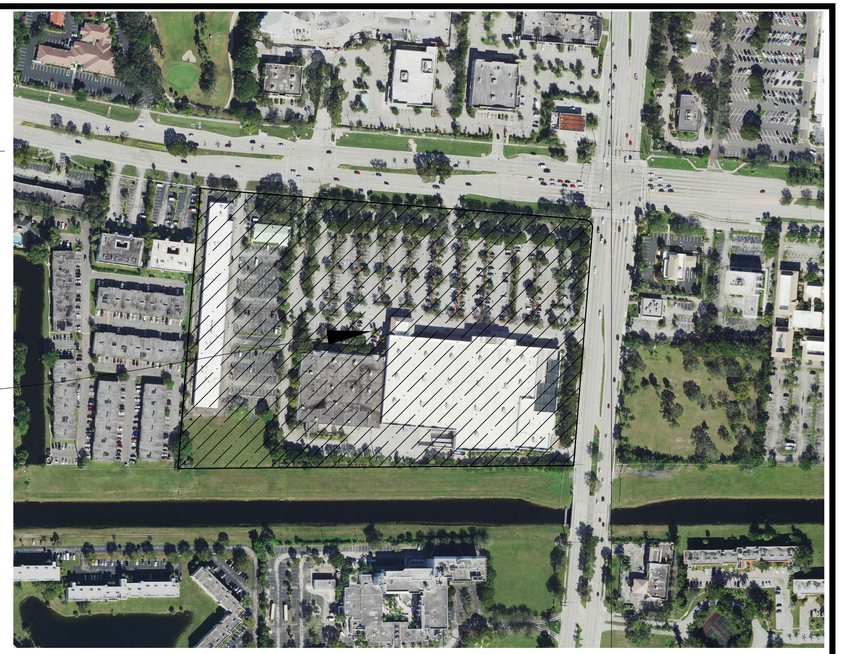
OVERALL
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SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 871,259 SQUARE FEET (20.0014 ACRES) (NET) AND 1,034,185 SQUARE FEET (23.7416 ACRES) (GROSS), MORE OR LESS.

NOTES:

1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #1026, ELEVATION: 12.537 FEET (NAVD29 – 1.565 = NGVD88).
3. FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 8 FEET/NONE; PANEL #12011C0345J; COMMUNITY #120328; MAP DATE: 7/31/24. (PARCEL 1 = FLOOD ZONE AH/X, PARCEL 2 = FLOOD ZONE AH/X, PARCEL 3 = FLOOD ZONE X).
4. THIS SITE LIES IN SECTION 21, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.
5. GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL–E ZONE, WITH THE NORTH LINE OF TRACT 2 BEING S85°25'02"E.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. THIS SITE CONTAINS 700 TOTAL CLEARLY IDENTIFIABLE PARKING SPACES (674 REGULAR & 26 DISABLED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 12170661, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED DECEMBER 09, 2024 AT 11:00 PM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART II OF SAID COMMITMENT: (PARCELS 1 & 2)
   ITEMS 1A, 2A & 3A: STANDARD EXCEPTIONS, NOT ADDRESSED.
   ITEM 4A: MATTERS IN PLAT BOOK 75, PAGE 49 APPLY TO THIS SITE AS DEPICTED HEREON.
   ITEM 5A: DECLARATION OF RESTRICTIONS AND COVENANTS IN O.R.B. 4897, PAGE 28 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 6A: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 6003, PAGE 379 APPLIES TO THIS SITE AS DEPICTED HEREON.
   ITEM 7A: CROSS EASEMENT AND PARKING AGREEMENT IN O.R.B. 7020, PAGE 971 APPLIES TO THIS SITE AND IS BLANKET IN NATURE. (PARCEL 1 IN TITLE COMMITMENT = PARCEL 1 IN AGREEMENT, PARCEL 2 IN TITLE COMMITMENT = PARCEL 3 IN AGREEMENT, PARCEL 3 IN TITLE COMMITMENT = PARCEL 2 IN AGREEMENT)
   ITEM 8A: UNRECORDED LEASE, AS EVIDENCED BY MEMORANDUM OF LEASE IN O.R.B. 18540, PAGE 900; RE–RECORDED IN O.R.B. 18627, PAGE 756 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 9A: NOTICE OF PERMIT IN O.R.B. 30045, PAGE 1104 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 10A: COVENANT IN O.R.B. 30491, PAGE 1002 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 11A: PERPETUAL EASEMENT IN O.R.B. 30647, PAGE 1766 APPLIES TO THIS SITE AS DEPICTED HEREON.
   ITEM 12A: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 31054, PAGE 1467 APPLIES TO THIS SITE AS DEPICTED HEREON.
   ITEM 13A: UTILITY EASEMENT IN O.R.B. 31232, PAGE 692 APPLIES TO THIS SITE AS DEPICTED HEREON.
   ITEM 14A: TERMS AND CONDITIONS OF UNRECORDED LEASES IN WARRANTY DEED IN O.R.B. 29713, PAGE 172 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 15A: NOT ADDRESSED.
10. THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 11833405, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 28, 2025 AT 11:00 PM, REVISION 5. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART II OF SAID COMMITMENT: (PARCEL 3)
    ITEMS 1B, 2B, 3B, 4B, 5B & 6B: STANDARD EXCEPTIONS, NOT ADDRESSED.
    ITEM 7B: RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS IN PLAT BOOK 75, PAGE 49 APPLY TO THIS SITE AS DEPICTED HEREON.
    ITEM 8B: RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS IN THE DECLARATION OF RESTRICTIONS AND COVENANTS IN O.R.B. 4897, PAGE 28 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
    ITEM 9B: INTENTIONALLY DELETED.
    ITEM 10B: RESTRICTIVE COVENANTS IN O.R.B. 30170, PAGE 794; AND IN O.R.B. 32245, PAGE 1036; AMENDED BY THE AMENDED RESTRICTIVE COVENANT IN O.R.B. 40384, PAGE 1914; AND THIRD AMENDED RESTRICTIVE (SHARED PARKING) COVENANT IN O.R.B. 51008, PAGE 1836 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
    11B: CROSS EASEMENT AND PARKING AGREEMENT IN O.R.B. 7020, PAGE 971 APPLY TO THIS SITE AND ARE BLANKET IN NATURE. (PARCEL 1 IN TITLE COMMITMENT = PARCEL 1 IN AGREEMENT, PARCEL 2 IN TITLE COMMITMENT = PARCEL 3 IN AGREEMENT, PARCEL 3 IN TITLE COMMITMENT = PARCEL 2 IN AGREEMENT)
    12B: FLORIDA POWER & LIGHT COMPANY EASEMENTS IN O.R.B. 6003, PAGE 379 DO NOT APPLY TO THIS SITE AS DEPICTED HEREON.
    13B: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 6950, PAGE 557 APPLIES TO THIS SITE AS DEPICTED HEREON.
    14B: SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY EASEMENT IN O.R.B. 7041, PAGE 182 APPLIES TO THIS SITE AS DEPICTED HEREON.
    15B: SURVEY MATTERS DEPICTED HEREON.
11. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.
12. THE FLOOD ZONE DESIGNATION LINES DEPICTED HEREON ARE PLACED IN APPROXIMATE LOCATIONS, AS SCALED FROM THE IMAGE FROM THE FEMA.ORG WEBSITE.
13. THE SUBJECT SITE IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OAKLAND PARK BOULEVARD & UNIVERSITY DRIVE.
14. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
15. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT–OF–WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
16. PARCEL 3 HAS DIRECT ACCESS TO THE PUBLIC RIGHT–OF–WAY OF OAKLAND PARK BOULEVARD. PARCELS 1 & 2 HAVE DIRECT ACCESS TO THE PUBLIC RIGHT–OF–WAY OF OAKLAND PARK BOULEVARD & UNIVERSITY DRIVE.
17. THERE IS NO OBSERVED EVIDENCE OF THE SITE HAVE BEEN USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
18. THE LEGAL DESCRIPTION OF PARCEL 3 SHOWN ON THE SURVEY IS THE SAME AS THE LEGAL DESCRIPTIONS SHOWN ON THE REFERENCED TITLE COMMITMENT OF PARCEL 3.
19. THERE ARE NO OBSERVED ENCROACHMENTS.

MASTER SITE



VICINITY MAP
NOT TO SCALE

CERTIFICATION:

TO GREYSTAR DEVELOPMENT EAST LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; GREENBERG TRAURIG, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 1/22/26.

DATE OF [illegible] MAP: 1/22/26

JOHN F. PULICE License Number 2691 STATE OF FLORIDA Professional Surveyor and Mapper

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

SHEET 1 OF 3
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 3, INCLUSIVE

REVISIONS :

REV:	DATE:	COMMENT:	BY:
1	2/19/25	#73835 ORIGINAL SURVEY	L.H.
2	8/11/25	#74705 REVISE BNDRY	L.H.
3	9/4/25	#74762 ALTA STANDARD	L.H.
4	1/22/26	#75281 UPDATE SURVEY	B.Q.

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OFFICES:
6300 NW 31ST AVE. FT. LAUDERDALE, FLORIDA 33309
1502 W. FLETCHER AVE. SUITE 101 TAMPA, FLORIDA 33612
840 SE OSCEOLA ST. STUART, FLORIDA 34994
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MARLOWE SUNRISE APARTMENTS
8050-8100, 8250, 8300, 8302-8338, 8340-8354
WEST OAKLAND PARK BOULEVARD & NW 81ST AVENUE
SUNRISE, FLORIDA 33351
(CITY OF SUNRISE, BROWARD COUNTY)

MAP OF ALTA/NSPS PARCELS & LEGAL DESCRIPTIONS

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572–1777
E–MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.H.
SCALE: 1"=60'
ORDER NO.: 75281

SEAL

DATE: 09-4-2025

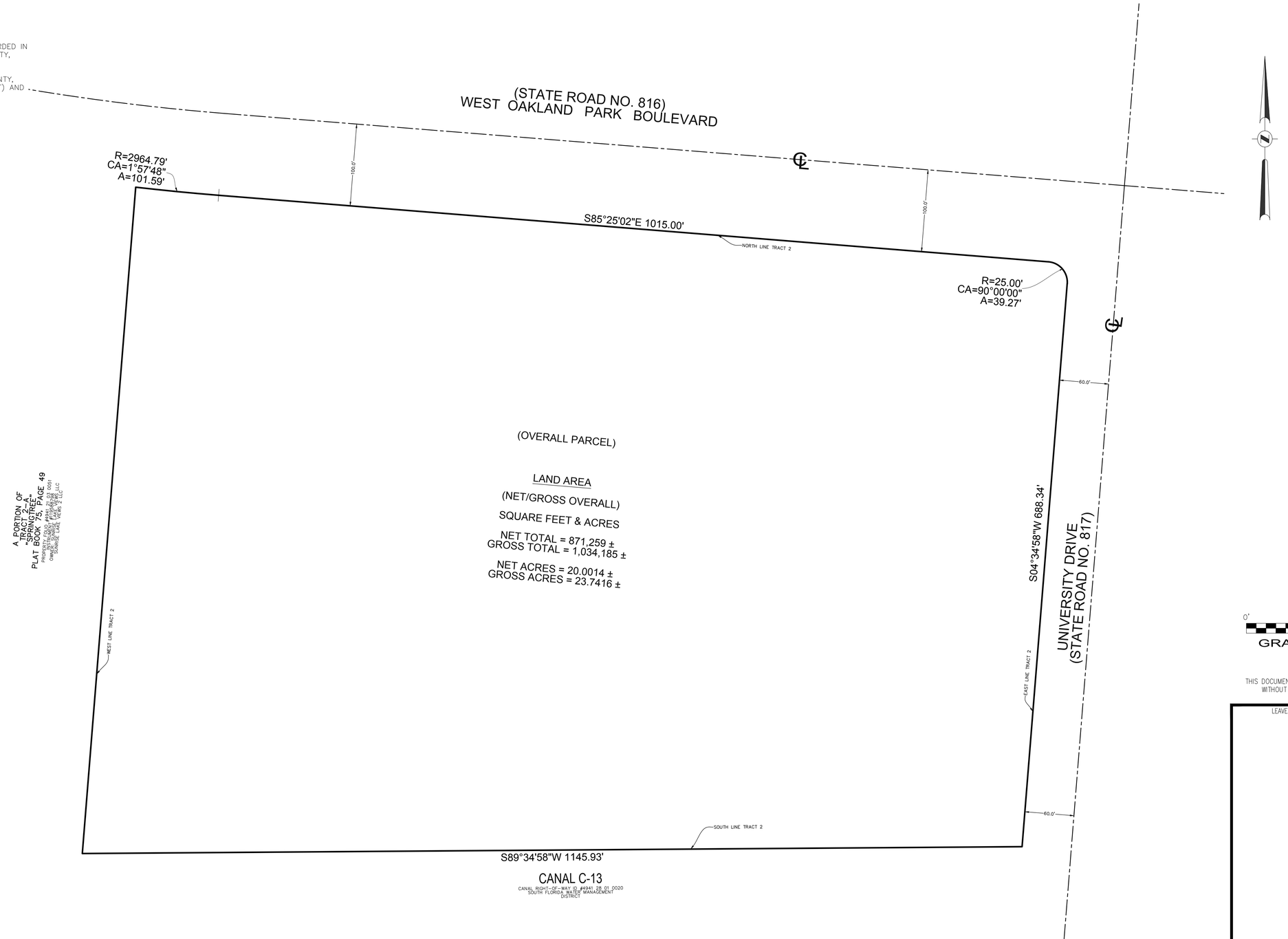
DRAWING NO.

Printed on Friday, January 30, 2026, 9:02 AM by dreiling7

LEGAL DESCRIPTION: (OVERALL)

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0' 60 120 180

GRAPHIC SCALE
1"=60'

SHEET 2 OF 3

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SEAL

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Printed on Friday, January 30, 2026, 8:02 AM by dveling7

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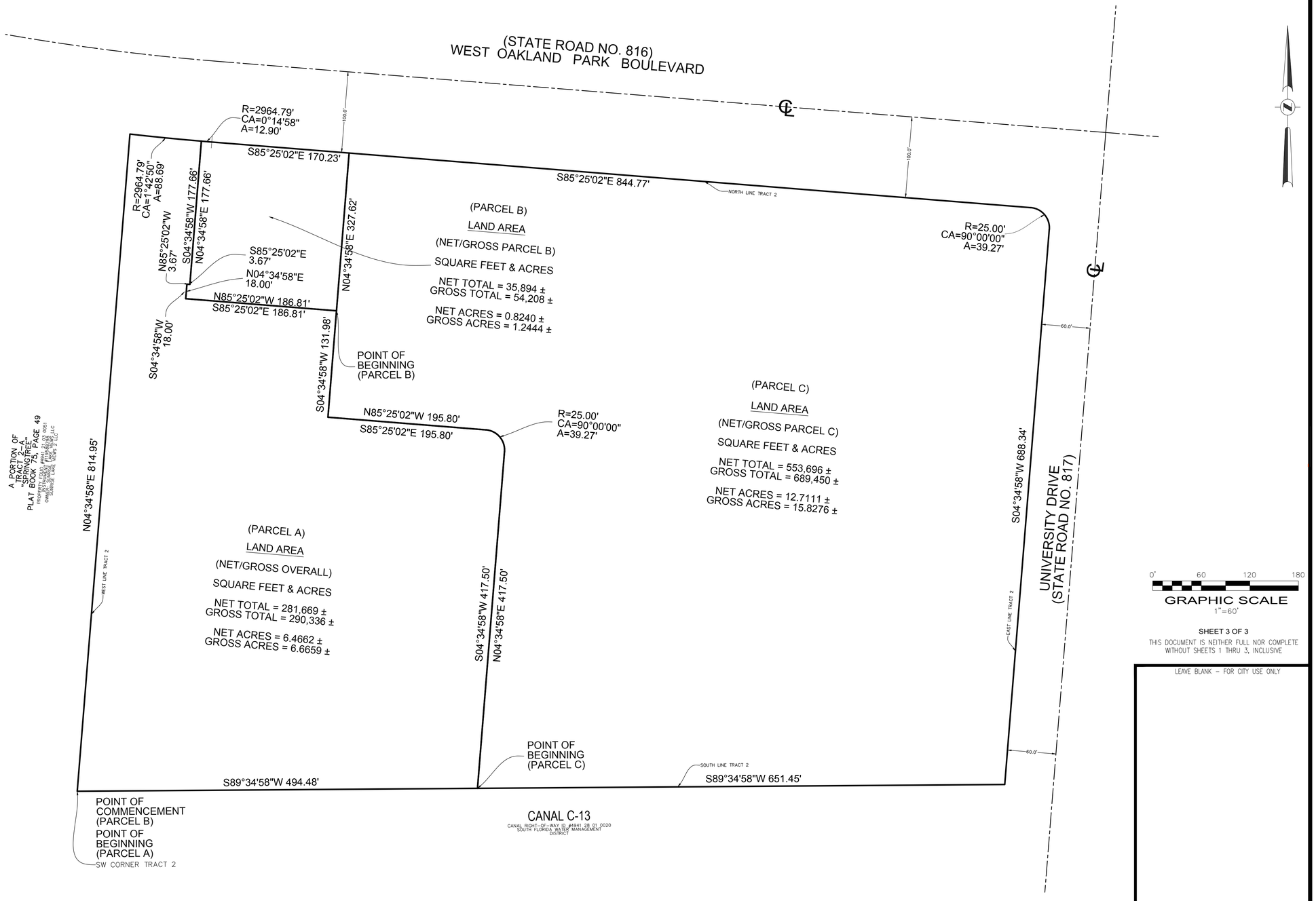
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SHEET 3 OF 3

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MARLOWE SUNRISE APARTMENTS

8050-8100, 8250, 8300, 8302-8338, 8340-8354
WEST OAKLAND PARK BOULEVARD & NW 81ST AVENUE
SUNRISE, FLORIDA 33351
(CITY OF SUNRISE, BROWARD COUNTY)

PLS
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

MAP OF ALTA/NSPS PARCELS & LEGAL DESCRIPTIONS

DRAWN BY: L.H.
SCALE: 1"=60'
ORDER NO.: 75281

SEAL

DATE: 09-4-2025

DRAWING NO.

Exhibit "B"
Sketch and Legal Description of Parcel A

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: (PARCEL A - RESIDENTIAL APARTMENT SITE)

A PORTION OF TRACT 2, **"SPRINGTREE"**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 2, THENCE NORTH 04°34'58" EAST ALONG THE WEST LINE OF SAID TRACT 2 FOR 814.95 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 2, BEING A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 06°32'46" EAST; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 01°42'50", FOR AN ARC DISTANCE OF 88.69 FEET; THENCE SOUTH 04°34'58" WEST 177.66 FEET; THENCE NORTH 85°25'02" WEST 3.67 FEET; THENCE SOUTH 04°34'58" WEST 18.00 FEET; THENCE SOUTH 85°25'02" EAST 186.81 FEET; THENCE SOUTH 04°34'58" WEST 131.98 FEET; THENCE SOUTH 85°25'02" EAST 195.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°34'58" WEST 417.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 2; THENCE SOUTH 89°34'58" WEST ALONG SAID SOUTH LINE 494.48 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 281,669 SQUARE FEET (6.4662 ACRES) (NET) AND 290,336 SQUARE FEET (6.6659 ACRES) (GROSS), MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF TRACT 2 BEING S89°34'58"W
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: N/A	DRAWN: B.Q.
ORDER NO.: 75281-A	
DATE: 1/22/26	
RESIDENTIAL APARTMENT SITE (PARCEL A)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

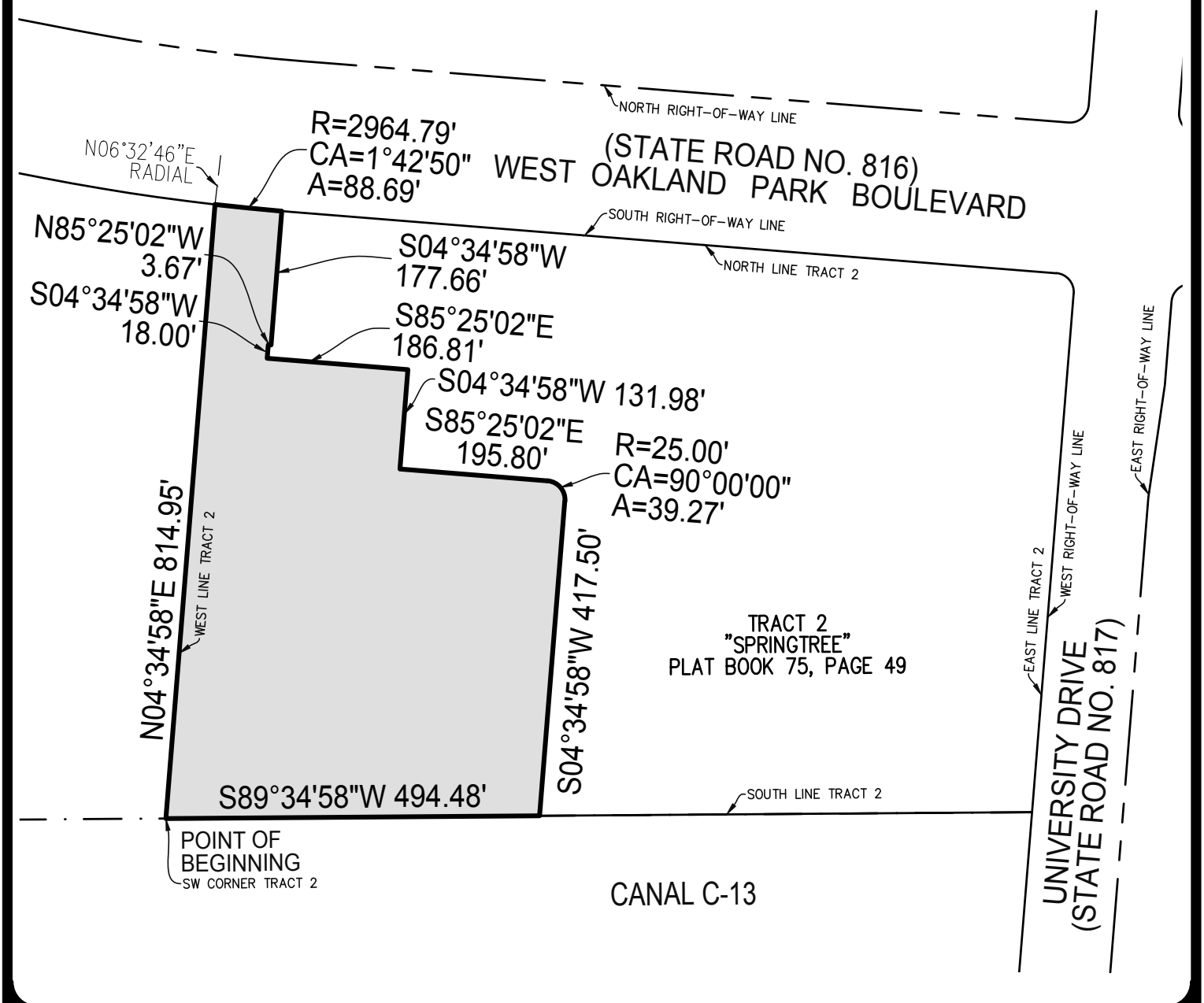
SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

JOHN F. PULICE License Number 2691 STATE OF FLORIDA Professional Surveyor & Mapper

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: 1"=200'	DRAWN: B.Q.
ORDER NO.: 75281-A	
DATE: 1/22/26	
RESIDENTIAL APARTMENT SITE (PARCEL A)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

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SHEET 2 OF 2

Exhibit "C"
Sketch and Legal Description of Parcel B

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: (PARCEL B - DAYCARE SITE)

A PORTION OF TRACT 2, **"SPRINGTREE"**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 2, THENCE NORTH 89°34'58" EAST ALONG THE SOUTH LINE OF SAID TRACT 2 FOR 272.84 FEET; THENCE NORTH 04°34'58" EAST 593.80 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 85°25'02" WEST 186.81 FEET; THENCE NORTH 04°34'58" EAST 18.00 FEET; THENCE SOUTH 85°25'02" EAST 3.67 FEET; THENCE NORTH 04°34'58" EAST 177.66 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 2, BEING A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 04°49'56" EAST; THENCE ALONG SAID NORTH LINE, THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 00°14'58", FOR AN ARC DISTANCE OF 12.90 FEET TO A POINT OF TANGENCY; 2) SOUTH 85°25'02" EAST 170.23 FEET; THENCE SOUTH 04°34'58" WEST 195.63 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 35,894 SQUARE FEET (0.8240 ACRES) (NET) AND 54,208 SQUARE FEET (1.2444) (GROSS), MORE OR LESS.

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF TRACT 2 BEING S89°34'58"W
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

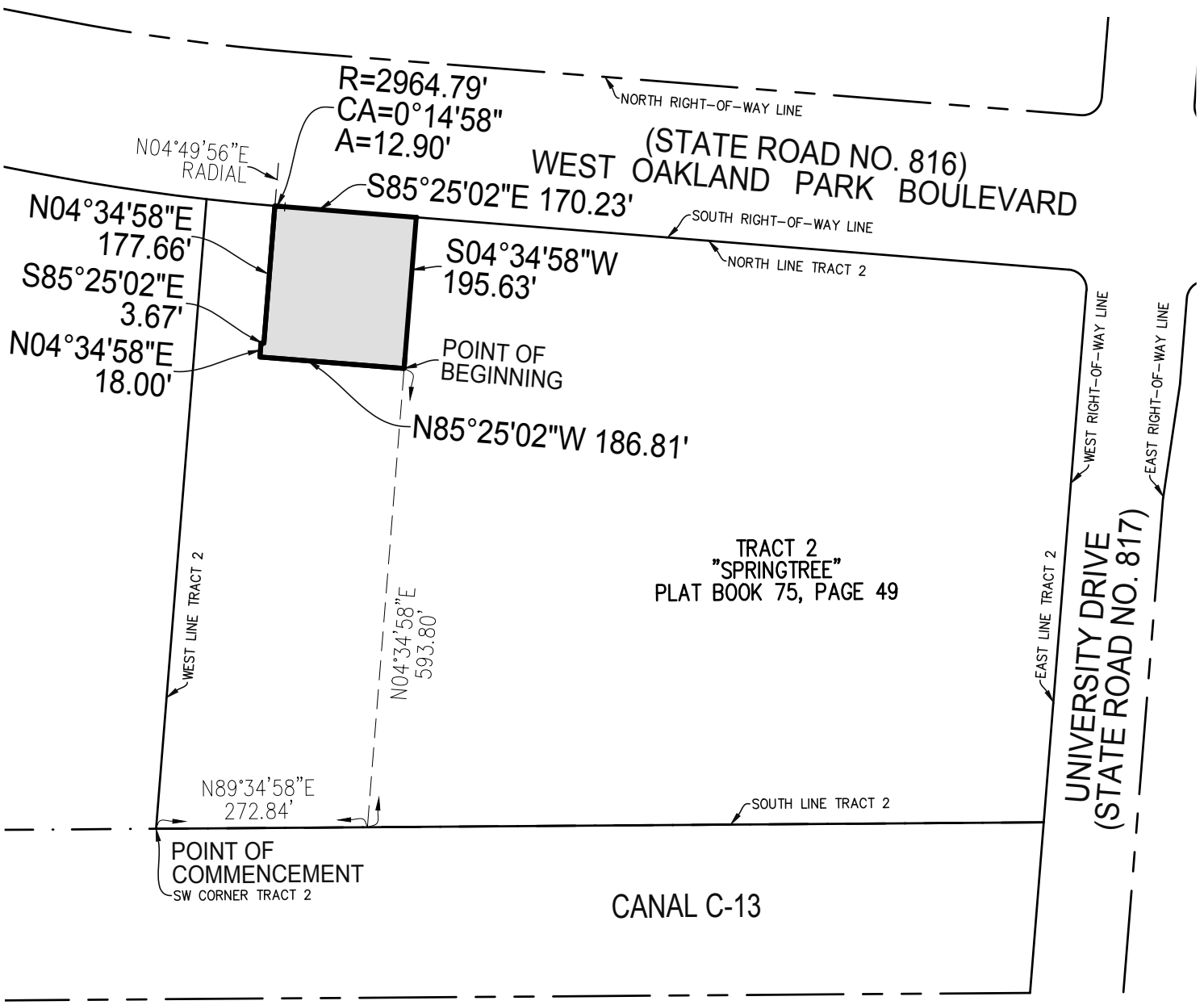
CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: N/A	DRAWN: B.Q.
ORDER NO.: 75281-B	
DATE: 1/22/26	
DAYCARE SITE (PARCEL B)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

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JOHN F. PULICE License Number 2691 STATE OF FLORIDA Professional Surveyor & Mapper

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: 1"=200'	DRAWN: B.Q.
ORDER NO.: 75281-B	
DATE: 1/22/26	
DAYCARE SITE (PARCEL B)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

Exhibit “D”
Sketch and Legal Description of Parcel C

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: (PARCEL C - LOWE'S BOUNDARY)

A PORTION OF TRACT 2, **"SPRINGTREE"**, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 2; THENCE NORTH 89°34'58" EAST ALONG THE SOUTH LINE OF SAID TRACT 2 FOR 494.48 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 04°34'58" EAST 417.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 85°25'02" WEST 195.80 FEET; THENCE NORTH 04°34'58" EAST 327.62 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 2; THENCE SOUTH 85°25'02" EAST ALONG SAID NORTH LINE 844.77 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04°34'58" WEST ALONG THE EAST LINE OF SAID TRACT 2 FOR 688.34 FEET TO A POINT ON SAID SOUTH LINE; THENCE SOUTH 89°34'58" WEST ALONG SAID SOUTH LINE 651.45 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINING 553,696 SQUARE FEET (12.7111 ACRES) (NET) AND 689,450 SQUARE FEET (15.8276 ACRES) (GROSS), MORE OR LESS.

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF TRACT 2 BEING S89°34'58"W
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

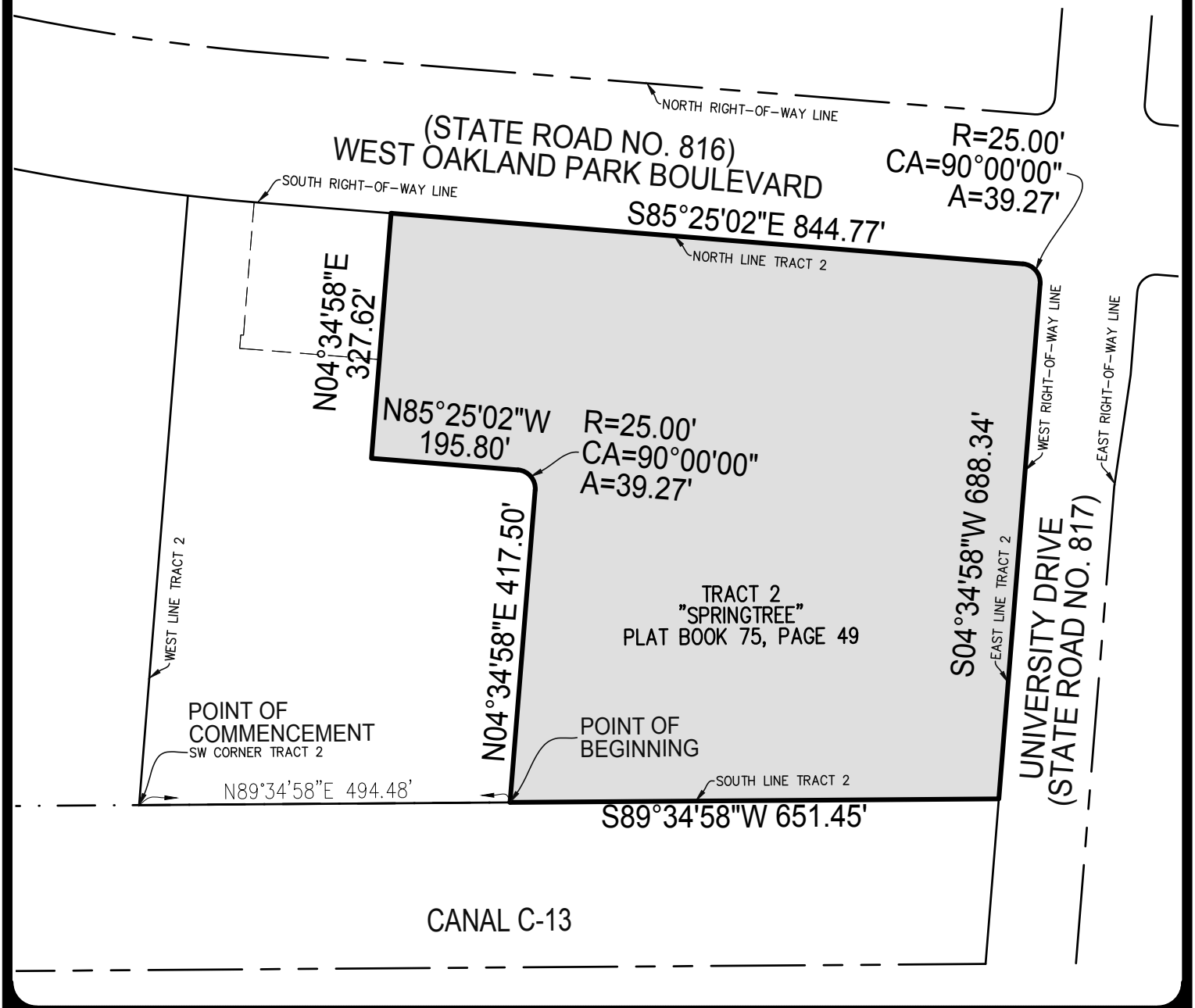
CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: N/A	DRAWN: B.Q.
ORDER NO.: 75281-C	
DATE: 1/22/26	
LOWE'S BOUNDARY (PARCEL C)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

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JOHN F. PULICE
License Number
2691
STATE OF FLORIDA
Professional Surveyor and Mapper

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

SKETCH AND LEGAL DESCRIPTION
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CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: GREYSTAR DEVELOPMENT EAST, LLC.	
SCALE: 1"=200'	DRAWN: B.Q.
ORDER NO.: 75281-C	
DATE: 1/22/26	
LOWE'S BOUNDARY (PARCEL C)	
8250 WEST OAKLAND PARK BOULEVARD	
SUNRISE, BROWARD COUNTY, FLORIDA	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

Exhibit "E"
Marlowe Sunrise Design Guidelines

EXHIBIT "E"

MARLOWE SUNRISE
DESIGN GUIDELINES



GREYSTAR

MSA ARCHITECTS
ARCHITECTURE & PLANNING

AAL
Architectural Alliance Landscape

THOMAS
ENGINEERING GROUP

MISKEL BACKMAN LLP

ORIGINAL PDD DESIGN TEAM

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PLANNER:

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CIVIL ENGINEER:

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Thomas Engineering Group
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Fort Lauderdale, FL 33309
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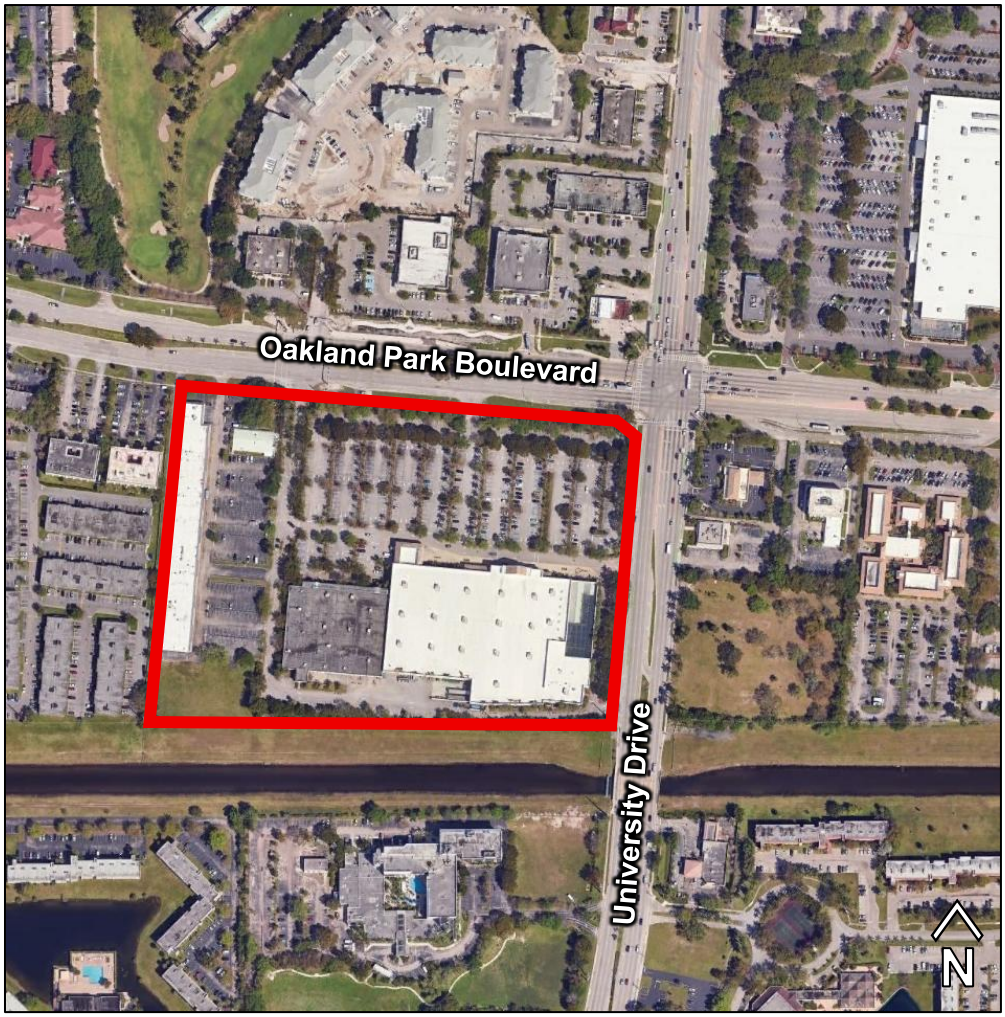
- A. INTENT 26
- B. ALLOWABLE SIGNAGE 26

LIST OF EXHIBITS

1. CONCEPTUAL SITE PLAN
2. DAYCARE IMPROVEMENTS
3. PDD CODE REQUIREMENTS
4. CONCEPTUAL CIRCULATION DIAGRAM
5. PARKING STUDY
6. CONCEPTUAL OPEN SPACE DIAGRAM
7. CONCEPTUAL ARCHITECTURAL ELEVATIONS

SECTION 1: INTRODUCTION AND INTENT OF THE GUIDELINES

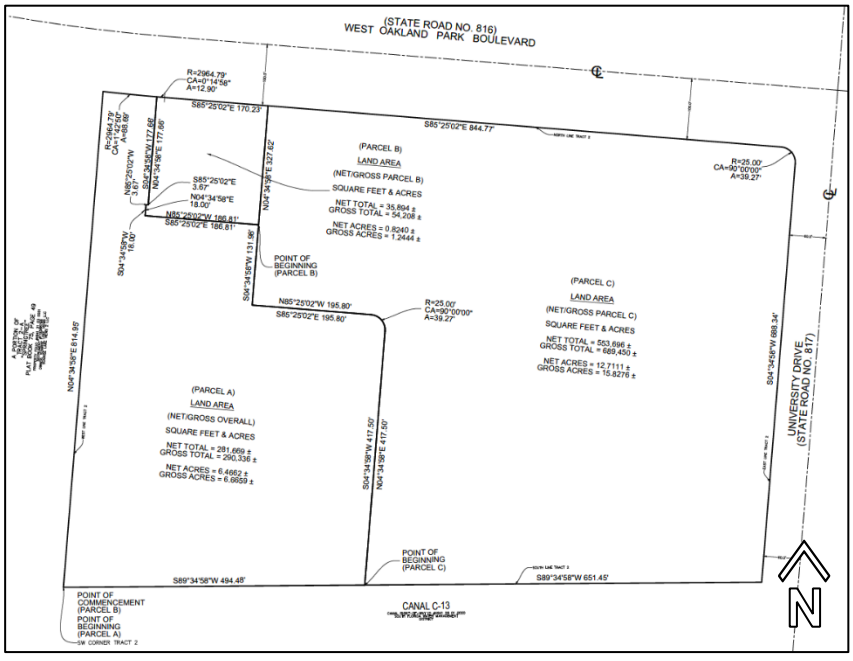
The Marlowe Sunrise Planned Development District ("Marlowe Sunrise PDD") is a +/- 20 net acre (23.7 gross acre) planned mixed-use community, which is comprised of +/- 6.5 net acres (6.7 gross acres) of multifamily residential development and +/- 13.5 net acres (17 gross acres) of commercial development, that is generally located at the southwest corner of North University Drive and Oakland Park Boulevard ("Property") in the City of Sunrise ("City"). The Property is delineated in red in the aerial image below:



The intent of these Design Guidelines ("Design Guidelines") is to establish and define the criteria for development and community appearance for future applicants, professional consultants and property owners. These Design Guidelines are not intended to serve as a summary of all documents affecting the Marlowe Sunrise PDD. All covenants, restrictions and easements as recorded, governmental codes, including zoning restrictions and other ordinances and regulations affecting the Marlowe Sunrise PDD, should be reviewed in their entirety prior to the purchase of or preparation of improvement plans for the Property. If there is an omission in these criteria with respect to any property development regulations, the applicable City Code requirement shall apply. Alternately, these Design Guidelines may be amended to address the omission. Any amendments to the Design Guidelines will not apply retroactively to development that occurred prior to the amendment.

The Property subject to these Design Guidelines was platted as Tract 2 of the Springtree plat ("Plat") as recorded in Plat Book 75, Page 49, of the Public Records of Broward County, Florida. On February 17, 1987, the City Commission approved Resolution No. 87-48, which granted approval for a 4,865 square foot daycare known as "The Clubhouse for Kids" along West Oakland Park Boulevard approximately 0.15 miles west of North University Drive, which is now operated as the Oakland Academy Preschool and Aftercare daycare. Subsequently, on October 12, 1999, the City Commission approved Resolution No. 99-311, which granted approval for a site plan for a Lowe's Home Center on the eastern portion of the Property including a +/- 141,118 square foot building. In addition to the Oakland Academy and Lowe's Home Center, the Property is currently approved for and developed with a +/- 38,679 square foot commercial building along the western edge of the Property.

There have been significant changes to the economy since the original development of the Property including the rise of online retailing and impacts of the Coronavirus pandemic, which have significantly changed the retail commercial market and created a shift away from brick and mortar stores. Given these external market forces, the former Baby Love has gone out of business and the building was recently demolished under Building Permit Number C-STRU-010497-2024. Pursuant to the demolition permit, the prior Baby Love space was cleared and sodded, a new sidewalk was constructed on the north side of the demolition area, and new stucco was installed in the demolition area on the west façade of the Lowe's structure, which was painted to match the existing Lowe's colors and patterns. In addition, the existing strip retail center situated along the western side of the Property is aging and no longer serves the highest and best use for the City. Given that these uses are no longer viable on the Property, the +/- 6.7 acre portion of the Property currently developed with these uses is ripe for redevelopment with a use that serves a greater benefit to the community, such as compact multifamily residential development. The large size of the Property and its unique locational characteristics further make it a prime location for compact residential development. More specifically, the Property's adjacency to childcare and commercial recreation (the existing City golf course immediately across Oakland Park Boulevard to the north), and proximity to the University Drive and Oakland Park Boulevard roadways and Broward County bus lines make it an ideal location for the introduction of much needed housing inventory. The proposed site plan provides for a two hundred seventy (270) unit multi-family development in the southwestern portion of the Property ("Parcel A"), the existing daycare along Oakland Park Boulevard ("Parcel B"), and existing Lowe's Home Center in the eastern portion of the Property ("Parcel C") ("Conceptual Site Plan"). Please refer to the Conceptual Site Plan attached hereto as Exhibit "1" and the graphic to the right, which shows the exact location of each parcel.



The proposed Planned Development District (PDD) Master Plan is consistent with the intent for a Planned Development District outlined in Section 16-109(a) of the City Code and will:

(1) Allow diversification of uses, structures, and open spaces not in conflict with existing and permitted land uses on abutting properties. This is accomplished through infill redevelopment of aging and outdated commercial space with multifamily residential development in a manner that complements the existing home improvement center and daycare uses, while respecting the multifamily uses to the south and west.

(2) Reduce improvement costs through more efficient use of land and smaller network of utilities and streets than is possible through the application of standards contained in conventional land development regulations. This is accomplished by placing a much needed new multifamily residential use in a location already served by the existing road/transportation network and utilities.

(3) Conserve the natural amenities of land by encouraging the preservation of environmentally significant, scenic or functional open space if applicable. This is accomplished through infill redevelopment of land that has previously been cleared of any environmentally significant features, thus reducing strain on undeveloped and potentially environmentally significant lands, in addition to the provision of a substantial open space network provided within the Marlowe Sunrise PDD.

(4) Provide the maximum opportunity for the application of innovative site planning concepts to the creation of aesthetically pleasing environments for living, shopping, and working on properties of adequate size, shape and location. This is accomplished by allowing the proposed infill redevelopment, which includes creation of a new public arrival plaza and resident amenities, such as a dog run and resort-style pool/courtyard and the horizontal integration of the residential and commercial uses through cohesive pedestrian, vehicular, and open space networks.

(5) Ensure that development will occur according to the land use, site design, population density, building coverage, improvement standards, and construction phasing as authorized through the approval of a PDD master plan. This is accomplished through adoption of these Design Guidelines, which establish the regulatory framework for the proposed infill redevelopment.

(6) Provide the city commission a greater opportunity to enforce the goals, objectives and policies of the Comprehensive Plan on site-specific projects. The Marlowe Sunrise PDD is consistent with the goals, objectives and policies of the City's Comprehensive Plan as described in greater detail below..

(7) Ensure that concurrent development of all uses will occur as the project is developed, so that the presumed synergy of the mixed uses will be achieved. This is accomplished as commercial uses exist and the introduction of the proposed multifamily will create a synergistic use mix.

(8) Provide for other limitations, restrictions and requirements as deemed necessary. This is accomplished through implementation of a Development Agreement and these Design Guidelines, which provide the necessary limitations, restrictions and requirements.

(9) Reduce the effects of natural disasters and to promote safer environments through strategic urban design. This is accomplished by providing for a modern housing opportunity that is constructed to current life safety standards.

The Marlowe Sunrise PDD is designed to allow for diversification of uses, structures and open spaces as well as reduction in improvement costs through the efficient use of land. The Marlowe Sunrise PDD provides for a mix of institutional and commercial uses in Parcels B and C, and residential uses in Parcel A through the infill redevelopment of land that is no longer viable for commercial use. The proposed reuse of land in Parcel A allows for a reduction in improvement costs as it will not necessitate an expansion of the utility or street network as would be required for development of a vacant parcel. Additionally, the innovative design of the proposed infill residential redevelopment of Parcel A with a six (6) story courtyard wrap building, will allow for the return of scenic and functional open spaces throughout the PDD with the provision of several open space areas such as an arrival plaza, dog run, and resort-style pool/courtyard and the horizontal integration of the residential and commercial uses through a cohesive pedestrian, vehicular, and open space network. Further, the facade of existing daycare located within Parcel B of the Marlowe Sunrise PDD will be improved to match colors and add non-structural architectural elements to be compatible with the proposed architectural scheme of the Marlowe Sunrise PDD residential uses, to the extent feasible given the ongoing operation as illustrated on the Daycare Improvements exhibit attached hereto as Exhibit "2". This innovative and cohesive design will create a pedestrian oriented multi-family development and a visually pleasing environment with an elegant ambiance and lifestyle for living, shopping and working all in one area. These Design Guidelines will help to ensure the development of the Property according to the land use, site design, population density, building coverage, improvement standards, and construction phasing as authorized through the approval of the Marlowe Sunrise PDD. The Marlowe Sunrise PDD furthers many goals, objectives and policies of the City's Comprehensive Plan as follows:

- Future Land Use Element ("FLUE") Goal 1 – Provide an adequate amount of residential area to accommodate the existing and future residents of Sunrise and which allows for the flexibility to provide a varied mix of residential densities and housing types.

  The implementation of the PDD zoning district provides the City the flexibility to create the Marlowe Sunrise PDD, which helps the City to ensure provision of an adequate amount of residential area to address critical housing needs. The Marlowe Sunrise PDD will provide much needed housing and further long-term planning goals and redevelopment objectives in this important location. Pursuant to BCLUP Policy 2.16.4, 39 units will be provided up to 120% AMI.

- FLUE Objective 1.2 – Residential Densities: Regulate permitted density to ensure balanced growth patterns.

  Approval of the Marlowe Sunrise PDD allows the City to regulate density to ensure balanced growth by providing much needed affordable housing and furthering long-term planning goals and redevelopment objectives in this important location. The proposed residential density is achieved through the implementation of BrowardNext Land Use Policy 2.16.4, which provides for multifamily residential development on parcels that are designated Commerce on the Broward County Land Use Map and have frontage on and access to a roadway classified as a State Road, County arterial, or other Qualified Road. The Property is designated Commerce on the Broward

County Land Use Map and has frontage on and access to Oakland Park Boulevard, which is a County Principal Arterial, and University Boulevard, which is a State Principal Arterial. As such, the Property is eligible for residential density. The Marlowe Sunrise PDD will provide thirty-nine (39) dwelling units at up to 120% AMI, and the units will not be different in design or quality from the market rate units.

- FLUE Policy 1.2.4 – Support increases in residential densities where appropriate to ensure adequate supply of affordable housing.

  As noted above, the Property is partially vacant and otherwise developed with aging strip retail uses that are no longer serving a beneficial to the City, which emphasize the appropriateness of its redevelopment with a vibrant mixed-use development with horizontally integrated residential, commercial, and institutional uses that will serve a public benefit to the City. The Property's adjacency to childcare and commercial recreation (the existing City golf course immediately across Oakland Park Boulevard to the north), and proximity to the University Drive and Oakland Park Boulevard roadways and Broward County bus lines make it an ideal location for the introduction of much needed housing inventory. The Marlowe Sunrise PDD will provide thirty-nine (39) dwelling units at up to 120% AMI, and the units will not be different in design or quality from the market rate units.

- FLUE Policy 1.2.6 – The City of Sunrise shall establish programs to provide, encourage, or enable, low and moderate income housing to meet the needs of City of Sunrise's existing and future residential population and economic activities.

  Approval of the Marlowe Sunrise PDD under BrowardNext Land Use Policy 2.16.4 provides another mechanism for the City to enable development of moderate income housing to meet the needs of the City's existing and future population. The Marlowe Sunrise PDD complies with this requirement with a minimum of thirty-nine (39) of the two hundred seventy (270) units proposed to be provided as moderate income units, which complies with the requirement for one (1) of every seven (7) units provided to be a moderate income unit.

- FLUE Objective 1.3 – Protection of Residential Areas: Develop and implement land use controls which promote residential areas that are attractive, well maintained and protect the health, safety, and welfare of residential areas.

  The proposed multifamily development is located on the western portion of the PDD Property in a manner that maintains the existing commercial character along the W Oakland Park Boulevard corridor while providing an appropriate transition in development pattern. The Marlowe Sunrise PDD incorporates substantial perimeter setbacks and landscape buffering, , including a 75-foot front setback along W. Oakland Park Boulevard, 150-foot rear setbacks for Parcels A and B (20 feet for Parcel C), 70-foot side street setbacks, and perimeter landscape buffers ranging from 8 to 20 feet in width. These standards provide physical separation between the proposed residential development and adjacent properties, soften the visual appearance, and reduce potential impacts associated with building mass, vehicle activity, and lighting. The Marlowe Sunrise PDD also

incorporates controlled access and internal circulation improvements intended to minimize impacts on surrounding properties. The establishment of these Design Guidelines provides a land use control framework to ensure that the proposed residential use will be attractive, well maintained and in the positive interest of the health, safety, and welfare of residential areas.

- FLUE Policy 1.3.3 – Provide, through the City of Sunrise Land Development Code, (LDC), proper design regulations for residential developments, to ensure that the required amount of open space is located to serve the future residents. The required open space will be achieved through proper landscape buffering between residential land uses and the following land uses: community facilities, multi-family residential, commercial, industrial and other land uses, as well as proper buffering from street rights-of-way and canals.

  The establishment of these Design Guidelines provides proper design regulations to ensure that the required amount of open space and buffering is located to serve the future residents. The Marlowe Sunrise PDD incorporates perimeter landscaping and buffering, setbacks, and internal site organization to provide appropriate separation between uses and adjacent rights-of-way. The Marlowe Sunrise PDD provides +/- 5.04 acres (25.2% of the PDD Property) of open space, exceeding the minimum requirement of 4.0 acres (20%) established in these Design Guidelines. Of this total, 3.25 acres (16.3%) is provided as common open space for use by residents and employees, while an additional 1.79 acres (8.9%) is provided as other open space for residents and their guests. The open space network includes features such as an Arrival Plaza, Resort Style Pool Courtyard with Grill/BBQ Area, Pavilion and Dining Area, Fire Pit, Dog Park, landscaped pedestrian connections, and other passive recreational areas that are distributed throughout the development to provide convenient recreational opportunities for future residents. The Marlowe Sunrise PDD incorporates substantial setbacks and landscape buffering, including perimeter landscape buffers ranging from 8 to 20 feet in width and setbacks of up to 150 feet along portions of the PDD boundary, creating an appropriate transition to adjacent uses while preserving usable open space within the development. These Design Guidelines establish standards governing landscaping, buffering, architectural design, and site organization to ensure a coordinated and compatible development pattern within the PDD Property.

  The Marlowe Sunrise PDD also satisfies applicable park level of service ("LOS") standards. The City of Sunrise Park Inventory, recertified on August 26, 2021 and effective May 23, 2023, identifies a total of 333.5 acres of parkland within the City, exceeding the 297 acres needed to serve the City's projected 2025 population of 98,868 persons. Based on the City's park LOS standard of three (3) acres per 1,000 residents, the proposed 270 dwelling units, generating an estimated population of 729 persons based on 2.7 persons per household, would create demand for 2.187 acres of parkland. Given the City's existing surplus of park acreage, the Marlowe Sunrise PDD will not adversely impact the City's ability to maintain the adopted park LOS standard. Accordingly, future residents will have access not only to the on-site recreational amenities provided within the Marlowe Sunrise PDD, but also to the City's existing park system, which exceeds the adopted park LOS standard and provides a variety of recreational opportunities.

- FLUE Policy 1.3.4 – All new residential developments must receive site plan approval in accordance with the City of Sunrise Land Development Code (LDC).

  The Marlowe Sunrise PDD is required to receive site plan approval in accordance with the City's Land Development Code.

- FLUE Policy 1.3.6 – Regulate signs in order to promote community aesthetics and scenic beauty in the City and protect the health, safety and welfare of the City residents.

  The Marlowe Sunrise PDD is proposed to comply with the City's sign regulations, which will ensure that community aesthetics and scenic beauty are promoted and the health, safety, and welfare of the City's residents are protected. A separate uniform sign plan may be submitted in connection to the Marlowe Sunrise PDD.

- FLUE Goal 2 – Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.

  The Marlowe Sunrise PDD incorporates the existing Lowe's Home Improvement center and daycare, which provide for commercial variety and diversity.

- FLUE Policy 2.1.3 – The City of Sunrise shall continue to encourage integration of mixed land uses by utilizing innovative environmental protection regulations and zoning techniques such as planned Commercial/Office development with Residential, public schools and environmental areas where suitable.

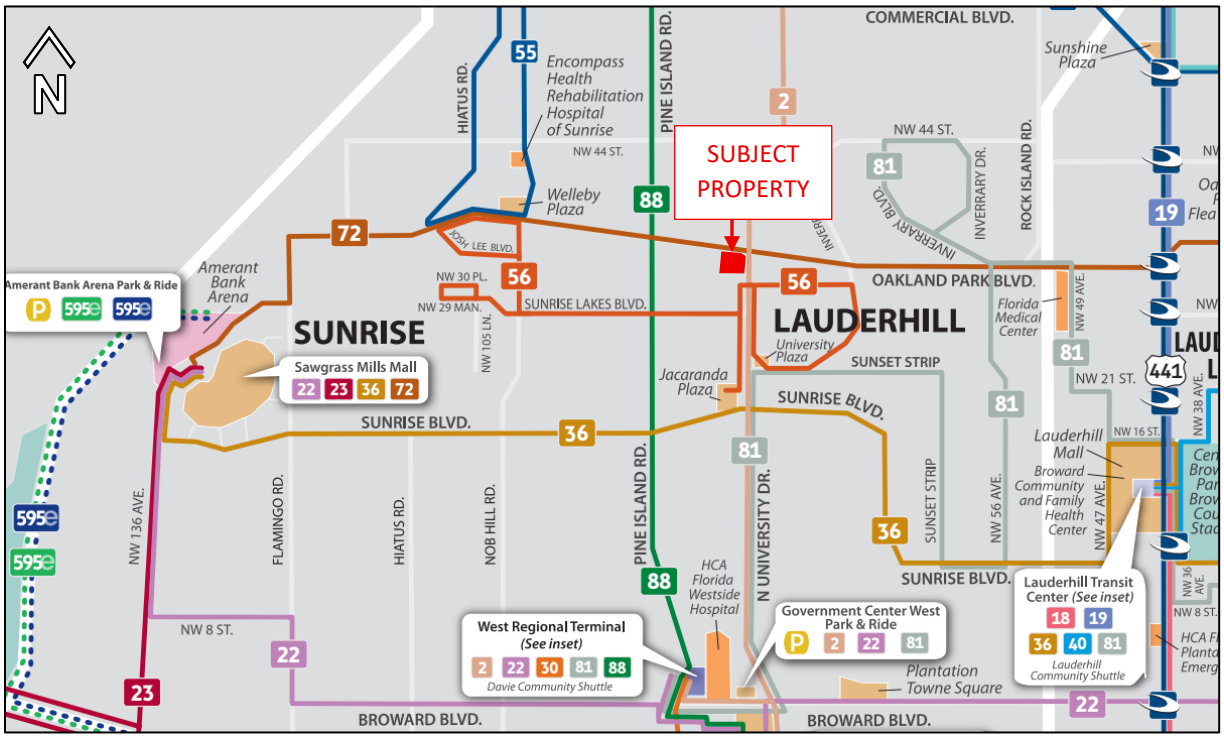
  The Marlowe Sunrise PDD establishes a vibrant mix of uses on the Property, which encourages integration of mixed land uses through the innovative density allowance permitted by BrowardNext Land Use Policy 2.16.4.

- FLUE Objective 10.3 – Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

  The Marlowe Sunrise PDD furthers this objective by locating density in an area already served by the necessary regional and community facilities. The Property is located within an established urbanized area where public infrastructure and services are already available, including roadway, water, wastewater, stormwater, police, fire rescue, schools, parks, and other municipal services. The Marlowe Sunrise PDD will utilize this existing infrastructure without requiring the extension of urban services, thereby promoting the efficient use of public facilities consistent with this Objective.

The Marlowe Sunrise PDD development will encourage transit usage with two (2) existing bus stops conveniently located nearby – one immediately adjacent to the Property located just east of the main driveway providing access to Parcel A on Oakland Park Boulevard and a second immediately adjacent to

the east side of Parcel C on University Drive. The sheltered bus stop on Oakland Park Boulevard services Broward County Transit Route 72 providing riders access east and west on Oakland Park Boulevard connecting to the Sawgrass Mills Mall and Amerant Bank Arena Park and Ride. Riders then have easy access to the majority of Broward County and points beyond from the 595 Express Route. The bus stop on University Drive services Broward County Transit Route 2 providing riders with access north and south on University Drive, as well as access to the West Regional Terminal. Riders then have easy access to the majority of Broward County and points beyond from the West Regional Terminal. The regional transit connections are illustrated on the excerpt from the Broward County Transit System Map below.

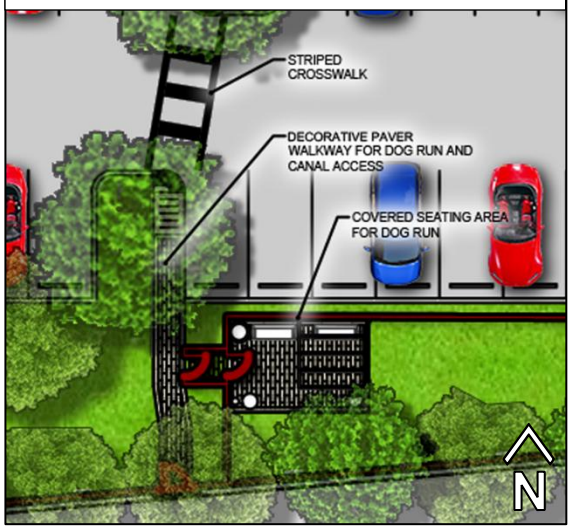


Improvements and amenities are proposed to improve traffic safety, aesthetic quality, and pedestrian connectivity both within the Marlowe Sunrise PDD and along Oakland Park Boulevard. These improvements and amenities include:

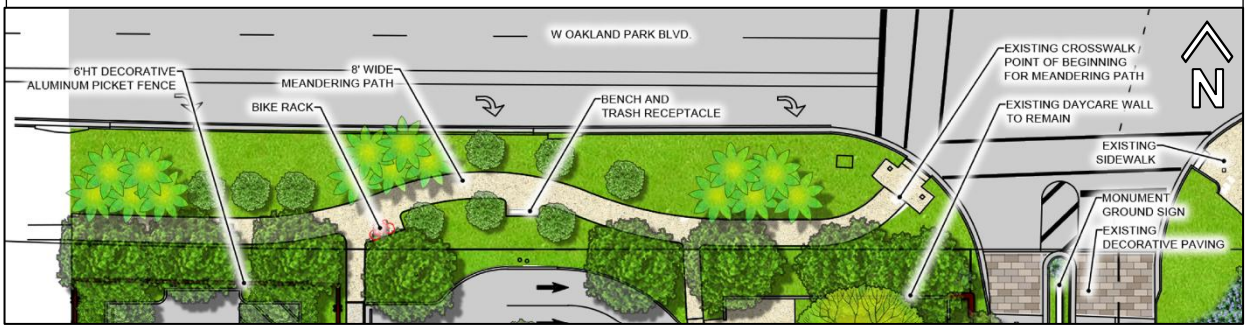
- Pending Broward County approval, reconfiguration of westbound left-turn lane on West Oakland Park Boulevard by approximately 50-feet by reducing the taper to 50-feet;
- Oakland Park improvements as detailed and conceptually depicted in the graphic below and on the Conceptual Site Plan:
    - Elimination of two (2) existing driveways to the west of the main entry drive to Parcel A;
    - Installation of an eight foot (8') wide meandering pathway and landscaping extending from the westernmost property line to the west to the westernmost driveway to the east;
    - Installation of a new bench and trash receptacle along the new meandering pathway within the Oakland Park right-of-way;
    - Installation of new bicycle racks along the new meandering pathway within the Oakland Park right-of-way;

- Facade improvements for the existing daycare located within Parcel B of the Marlowe Sunrise PDD to match colors and add non-structural architectural elements that are compatible with the proposed architectural scheme of the Marlowe Sunrise PDD residential uses, to the extent feasible given the ongoing operation as illustrated on the Daycare Improvements exhibit attached hereto as Exhibit "2";
- On-site plaza connecting to the existing pedestrian network within Parcel C;
- Contribution of $150,000 for replacement of the existing bus shelter along Oakland Park Boulevard with a City standard shelter;
- On-site public art installation in the Arrival Plaza valued at $25,000; and
- On-site decorative walkway connecting to a pedestrian gate at the south boundary of Parcel A for future pedestrian connection to the planned greenway along the existing canal.

Conceptual Canal Connection



Conceptual Oakland Park Improvements



In addition to the improvements proposed within the public right-of-way, the Site Plan is designed to enhance the pedestrian experience throughout the Marlowe Sunrise PDD. Notably, a new pedestrian pathway is provided to connect the residential development in Parcel A to the public sidewalk along Oakland Park Boulevard at a point located just west of the existing daycare in Parcel B. This path provides a connection to the existing daycare and connects to the arrival plaza in Parcel A, thus creating a warm and inviting sense of place as pedestrians transition from the commercial area to the residential area. The Conceptual Site Plan attached hereto as Exhibit "1" shows the location of the proposed arrival plaza, dog run, resort-style pool/courtyard, and pedestrian connection to the existing canal to the south.

It is acknowledged and agreed that pursuant to the City's requirements and provisions in Chapter 16 of the City Code and the Developer's intent to develop the Marlowe Sunrise PDD consistently with the Site Plan, it is necessary and important to establish zoning, parking and landscaping measures and regulations specific to the Marlowe Sunrise PDD. These Design Guidelines provide for modifications to both the off-street parking and landscape sections of the City Code in order to provide approximately 25% open space, which is significantly more than the 15% required by the City Code. A table detailing the Marlowe Sunrise PDD Code Requirements is attached hereto as Exhibit "3".

All references to other City or Broward County Codes shall include any amendments made to those codes from time to time.

SECTION 2: DEFINITIONS

Refer to the City of Sunrise Land Development Regulations, Article XVII, Section 16-277 – Definitions, except as revised herein.

SECTION 3: COMMUNITY DEVELOPMENT STANDARDS

A. INTENT

The primary purpose of these Design Guidelines is to establish criteria for the development of the residential and non-residential areas as generally shown on the Marlowe Sunrise PDD Conceptual Site Plan attached as Exhibit "1".

Future modifications to the parcel boundaries shall be subject to the applicable City of Sunrise approval process.

Any modifications to the Design Guidelines shall be subject to the appropriate approval process as described in the City of Sunrise Code of Ordinances, Land Development Code. The Director of Community Development, or his/her designee, shall have jurisdiction to approve minor adjustments to the Marlowe Sunrise PDD Site Plan and Design Guidelines without reconsideration by the City Commission, in accordance with City Code Sections 16-31, 16-32, and 16-109, as applicable.

B. DEVELOPMENT PLAN

The Marlowe Sunrise PDD permitted uses and maximum density and intensity are restricted to the following uses:

Residential	270 apartment units and ancillary leasing office on Parcel A.
	45% - 55% one-bedroom (inclusive of one-bedroom plus den) 40% - 45% two-bedroom units 4% - 6% three-bedroom units (inclusive of three-bedroom plus den)
	The ancillary leasing office may include, but is not limited to, a reception and information area, offices, conference room and staff break room.
	A minimum of thirty-nine (39) of the two hundred seventy (270) units shall be provided as moderate income units. A Declaration of Restrictive Covenants shall be recorded against the property requiring provision thirty-nine (39) units to be provided to households earning up to 120% of the AMI pursuant to BrowardNext Policy 2.16.4.

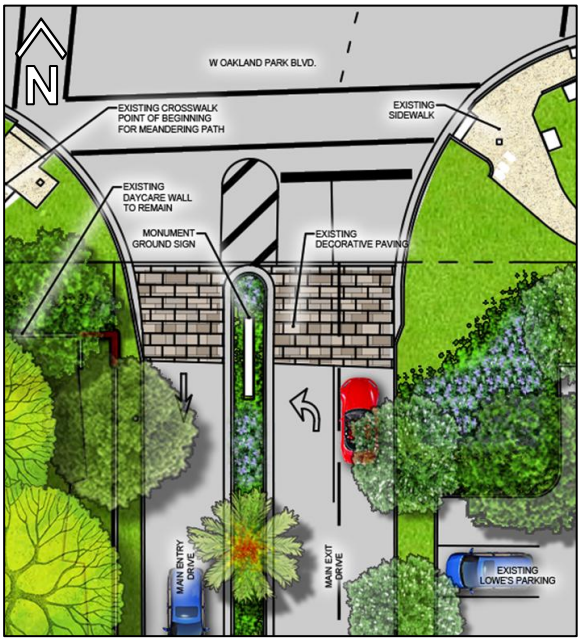
Non-Residential	Floor Area Ratio: The maximum cumulative floor area ratio for the non-residential portion of the Marlowe Sunrise PDD shall be in accordance with Sec. 16-78(h)(2).	
Overall PDD		
	Max. Lot Coverage	35%
	Min. Pervious Area	15%

C. PEDESTRIAN ORIENTATION AND ENTRY FEATURES

Pedestrian movement and safety shall be a priority in development of Parcel A of the Marlowe Sunrise PDD. Internal drive aisles serving Parcel A shall be pedestrian friendly including the use of decorative pavers at the arrival plaza, sidewalks on all sides of the residential building providing convenient connections to site amenities and the public sidewalk network on Oakland Park Boulevard, and narrower vehicular drive aisles in order to slow down traffic and provide a more pedestrian oriented street section. Parking areas and pedestrian pathways shall be conveniently located to encourage walking and discourage internal vehicle trips among the various buildings, amenities and uses throughout the development, to the greatest extent feasible.

The Marlowe Sunrise PDD shall allow one (1) freestanding entrance feature monument sign for the residential development in the median of the westernmost access drive aisle in Parcel C. This signage feature may be located within the median of the western entry drive from Oakland Park Boulevard, as illustrated in the graphic to the right. Final sign details shall be included with the uniform sign plan application.

The existing freestanding monument signs for the Lowe's Home Center located in Parcel C shall be permitted to remain as currently approved, or as may be modified from time to time through the applicable City approval process. Only one monument sign for the PDD shall be located in the vicinity of the westernmost driveway on West Oakland Park Boulevard.



The western entry drive from Oakland Park Boulevard that services Parcel A includes an existing paver entry.

The Circulation Diagram attached hereto as Exhibit "4" shows the conceptual pedestrian,

bicycle, automobile and transit connectivity within the Marlowe Sunrise PDD.

D. SETBACKS

1. Setbacks to Adjacent Properties External to the Marlowe Sunrise PDD and to Rights of Way:

   The Marlowe Sunrise PDD shall comply with the following setbacks from the PDD perimeter property line to the primary structure:

Front (North):	75 foot minimum
Rear (South):	150 foot minimum for Parcels A and B 20 foot minimum plus 5 feet for each floor above the first floor of the building for Parcel C
Side Street (East):	70 foot minimum
Side (West):	10 foot minimum

2. Perimeter Landscape Buffers:

   The perimeter landscape buffers for the Marlowe Sunrise PDD shall be:

North:	Parcel A:	12 foot minimum width
	Parcel B:	5 foot minimum width where existing 12 foot minimum width for future redevelopment
	Parcel C:	20 foot minimum width
West:	10 foot minimum width	
East:	8 foot minimum width where existing, future redevelopment will require an increased landscape buffer in accordance with B-3 requirements 15 foot minimum width	
South:	Parcel A:	15 foot minimum width
	Parcel C:	3.5 foot minimum width where existing, future redevelopment will require an increased landscape buffer in accordance with B-3 requirements

3. Building Separation: Buildings shall be located a minimum of 15 feet apart.

E. PARKING AND LOADING REQUIREMENTS

1. Required Parking Ratios:

Residential:	1.61 spaces per unit, inclusive of guest parking
Daycare:	1 space per 5 enrollees based on license capacity; and

	1 space per 300 Square Feet of office area; and A minimum of 3 stacking spaces in close proximity to entrance of building
Home Improvement Center:	3.5 spaces per 1,000 Square Feet

The Parking Study in support of the proposed parking ratio for the Residential use is attached hereto as Exhibit "5".

2. Required Parking Space Dimensions for Parcels A and B:

In order to promote well-planned compact development, minimize impervious paved areas, and maximize green area and open space, minimum parking dimensions are required as follows:

Parking Stall Minimum Dimensions:	9' x 18'
Drive Aisle Minimum Width:	24 foot two-way on Parcel C 22 foot two-way on Parcels A and B

Wheelstops shall be provided.

3. Loading Standards:

Residential:	No Loading Required
Daycare:	No Loading Required
Home Improvement Center:	3 Loading Zones

F. RESIDENTIAL USES

The residential development will consist of 270 multi-family residential units.

1. Height - The maximum building height for any residential building within the Marlowe Sunrise PDD shall be sixty (60) feet and six (6) stories as measured in accordance with Section 16-277 of the City of Sunrise Code of Ordinances.

2. Minimum Sizes for Dwelling Units:

The minimum sizes for the dwelling unit shall be as follows:

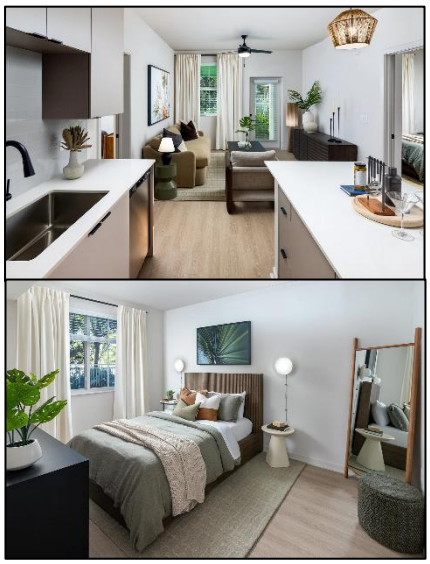
One bedroom:	740 Square Feet
Two bedroom:	950 Square Feet for a maximum of 15% of the two-bedroom units 1,000 Square Feet for the remaining two-bedroom units
Three bedroom:	1,175 Square Feet

All dwelling units within the Marlowe Sunrise PDD shall have balconies, which shall be a minimum of sixty (60) square feet.

3. Finishes and Amenities:

The Developer shall provide the following Finishes and Amenities.

a. Each unit shall contain:
   i. Impact Windows and Doors
   ii. Stainless steel appliance(s) or comparable quality
   iii. Washer/dryer
   iv. Dishwasher
   v. Refrigerator
   vi. Range/Oven
   vii. Microwave Oven



b. Countertop material: Granite, quartz or Corian or comparable quality

c. Green Building Practices and Sustainable Design Features:

The residential component of the Marlowe Sunrise PDD incorporates a comprehensive set of green building strategies that collectively satisfy the intent of LEED, FGBC, and NAHB residential rating systems. These measures have been intentionally selected to address key elements of sustainable design — alternative modes of transportation, energy efficiency, water conservation, indoor environmental quality, site sustainability, and material resource efficiency —while remaining practical and appropriate for a multifamily residential application. The Marlowe Sunrise PDD shall, where feasible, incorporate “green building” elements as well as sustainable design features and materials that would satisfy LEED, FGBC, NAHB rating criteria.

The residential component of the Marlowe Sunrise PDD shall promote sustainable transportation and site connectivity and encourage residents to utilize alternative modes of transportation modes, reducing vehicle emissions and supporting broader environmental goals. Specifically, the residential component of the Marlowe Sunrise PDD shall provide the following transportation options in the locations conceptually depicted in the graphic to the right:

   i. Bike racks
   ii. Public transportation access
   iii. Electric Vehicle ‘EV’ charging stations

The residential component of the Marlowe Sunrise PDD shall integrate high-efficiency systems and fixtures that reduce operational energy demand at both the unit and building levels. Specifically, the residential component of the Marlowe Sunrise PDD shall provide:

i. SEER 15 AC equipment or better to reduce energy consumption
ii. ENERGY STAR rated appliances to reduce energy consumption
iii. ENERGY STAR rated exhaust fans to reduce energy consumption
iv. Use non-HCFC refrigerants to reduce ozone depletion potential
v. Exterior Lighting to be ENERGY STAR rated or LED bulbs to enhance performance and reduce energy consumption
vi. Exterior light fixtures to be Dark sky compliant to minimize light pollution and contribute to responsible site design
vii. Interior Lighting fixtures to be ENERGY STAR rated or fitted with fluorescent bulbs with the ENERGY STAR label or LED bulbs to enhance performance and reduce energy consumption
viii. ENERGY STAR Qualified ceiling fans to reduce energy consumption

The residential component of the Marlowe Sunrise PDD shall promote water conservation by reducing indoor and outdoor water use. Specifically, the residential component of the Marlowe Sunrise PDD shall provide:

i. Drought tolerant as well as native plant material to minimize irrigation demand
ii. Water Reuse for irrigation, when available
iii. Low-flow toilets, shower fixtures and faucets to minimize resident water use

The residential component of the Marlowe Sunrise PDD shall promote high indoor environmental quality to enhance resident health and comfort. Specifically, the residential component of the Marlowe Sunrise PDD shall provide:

i. CO2 detectors in each unit to improve resident safety
ii. No unvented combustion appliances to protect indoor air quality
iii. Low VOC paint, adhesives and sealants to reduce the introduction of harmful contaminants into the indoor environment
iv. Green Label Plus flooring, when feasible, to reduce the introduction of harmful contaminants into the indoor environment

The residential component of the Marlowe Sunrise PDD shall promote material efficiency and waste reduction to support responsible material sourcing and reduce the environmental impact associated with raw material extraction and manufacturing. Specifically, the residential component of the Marlowe Sunrise PDD shall provide:

i. Roof framing at 24” O.C or greater
ii. Drop soffits and fascia framed with light gauge framing at greater than 16” O.C.

iii. Use of post-consumer recycled content or post-industrial recycled content, where feasible

"Where feasible" shall mean where it is practical, and materials are commercially reasonably available. No formal certification shall be required.

d. The common areas shall include both recreational uses and internal pedestrian amenities including, but not limited to the Arrival Plaza, Resort Style Pool Courtyard with Grill/BBQ Area, Pavillion and Dining Area, Fire Pit, Dog Run Area, Gym, Co-Working Space, Club Room, and Sky Lounge. Additional details regarding the proposed amenity areas are provided under Site Amenities below.

G. COMMERCIAL USES

The existing uses within Parcel B as currently established in accordance with Resolution No. 87-48, shall be permitted to remain in operation, in compliance with Resolution No. 87-48. The permitted development and all uses within Parcel B are vested in accordance with Resolution No. 87-48. The existing uses within Parcel C as currently established in accordance with Resolution Nos. 99-310 and 99-311, shall be permitted to remain in operation, in compliance with Resolution Nos. 99-310 and 99-311. Should future development or redevelopment be anticipated, a revision to these Design Guidelines will be processed accordingly. The uses indicated in City Code Section 16-109(c)(2), as may be amended, shall be prohibited in the Marlowe Sunrise PDD.

H. OPEN SPACE

The minimum Open Space available for residents of the Marlowe Sunrise PDD shall be 20% (4 acres). The open space shall be usable by residents and their guests and may include the Arrival Plaza, Resort Style Pool Courtyard with Grill/BBQ Area, Pavillion and Dining Area, Fire Pit, and Dog Run Area. This requirement is in excess of the current PDD code requirements.

A minimum of fifteen percent (15%) (3 acres) of the Marlowe Sunrise PDD shall be provided as common open space as measured in accordance with Section 16-109(d)(8) for use by both residents and employees. A minimum of five percent (5%) of the Marlowe Sunrise PDD shall be provided as other open spaces reserved for use by residents and their guests. Open space for the Marlowe Sunrise PDD is shown to the right.

OPEN SPACE			
TOTAL SITE AREA:			20.00 ac
MIN. REQUIRED		%	Acreage (Ac.)
	Common Open Space	15% (Per PDD)	3.00 ac
	Other Open Space	5% (Per Design Guidelines)	1.00 ac
	TOTAL REQUIRED	20%	4.00 ac
PROVIDED		%	Acreage (Ac.)
	Common Open Space	16.3%	3.25 ac
	Other Open Space	8.9%	1.79 ac
	TOTAL PROVIDED	25.2%	5.04 ac

Open Space is calculated with entire site area (Parcel A+ Parcel B+Parcel C) based on total Net Area

An Open Space Plan depicting the open space areas identified above is attached hereto as Exhibit "6".

I. SITE AMENITIES

The Marlowe Sunrise PDD shall provide various site amenities for the residential use, such as but not limited to listed below:

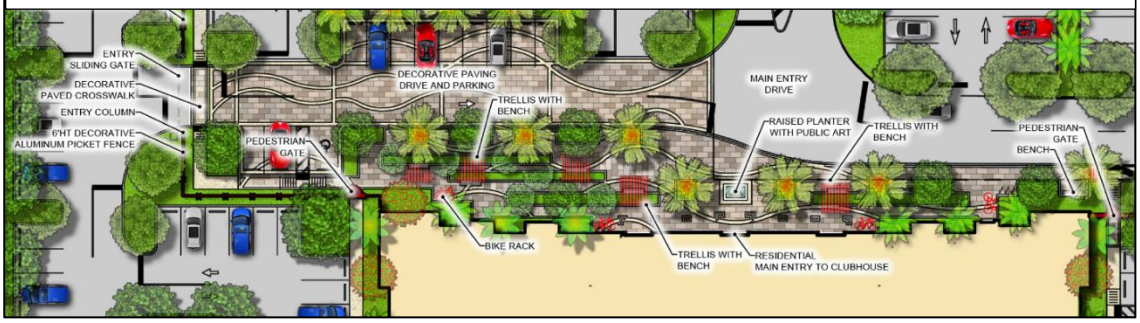
- Exterior Amenities:
  - Public Arrival Plaza with trellises, benches, decorative paving, tropical landscaping, and public art
  - Pool Courtyard including:
    - Grill/BBQ Area
    - Pool Pavilion
    - Pool Dining Area
    - Pool Fire Pit Area
  - Dog Run Area with a minimum area of 1,500 square feet
- Interior Amenities:
  - Gym with a minimum area of 1,500 square feet
  - Co-working space with a minimum area of 1,000 square feet
  - Club Room with a minimum area of 1,500 square feet

Conceptual graphics showing the amenity options and proposed programming within the Marlowe Sunrise PDD open space and amenity areas are shown below. The exact design and layouts for the site amenities to be provided shall be determined at the time of site plan approval for each parcel; however, the overall quality and design shall be consistent.

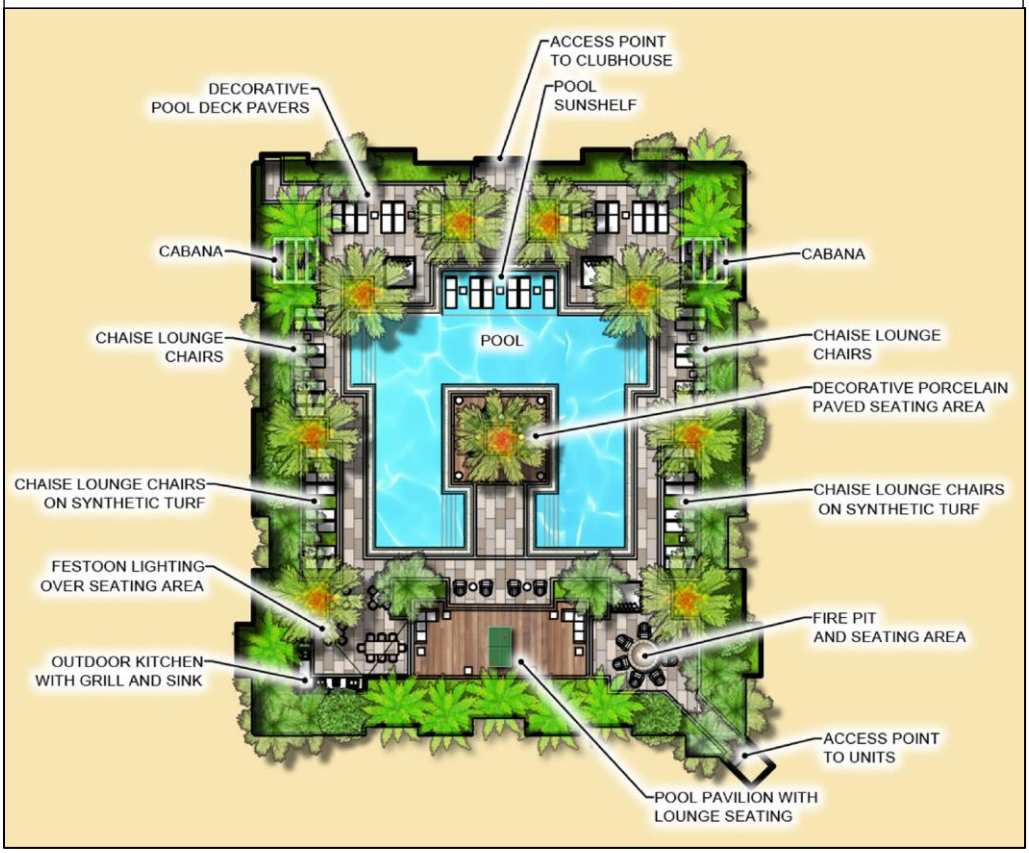
Conceptual Amenity Family



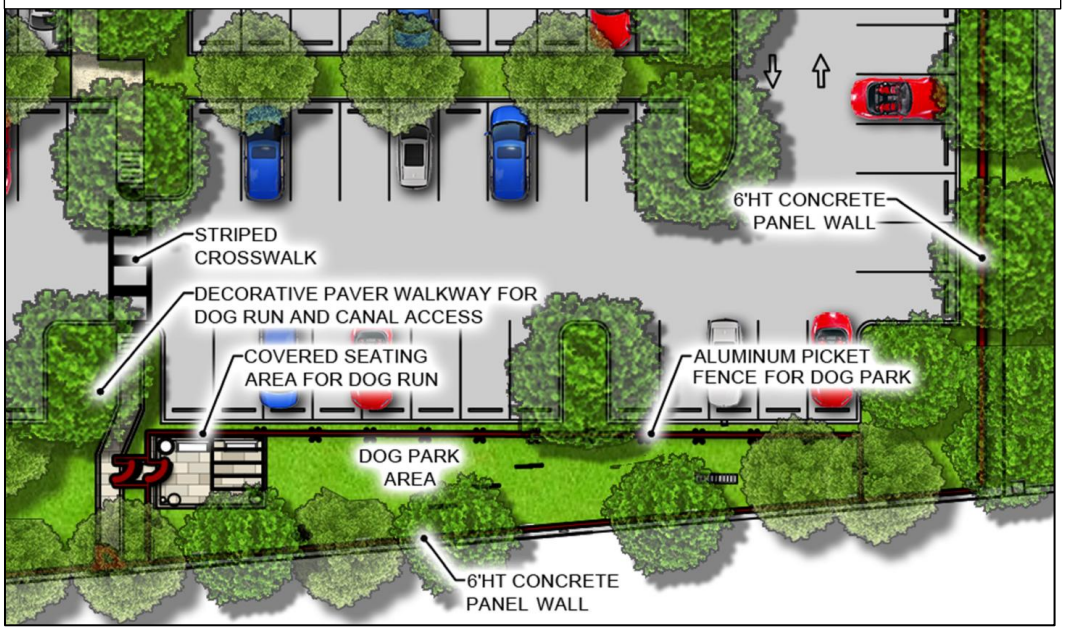
Conceptual Arrival Plaza



Conceptual Resort Style Pool Courtyard



Conceptual Dog Run Area

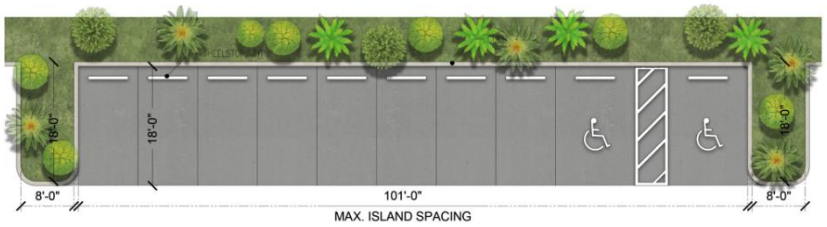


SECTION 4: LANDSCAPE AND IRRIGATION DESIGN STANDARDS

In order to provide the proposed open space, which is significantly in excess of current code requirements, the Master Plan is designed to relocate certain site-specific landscape requirements from the code-required areas to the various open space areas within the site. The code required quantity of trees shall be provided on site, but the location may not be in the code-required location. Therefore, the landscape design for the Marlowe Sunrise PDD shall adhere to the provisions contained in Article VIII, Functional Landscaping of the City of Sunrise Code or Ordinances, except as set forth below:

A. *Required landscape strip adjacent to the street rights-of-way*. No berm shall be required along the north Property boundary along Oakland Park Boulevard for Parcel A or Parcel B.
(*Deviation from City Code Section 16-169(a)(1), which requires a landscaped berm with a minimum width of twenty (20) feet. The existing condition is significantly less than the minimum width and does not include a berm. The proposed configuration eliminates two (2) driveways in this area and proposes to add landscaping to the greatest extent possible given the limited space available. This deviation is necessary to allow these improvements to existing conditions without making the redevelopment infeasible.*)

B. *Parking Area Interior Landscaping.* Parking lot landscape areas shall be incorporated so as to logically divide the groups of parking spaces. No grouping of parking spaces shall exceed ten (10) in a row. Exterior landscape islands shall be eighteen (18) feet long to match the adjacent parking stall depth.
(*Deviation from City Code Section 16-169(c)(2), which requires a maximum grouping of eight (8) spaces in a row and a minimum twenty (20) foot landscape island length for exterior landscape islands. This deviation is necessary to design the most efficient parking area and create more meaningful open spaces in lieu of spreading the landscaped pervious areas throughout the parking area. Considering the reduced parking stall widths provided, the spacing between islands will typically be ninety (90) feet rather than the eighty (80) feet typically required by the City Code, with a maximum island spacing of one hundred one (101) feet where ADA accessible parking is provided. Further, the exterior landscape islands will match the proposed eighteen (18) foot stall length. The proposed configuration is depicted in the graphic to the right.*)



C. *Foundation or pedestrian zone landscaping.* In no case shall the required pedestrian zone have a foundation planting area less than five and a half (5.5) feet in width with an additional five (5) foot wide continuous sidewalk adjacent to the planting area.
(*Deviation from City Code Section 16-169(d), which requires a minimum eight (8) foot wide foundation planting area with a maximum five (5) foot wide paved area therein. This deviation is necessary to aggregate usable open spaces while continuing to provide meaningful façade plantings and pleasant pedestrian areas in lieu of spreading the landscaped pervious areas throughout the less used areas of the property.*)

D. *Tree Dimensions in Foundation or Pedestrian Zone Landscape Areas.* Evergreen trees shall have a minimum height of eighteen (18) feet with a spread of eight (8) feet, and palms shall have a minimum height of twenty-four (24) feet.
(*Deviation from City Code Section 16-169(d)(3), which requires minimum evergreen tree height of eighteen (18) to twenty (20) feet with a spread of nine (9) feet and minimum palm height of twenty-four (24) to thirty (30) feet. This deviation is necessary in order to ensure that there is sufficient nursery stock at time of planting.*)

SECTION 5: ARCHITECTURAL DESIGN GUIDELINES

A. GENERAL INTENT AND PROVISIONS

1. The architectural design of all Marlowe Sunrise PDD buildings is encouraged to maintain a cohesive character while allowing for a range of architectural expression in a horizontal mixed-use development pattern. Quality materials and thoughtful detailing are recommended. Accessory use building(s), service area walls, and other architectural screening elements should be integrated with the overall architectural language. Large facades should incorporate articulation or design features to create visual depth and interest.

2. Outdoor uses and public spaces shall be designed to connect various buildings and promote pedestrian oriented lifestyle throughout the development. Active uses within the public realm(s) shall encourage and increase the average length of stay within the project site.

3. The residential building must be designed and constructed in accordance with state and local building codes in effect at the time of building permit.

4. Rooftop equipment, antennas, and similar protrusions shall include screening that is equal or greater in height than the equipment. Architectural elements of the building(s) shall include but are not limited to parapet walls, tower elements, mansard, hip or gable end roofs, chimneys, and other similar architectural elements used to hide these elements from public view. All screening elements shall relate to the building's architectural style. When air conditioning equipment or the like are located at grade they shall be screened with landscape. Satellite dishes shall be consistent with federal law. Pursuant to Sec. 16-140(1), the minimum roof pitch shall be 5:12.

5. Downspouts, roof ladders, and related elements shall be designed to be compatible with the building architecture and avoid staining the building façade. Roof access hatches/panels shall be used whenever possible.

6. Outdoor use areas integrated with landscape and building design are encouraged and shall provide seating and amenities that provide opportunities for outdoor gathering, recreation, and passive leisure activities.

7. All designated common open spaces shall be preserved by one (1) or more of the following: (1) Conveyance to a property owner, condominium association, or a nonprofit corporation; or (2) Retention of ownership, control, and maintenance by the developer(s) or owner(s), as evidenced by a maintenance plan for all common areas including but not limited to, parking, sidewalks, public spaces, and programming, which shall be required as part of the permitting approval for the Project.

B. DESIGN STRATEGIES

1. The architectural style of Marlowe Sunrise PDD shall not be limited but rather shall promote a variety of architectural styles in this horizontally integrated mixed use development. Although styles may vary, there shall be likeness in the architecture of all buildings to ensure that, even if dissimilar, the different buildings that comprise the Marlowe Sunrise PDD shall include extensive architectural detailing with elements such as colors, materials, scale and proportion, to the extent possible regarding existing buildings.

2. Architectural harmony shall be achieved through coordinated use of scale, proportion, color, and materials. Complementary but varied architectural expressions may be incorporated throughout the development. Some of the materials and elements to be incorporated into the architecture of the buildings may include, but are not limited to, scored stucco, smooth stucco, raised stucco bands, concrete eyebrows, accent colors, metal awnings, concrete frames and similar materials of equivalent quality and durability. Dark accent paint colors on walls may not cumulatively exceed ten percent (10%) of the cumulative façade area of all sides of a building.

3. The landscape locations, building articulation, and use of complementary materials and colors shall be designed to visually reduce the impact of height of the buildings within the Marlowe Sunrise PDD.

4. New buildings shall be designed to be attractive from all adjacent road frontages.

5. Service areas within the Marlowe Sunrise PDD shall not be located in front of buildings facing public right of ways. Service areas shall be screened through landscaping or opaque screening elements such that the style complements the design of the building's architecture it serves. Residential trash and/or recycling equipment and/or facilities shall be located within an enclosed climate-controlled room or screened through an opaque screening element that also complements the design of the architecture for the building it serves. The screened trash enclosure for the daycare in Parcel B may be sized to contain one (1) refuse container in order to provide increased pervious and green area where a second container is not necessary to serve the use.

6. Building placement within Marlowe Sunrise PDD shall provide a sense of space and create uniquely themed interior courtyards and pedestrian zones, which will further define the elegant and ambient pedestrian experience being sought at the Marlowe Sunrise PDD.

7. Building height, orientation, and massing shall be considered to reinforce spatial relationships. Building massing and height shall be arranged to frame views and create pedestrian-scale environments.

8. Buildings and open spaces will be designed and oriented to ensure a seamless visual and physical link between the commercial and residential parcels.

9. Roofs within Marlowe Sunrise PDD may be a mix of pitched roofs, flat roofs, parapets and towers, with a consistency of color blends from roof to roof that will give uniformity to the overall look of Marlowe Sunrise PDD.

10. Gable or hipped roof pitches shall be a minimum 5 on 12 (5:12) pitch. The rooflines should vary to create dynamic movement and elevation interest across not less than 25% of a façade. The use of features such as clocks, towers, canopies, colonnades, loggias, balconies, shutters, decorative brackets, fabric or metal awnings and other architectural projections of equal aesthetic quality are encouraged.

11. Rooftop projections such as, but not limited to A/C equipment, exhaust hoods, refrigeration, vents and vent shafts, shall be hidden from view by means of parapets or other architectural roof designs.

Conceptual architectural elevations are attached hereto as Exhibit "7".

C. FENCING

Fencing shall be provided throughout the Marlowe Sunrise PDD. There shall be decorative aluminum picket fencing provided at a six foot (6') height around the residential development area and private residential parking, except that the barrier between the Parcel A residential development and Parcel C loading and service area and the area along the south property line of the residential development in Parcel A, shall be a decorative concrete panel wall at a six foot (6') minimum height. The proposed fencing and/or wall may be placed along the perimeter or internal property lines..

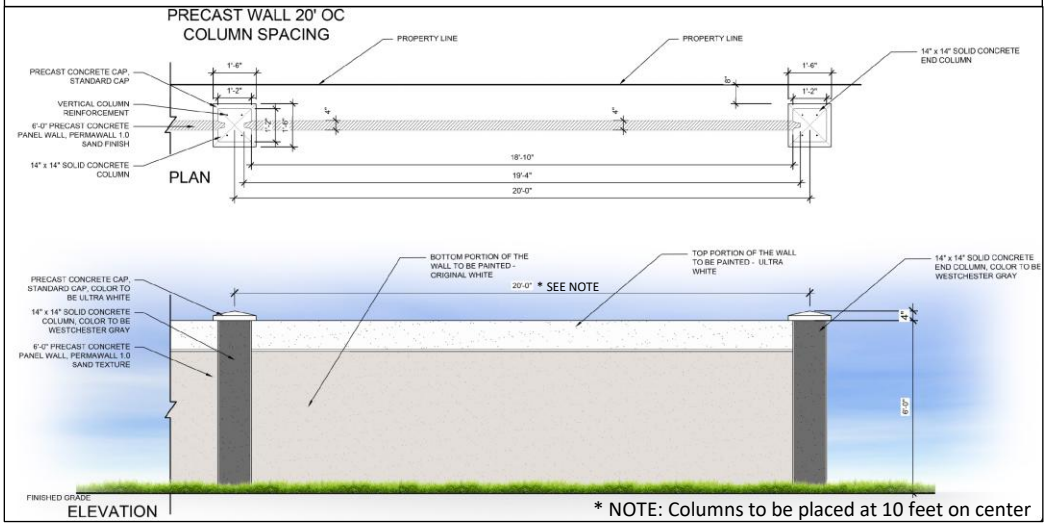
The type of fencing material shall be permitted, but not required, to include:

1. Precast/concrete for decorative wall
2. Aluminum
3. Chain Link Fence, only on Parcel C where existing to remain unless redeveloped
4. PVC, only on Parcel B where existing to remain or be repaired/replaced, unless the primary use is redeveloped

Decorative walls shall be designed to meet the minimum requirements below as conceptually illustrated in the conceptual Decorative Wall Detail:

1. A minimum of two (2) colors shall be applied;
2. A minimum of two (2) textures shall be applied; and
3. Columns that project a minimum of six inches (6") from the face of the wall shall be placed at a maximum of ten feet (10') on center with a cap that protrudes a minimum of four inches (4") above the wall.

Conceptual Decorative Wall Detail



Conceptual graphics illustrating the conceptual design intent for some fence and wall options within the Marlowe Sunrise PDD are provided below.





D. UTILITIES

All new utilities shall be installed underground unless otherwise required by municipality.

E. FIRE PREVENTION

The Marlowe Sunrise PDD shall comply with all applicable City of Sunrise Life Safety Division requirements and all applicable fire codes unless indicated otherwise herein.

F. SITE LIGHTING

The site lighting shall be LED fixtures to promote energy efficiency throughout the Marlowe Sunrise PDD. In addition, the site lighting shall be in compliance with Dark Sky principles, where feasible.

G. POTABLE WATER

Potable water supply services will be provided to the Property up to the property line by the City and within the Property by the developer. The developer is responsible for any infrastructure improvements required to accommodate the Marlowe Sunrise PDD.

H. GAS

City of Sunrise gas shall be used for outdoor grills and heating system for pools and whirlpools.

I. IRRIGATION

The irrigation system will utilize water supply from the existing Middle River canal to the south.

The irrigation system shall be designed by Owner to accommodate re-used water, using “purple” pipes and fixtures, and Owner shall install the system using purple pipes and fixtures. Connection to City of Sunrise re-use shall occur when available.

SECTION 6: GRAPHICS/SIGNAGE DESIGN GUIDELINES

A. INTENT

The objective of a quality signing and graphics program is to present a clear hierarchy of information, direction and organization. Conformity in style, materials and location of signage will be a major element in establishing the design theme continuity within the Marlowe Sunrise PDD. Signage shall comply with City of Sunrise Land Development Code Section 16¬251 for residential and permanent signs and Section 16-252 for non-residential permanent signs, unless approved as part of a Uniform Sign Plan for a development parcel. Development of individual parcels shall be required to provide sign plans as part of permit approval unless included in a Uniform Sign Plan.

Signage must not conflict with any traffic control signs or be misleading, confusing or hazardous.

B. ALLOWABLE SIGNAGE

1. All signage shall be approved by separate permit.

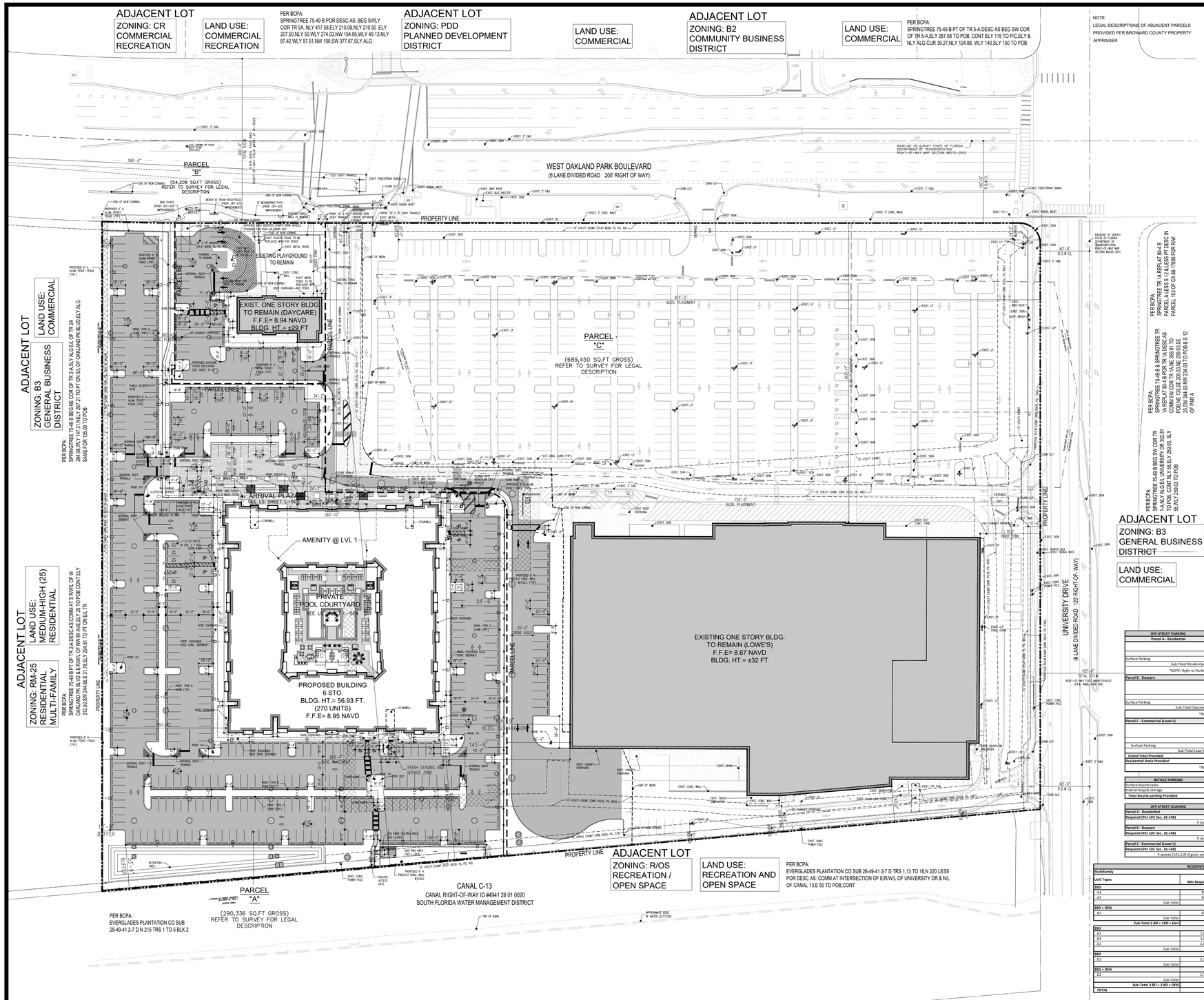
2. A Uniform Signage Plan pursuant to Section 16-264 of the City's Land Development Code may be filed at a later date.

3. Temporary signage for the daycare in Parcel B shall be permitted during construction of the residential use in Parcel A to ensure the continued viability of the daycare use. This temporary signage shall be permitted as follows:

    a. Sign Quantity: a maximum of one (1) double-sided V-shaped sign;
    b. Sign Area: each sign shall not exceed a maximum of thirty-two (32) square feet;
    c. Sign Copy: sign copy shall be limited to the daycare name and/or logo and "We're OPEN" messaging;
    d. Sign Location: signs shall be placed along the portion of Oakland Park Boulevard west of the main residential driveway, and shall not hinder sight distance;
    e. Sign Installation: sign may be attached to the construction fencing or may be installed stand alone with wooden posts; and
    f. Sign Material: signage may be corrugated coroplast or banner material.

Exhibit No. 1

Conceptual Site Plan



SITE INFORMATION		
Proposed uses by acreage:	**Square Footage (sf)**	**Acres (ac)**
Parcel A (Residential) - Net Area	281,669 sf	6.47 ac
Parcel A (Residential) - Gross Area	290,336 sf	6.67 ac
Parcel B (Daycare) - Net Area	35,894 sf	.82 ac
Parcel B (Daycare) - Gross Area	54,208 sf	1.24 ac
Parcel C (Commercial) - Net Area	553,696 sf	12.71 ac
Parcel C (Commercial) - Gross Area	689,450 sf	15.83 ac
Net Site Area:	**871,259 sf**	**20.00 ac**
Gross Site Area:	**1,034,185 sf**	**23.74 ac**
Current Land Use: Commercial	**Current Property Owner:** Roc N Zain LLC	
Existing Zoning Designation: B-3 General Business District, B2 Community Business District	**Current Company Address:** 14159 Miramar Pkwy, STE 345, Miramar, FL 33027	
Proposed Zoning Designation: Planned Development District (PDD)		
Proposed Density: *Calculated with entire site area (Parcel A+ Parcel B+Parcel C) based on total Gross Area	11.37 du/ac	
Water/Wastewater Service Provider: City of Sunrise		

Existing Uses	Gross Floor Area (sf)
Parcel B (Daycare)	4,865 sf
Parcel C (Commercial)	141,118 sf

FAR	Max. Allowed (Per LDC)	Provided
Parcel A - Residential = 309,176.18 sf / 290,336 sf		1.06
Parcel B (Non-Residential) = 4,865 sf / 54,208 sf	0.35	0.09
Parcel C (Non-Residential = 141,118 sf / 689,450 sf	0.35	0.20

REGULATORY GUIDELINES		
Setbacks	**Required min.** (Per Design Guidelines)	**Provided**
North	75'-0"	85'-11"
South (Parcels A & B)	150'-0"	153'-8"
South (Parcel C)	20'-0"	31'-6"
East	70'-0"	73'-2"
West	10'-0"	144'-4"
Site Calcs *Calculated with entire site area (Parcel A+ Parcel B+Parcel C) based on total Net Area	**Max.** (Per Design Guidelines)	**Provided**
Lot Coverage (Building Footprint + Overhangs, canopies and other projections)	35%	24.5%
Impervious Area (Includes Lot Coverage)	85%	80.6%
Site Calcs Breakdown	**Area (sf)**	**Percentage (%)**
Lot Coverage	213,876 sf	24.5%
Sidewalks, Plazas and other Impervious areas	51,809 sf	5.9%
Vehicular Use Area (VUA)	436,139 sf	50.1%
Total Impervious Area	***701,824 sf***	***80.6%***
Total Pervious Area	***169,435 sf***	***19.4%***
Impervious Area + Pervious Area	**871,259 sf**	**100.0%**
Open Space-Note 10 *Calculated with entire site area (Parcel A+ Parcel B+Parcel C) based on total Net Area	**Required Min.**	**Provided**
Common Open Space	15% (4.00 acres) (Per LDC)	16.3% (1.25 acres)
Other Open Space	5% (Per Design Guidelines)	8.9% (1.75 acres)

See Sheet OSP-4 for Common Open Space Calcs

Building Height (As measured per Sec 16-277)	**Max.** (Per)	**Provided**
Parcel A (Residential)	60'-0"	56'-10 113/256"
Parcel B (Daycare)	60'-0"	+/- 29'-0" (Existing)
Parcel C (Commercial)	60'-0"	+/- 32'-0" (Existing)
Building Separations *NOTE: Required building separations are in accordance with the PDD Design Guidelines*	**Required Min.** (Per Design Guidelines)	**Min. Provided**
	15'	156'-9"

GROSS BUILDING SQUARE FOOTAGE - PARCEL A (Multifamily)		
Type of SF/ Bldg		**Multifamily Building**
Units		**270 units**
Leasable (NRSF - Net Rentable Square Footage)		
Residential		265,371 sf
Storage		1,943 sf
Leasable Sub-total		*267,314 sf*
Non Leasable		
Amenities		7,969 sf
BOH		2,032 sf
Corridors, Trash Chute, Closets		31,685 sf
Vertical Circulations		5,196 sf
Non Leasable Sub-total		*46,850 sf*
Total (without Terraces & balconies)		**314,174 sf**
Terraces & Balconies		18,146 sf
Total (with Terraces & balconies)		**332,319 sf**

BUILDING PLACEMENT PER PARCEL	
	Distance to Overall Property Line (FL)
Parcel A - Residential Building	
North	336'-3"
South	153'-8"
East	729'-0"
West	144'-4"
Parcel B - Daycare	
North	85'-11" (Existing)
South	642'-8" (Existing)
East	874'-2" (Existing)
West	160'-4" (Existing)
Parcel C - Commercial	
North	363'-11" (Existing)
South	31'-6" (Existing)
East	73'-2" (Existing)
West	569'-4" (Existing)

OFF-STREET PARKING Parcel A - Residential						
	Required (By Parking Study)*	**Provided**				
		Standard	**HC**	**Standard EV**	**HC EV**	
Surface Parking	432 sp	423 sp	8 sp	4 sp	1 sp	
Sub-Total Residential			***436 sp***			

**NOTE: Refer to Parking study Page 3, table 2: "Parking Requirement Summary" performed by Kimley Horn*

Parcel B - Daycare						
	Required (Per City Code Sec. 16-1446(a)(27))*	**Provided**				
		Standard	**HC**	**Standard EV**	**HC EV**	
Surface Parking	30 sp	30 sp	2 sp	sp	sp	
Sub-Total Daycare	*30 sp*		***32 sp***			

**NOTE: Required parking was calculated per City Code Requirements.*

Parcel C - Commercial (Lowe's)						
	Required (Per City Code Sec. 16-1446(a)(31))*	**Provided**				
		Standard	**HC**	**Standard EV**	**HC EV**	
Surface Parking	494 sp	484 sp	12 sp	sp	sp	
Sub-Total Lowe's			***496 sp***			
Grand Total Provided			***964 sp***			
Grandental Ratio Provided			*2.6 sp/unit*			

**NOTE: Required parking was calculated per City Code Requirements.*

BICYCLE PARKING	
Surface bicycle racks	32 sp (6 racks)
Interior bicycle storage	21 sp (Inside Resi. Bldg.)
Total Bicycle parking Provided	33 sp

OFF-STREET LOADING	
Parcel A - Residential	
Required (Per LDC Sec. 16-148)	**Provided**
0 spaces	Nil
Parcel B - Daycare	
Required (Per LDC Sec. 16-148)	**Provided**
0 spaces	sp (Existing)
Parcel C - Commercial (Lowe's)	
Required (Per LDC Sec. 16-148)	**Provided**
4 spaces (141,118 sf gross area)	3 sp (Existing)

RESIDENTIAL DEVELOPMENT SUMMARY - UNIT MIX - PARCEL A						
Multifamily						
Unit Types	**Min Required (Per LDC)**	**Min Required (Per Design Guidelines)**	**Provided Area**	**# Units**	**% of Totals**	**LEASABLE AREA (NRSF)**
1BD						
A1	850 sf	740 sf	757 sf	90 units	33.3%	68,130 sf
A2	850 sf	740 sf	838 sf	33 units	12.2%	27,654 sf
Sub-Total				***123 units***	***45.6%***	***95,784 sf***
1BD + DEN						
B1	850 sf	740 sf	954 sf	24 units	8.9%	22,896 sf
Sub-Total				***24 units***	***8.9%***	***22,896 sf***
Sub-Total 1 BD + 1BD + Den				***147 units***	***54.4%***	
2BD						
B2	1,000 sf	950 sf	1,158 sf	12 units	4.4%	13,896 sf
B3	1,000 sf	950 sf	964 sf	12 units	4.4%	11,568 sf
C1	1,000 sf	950 sf	1,177 sf	85 units	31.5%	100,045 sf
Sub-Total				***109 units***	***40.4%***	***125,509 sf***
3BD						
D1	1,175 sf	1,175 sf	1,503 sf	12 units	4.4%	18,036 sf
Sub-Total				***12 units***	***4.4%***	***18,036 sf***
3BD + DEN						
D2	1,175 sf	1,175 sf	1,573 sf	2 units	0.7%	3,146 sf
Sub-Total				***2 units***	***0.7%***	***3,146 sf***
Sub-Total 3 BD + 3 BD + DEN				***14 units***	***5.2%***	
TOTAL				***270 units***	***100%***	***265,371 sf***
					Average Unit size	983 sf

NOTE: A minimum of 39 dwelling units shall be provided as affordable units in accordance with Broward Next Policy 2.16.4.

LEGEND

- REFERS TO TRANSFORMER PAD
- REFERS TO EXIST. FIRE HYDRANTS, METERS, BACKFLOWS, SURROUNDING ZONE AND OTHER CLEAR AREA FOR ABOVE GROUND UTILITIES (SEE SURVEY)
- REFERS TO EXISTING LIGHT POLES (SHOWN AS DIFFERENT VARIATIONS)
- REFERS TO PROPOSED LIGHT FIXTURES (SHOWN AS DIFFERENT VARIATIONS. SEE PHOTOMETRICS)
- REFERS TO PROPOSED BIKE RACKS (SEE LANDSCAPE SHEET L-505)
- REFERS TO CROSSWALKS
- REFERS TO PARCEL LINE
- REFERS TO PROPERTY LINE
- REFERS TO PROPOSED 6' H. PICKET FENCE (SEE LANDSCAPE SHEET L-501)
- REFERS TO PROPOSED FIRE HYDRANT (SEE CIVIL)
- REFERS TO PROPOSED HYDRAULIC UTILITIES (SEE CIVIL)
- REFERS TO PROPOSED TRAFFIC SIGNAGE (SEE CIVIL SHEETS C-4.1, C-4.2 AND C-4.3)
- REFERS TO EXISTING HANDHOLE (SEE SURVEY)
- REFERS TO EXISTING CATCH BASIN GRATE (SEE SURVEY)
- REFERS TO PROPOSED CATCH BASIN & MANHOLE (SEE CIVIL)
- REFERS TO PROPOSED SANITARY MANHOLE (SEE CIVIL)
- REFERS TO EXISTING DROP-OFF AREA TO REMAIN
- REFERS TO EXISTING CONC. POWER POLE / CONC. LIGHT POLE
- REFERS TO EXISTING MAILBOX
- REFERS TO EXISTING RPZ

EASEMENTS LEGEND

- EXISTING EASEMENTS
- EASEMENTS TO VACATE

NOTE: EASEMENTS AND WATER & SEWER INFORMATION HAVE BEEN PROVIDED BY CIVIL. FOR MORE DETAILS, REFER TO CIVIL PLANS. SEE CIVIL SHEET EX-4.0 FOR EASEMENT DETAILS.

FINISH LEGEND

- PROPOSED ASPHALT DRIVE
- EXISTING CONCRETE TO REMAIN
- PROPOSED STAMPED CONC./PAVERS
- EXISTING STAMPED CONC. PAVERS TO REMAIN
- PROPOSED STAMPED/ CONC. PAVERS
- PROPOSED CONCRETE
- PROPOSED WOOD PORCELAIN PAVER (POOL COURTYARD)
- PROPOSED ARTIFICIAL TURF (POOL COURTYARD)

SITE NOTES:

1. REFER TO PAVEMENT MARKING AND SIGNAGE PLANS FOR PARKING RELATED DETAILS.
2. ALL GATES TO POOL AREAS, PATIOS AND FENCED IN COURTYARDS SHALL BE SELF CLOSING, SELF-LATCHING.
3. ALL MECHANICAL EQUIPMENT LOCATED ON ROOF SHALL BE FULLY SCREENED FROM VIEW AND BUFFERED TO ELIMINATE NOISE.
4. FIRE HYDRANTS SHALL BE INSTALLED EVERY 300' (SEE CIVIL PLANS FOR LOCATION AND SHEETS SP-1 AND SP-2).
5. ALL INTERNAL SIDEWALKS SHALL BE 5'-0" MIN. 4'-6" FEET SHALL BE PROVIDED IN ISLANDS WHERE SIDEWALKS ARE PROPOSED.
6. ALL WALKWAYS ARE CONC. U.O.N.
7. ALL PROPOSED SIGNS INCL. PROP. GROUND/MONUMENT SIGN AND PROJECT SIGNAGE ARE TO BE APPROVED UNDER SEPARATE PERMIT.
8. THE PROJECT SHALL INCORPORATE AND IMPLEMENT THE APPROPRIATE BUILDING RADIO ENHANCEMENT SYSTEM BASED ON THE PROJECT'S DESIGN AND CONSTRUCTION SYSTEM.
9. A KNOX KEY SWITCH SHALL BE LOCATED @ EA. ENTRY GATE FOR EM. ACCESS VEHICLES PURSUANT TO NFPA.
10. OPEN SPACE IS CALCULATED WITH ENTIRE SITE AREA: (PARCEL A + PARCEL B + PARCEL C)
11. ALL FINISHED FLOOR AND SPOT ELEVATIONS (F.F.E.) NOTED ON PLANS ARE ESTABLISHED BY CIVIL ENGINEER OF RECORD AND WERE USED FOR THE SITE DESIGN. (ALL ELEVATIONS SHOWN REFERENCES THE NAVD 88 DATUM).
    - RESIDENTIAL BLDG: 8.95' NAVD 88
12. FOR ADDITIONAL SITE DIMENSIONS AND NOTATIONS SEE SP-1 & SP-2
13. WATER AND SEWER PROVIDER: CITY OF SUNRISE
14. FLOOD ZONES PER SURVEY (X,AH)
15. BASE FLOOD ELEVATION (BFE) 8.00' NAVD WITHIN FLOOD ZONE AH BASED ON FLOOD PANEL 12011C0345J
16. SITE PLAN AND PARKING SPACES ARE IN COMPLIANCE WITH THE 2017 FLORIDA BUILDING CODE, ACCESSIBILITY 6TH EDITION AND WITH THE FAIR HOUSING ACT DESIGN MANUAL 1998.
17. CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF SUNRISE MIN. DESIGN AND CONSTRUCTION STANDARDS.
18. BUILDING ADDRESSES SHALL FACE ROAD. PURSUANT TO SECTION 16-249 OF THE CITY OF SUNRISE DEVELOPMENT CODE, REQUIRED SIGNAGE INCLUDES ADDRESS NUMERALS AT LEAST 10" IN HEIGHT AND HAVE CONTRASTING COLORS ON RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS.
19. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND UNLESS OTHERWISE REQUIRED BY MUNICIPALITY
20. THE SITE PLAN APPROVED ON FEBRUARY 17, 1987 BY RESOLUTION 87-48 FOR THE DAY CARE ON PARCEL B REMAINS IN FULL FORCE AND EFFECT EXCEPT AS EXPLICITLY MODIFIED ON THIS SITE PLAN OR THROUGH FUTURE AMENDMENTS.
21. THE SITE PLAN APPROVED ON OCTOBER 12, 1999 BY RESOLUTION 99-311 FOR THE LOWE'S HOME CENTER ON PARCEL C REMAINS IN FULL FORCE AND EFFECT EXCEPT AS EXPLICITLY MODIFIED ON THIS SISTE PLAN OR THROUGH FUTURE AMENDMENTS.
22. ALL ALTERNATIVE PARKING RATES ARE PER PARKING STUDY APPROVED BY THE DEVELOPMENT AGREEMENT.
23. FOR PARCEL B, ANY FENCE IN POOR CONDITION SHALL BE REPLACED TO MAINTAIN CONSISTENCY WITH THE PROPOSED SITE IMPROVEMENTS.

ABBREVIATION LEGEND

LS:	LANDSCAPE
ELEV.:	ELEVATION
CONC:	CONCRETE
BLDG:	BUILDING
HT.:	HEIGHT
ALUM:	ALUMINUM
PROP:	PROPOSED
EXIST:	EXISTING
SF:	SQUARE FEET
STBK:	SETBACK
FH:	FIRE HYDRANT
RESI:	RESIDENTIAL
A/C:	AIR CONDITIONED
C&G:	CURB & GUTTER
FFE:	FINISH FLOOR ELEVATION
U.O.N:	UNLESS OTHERWISE NOTED
C.O.S:	COMMON OPEN SPACE
N/A:	NOT APPLICABLE
EASMT:	EASEMENT
R.O.W:	RIGHT OF WAY
SS:	SANITARY SEWER
MH:	MANHOLE
LP:	LIGHT POLE
CLP:	CONCRETE LIGHT POLE

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CLIENT:
GREYSTAR
421 NE 6TH ST., FORT LAUDERDALE, FL 33304

PROJECT:
MARLOWE SUNRISE
SITE PLAN
8050-8338 WEST OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA, 33351

NORTH

CONCEPTUAL SITE PLAN
SCALE: 1"=60'-0"

SEAL
STATE OF FLORIDA
GEORGE L. MOURIZ
AR0007806
REGISTERED ARCHITECT
GEORGE L. MOURIZ
AR0007806

DATE:
07/23/2026

SITE PLAN SHEET NO.
EXH-1

Exhibit No. 2

Daycare Improvements

COLOR SCHEME/ FINISH LEGEND

SW 9500 ULTRAWHITE (STUCCO) 1

SW 7647 CRUSHED ICE 2

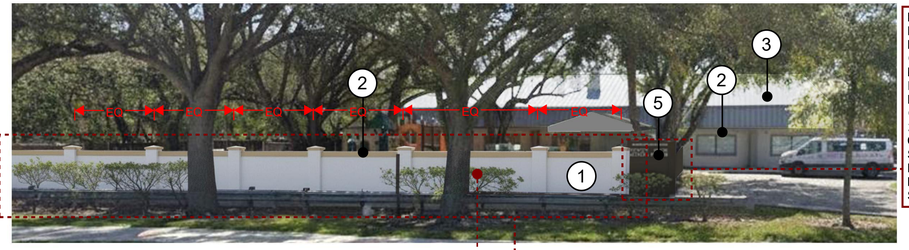
SW 7662 EVENING SHADOW 3

PORCELAIN TILE, BEIGE COLOR 4

SW 2926 IRON GATE 5



1 NORTH ELEVATION - EXISTING



EXISTING VINYL FENCE TO BE REPLACED. COLOR TO MATCH PROPOSED FENCES
COLOR: SW 2926 - IRON GATE
SEE FENCE DETAIL ON LANDSCAPE SHEET L - 517

1 NORTH ELEVATION - PROPOSED

NORTH PROPERTY WALL TO BE RE - PAINTED
DECORATIVE COLUMNS AND CAPS TO BE ADDED @ EQUAL DISTANCE. FINAL DISTANCE TO BE DETERMINED IN FIELD BY G.C. DISTANCE NOT TO BE MORE THAN 15' - 0" O.C.

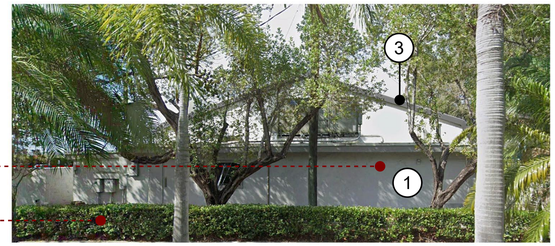
EXISTING LANDSCAPE TO BE UPGRADED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE SHEET L - 201 FOR DETAILS.



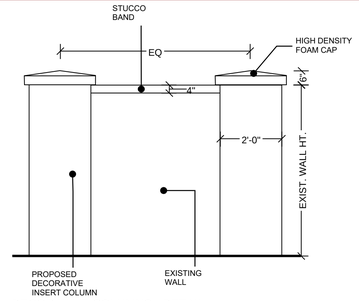
2 EAST ELEVATION - EXISTING

EXISTING WALLS TO BE RE - PAINTED
COLOR TO MATCH PROPOSED RESIDENTIAL BUILDING
COLOR: SW 9500 - ULTRAWHITE

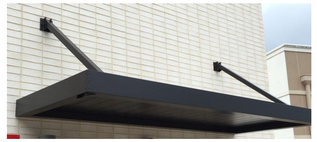
EXISTING LANDSCAPE TO BE UPGRADED BY LANDSCAPE ARCHITECT.
SEE LANDSCAPE SHEET L - 201 FOR DETAILS.



2 EAST ELEVATION - PROPOSED



DECORATIVE COLUMNS - DETAIL



METAL AWNING - DETAIL

EXISTING ROOF TO BE RE - PAINTED
COLOR: SW 7662 - EVENING SHADOW

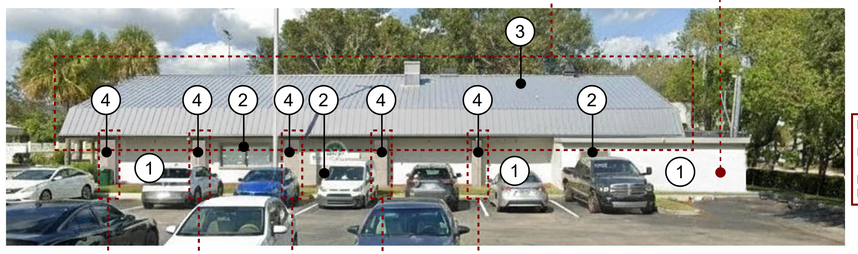
EXISTING DUMPSTER ENCLOSURE TO BE DEMOLISHED AND RE - LOCATED ON SITE, WITHIN DAYCARE PARCEL.
FOR DETAILS ON DUMPSTER ENCLOSURE, SEE SHEET TE - 1. SEE DUMPSTER ENCLOSURE LOCATION ON SHEET SP - 1.

NOTES:

- ALL EXISTING WALLS TO BE RE-PAINTED
- EXISTING ROOF AND FASCIA TO BE RE-PAINTED
- ALL WINDOW AND DOOR TRIMS TO BE RE-PAINTED
- PAINT COLOR MANUFACTURER TO BE SHERWIN WILLIAMS OR SIMILAR
- ALL LANDSCAPE TO BE PROVIDED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE SHEETS FOR DETAILS
- ANY FENCE IN POOR CONDITION SHALL BE REPLACED WITH PVC FENCING TO MAINTAIN CONSISTENCY WITH THE PROPOSED SITE IMPROVEMENTS.



3 SOUTH ELEVATION - EXISTING



EXISTING BRICK COLUMNS TO BE FINISHED WITH PORCELAIN TILE TO MATCH PROPOSED RESIDENTIAL BUILDING

3 SOUTH ELEVATION - PROPOSED

EXISTING VINYL FENCE TO BE REPLACED.
COLOR TO MATCH PROPOSED FENCES
COLOR: SW 2926 - IRON GATE
SEE FENCE DETAIL ON LANDSCAPE SHEET L - 517

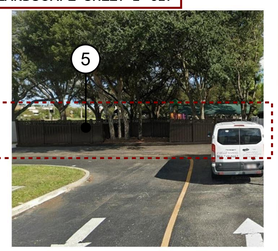
EXISTING BRICK COLUMNS TO BE FINISHED WITH PORCELAIN TILE TO MATCH PROPOSED RESIDENTIAL BUILDING

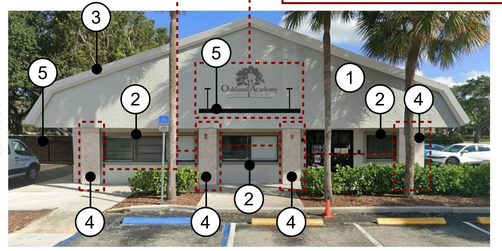
EXISTING AWNING TO BE REPLACED WITH FLAT METAL AWNING.
COLOR TO MATCH PROPOSED RESIDENTIAL BUILDING.
SEE METAL AWNING DETAIL ON SHEET EXH - 2.



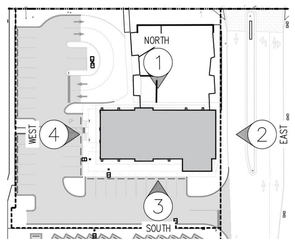


4 WEST ELEVATION - EXISTING





4 WEST ELEVATION - PROPOSED



KEYPLAN
NORTH
SCALE: N.T.S

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SITE PLAN
8050-8338 WEST OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA, 33351

DAYCARE IMPROVEMENTS
SCALE: N.T.S

SEAL
GEORGE L. MOURIZ
AR0007806

DATE:
04/28/2026

SITE PLAN SHEET NO.
EXH-2

Exhibit No. 3

PDD Code Requirements

MARLOWE SUNRISE PDD				
PDD CODE MODIFICATION TABLE				
Code Section	**Description**	**Code Required**	**Proposed with PDD**	**Justification for Modification**
16-109(d)(2)	Perimeter Development Requirement - Setbacks	None - Setbacks to be established by PDD	Refer to Section 3.D. of the Marlowe Sunrise PDD Design Guidelines	The PDD establishes site-specific perimeter setbacks and buffers that place the multifamily redevelopment inward on Parcel A and create a tailored transition along each edge of the Property. To the north, the project transitions from through a substantial setback area with streetscape landscaping, improved pedestrian connections, and the arrival plaza before reaching the residential building mass. To the east, the transition is moderated by the continued presence of the Lowe's along University Drive with the residential component set farther west and connected through internal circulation, open space, and pedestrian systems. To the south, the project provides a deep setback from the canal corridor with open space, perimeter fencing, and a pedestrian connection to the planned greenway. To the west, where the site adjoins existing multifamily residential uses, the transition is softened through setbacks, perimeter landscape buffering, and six-foot fence that provides screening and compatibility. These perimeter controls create a coordinated transition to surrounding conditions while maintaining site-specific flexibility within the PDD.
16-109(d)(2)	Development Requirement - Height	None - Height to be established by PDD	Refer to Sections 3.F and 3.G of the Marlowe Sunrise PDD Design Guidelines	The proposed height standard supports the six-story courtyard-wrap residential building contemplated by the PDD, allowing compact infill redevelopment on an already-served site while preserving and organizing meaningful open-space and amenity areas, including a public arrival plaza, a resort-style pool courtyard with grill/BBQ, pavilion, dining, and fire pit areas, a dog run, and interior resident amenities such as the gym, co-working space, club room, and sky lounge. By concentrating the residential mass vertically rather than spreading development more broadly across the site, the PDD creates usable common open space and pedestrian-oriented amenity areas that enhance livability, connectivity, and the overall quality of the development.

16-109(d)(2)	Development Requirement - Use	None - Use to be established by PDD	Refer to Sections 3.F and 3.G of the Marlowe Sunrise PDD Design Guidelines	The PDD use modifications are justified by the planned mixed-use redevelopment, which introduces 270 multifamily units on Parcel A while retaining the existing daycare on Parcel B and the existing home-improvement use on Parcel C, thereby creating a coordinated and symbiotic mix of residential, institutional, and commercial uses on an underutilized infill site. These uses support one another because the residential component adds a built-in population that activates and supports the existing commercial and daycare uses, while the retained daycare and commercial uses provide convenient services and daily activity that enhance the livability and functionality of the residential component. Consistent with the Design Guidelines, this arrangement promotes horizontal integration of the residential and commercial uses through cohesive pedestrian, vehicular, and open-space connections and achieves the intended synergy of a mixed-use development in a manner that complements surrounding land uses.
16-109(d)(2)	Development Requirement - Coverage	None - Coverage to be established by PDD	Refer to Section 3.A of the Marlowe Sunrise PDD Design Guidelines	The PDD establishes a maximum lot coverage and minimum pervious area tailored to the mixed-use plan, enabling compact redevelopment while preserving meaningful open space and site-specific pervious area standards. By concentrating development efficiently within the PDD, the plan creates a substantial open-space network for residents and guests, including a public arrival plaza with trellises, benches, decorative paving, tropical landscaping, and public art, a resort-style pool courtyard, a dog run area, and a decorative walkway and pedestrian gate at the south boundary of Parcel A designed to accommodate future connection to the planned greenway along the canal. These open-space and amenity features help ensure that the redevelopment is not only compact, but also pedestrian-oriented, usable, and visually integrated with the overall design of the Property.
16-109(d)(2)	Development Requirement - Perimeter Wall adjacent to Existing Residential	Ten (10) foot high decorative wall along west and south perimeter adjacent to existing residential	Six (6) foot high fence with landscape screening proposed between compatible residential uses to provide a softer and more appropriate buffer along the west property line. Six (6) foot high wall with landscape screening proposed between compatible residential uses to provide a softer and more appropriate buffer along the west property lines. Refer to Section 5.C of the Marlowe Sunrise PDD Design Guidelines.	A six-foot decorative fence or wall is more consistent with the guidelines' compatibility approach because the adjacent uses are residential in character; the proposed treatment provides screening and privacy while avoiding an unnecessarily tall ten-foot wall between compatible uses.

16-109(d)(3)(b)	Internal Development Requirement - Separation	None	Refer to Section 3.D. of the Marlowe Sunrise PDD Design Guidelines	The PDD establishes a clear internal building-separation standard that supports coordinated site planning, pedestrian circulation, and compatibility among the residential, daycare, and commercial components by ensuring adequate spacing between structures while allowing the site to function as an integrated mixed-use development. The required building separation works together with the PDD's internal circulation and design framework to create a safer and more comfortable pedestrian environment, preserve a sense of space, and form interior courtyards and pedestrian zones rather than crowded building relationships. In addition, this standard helps organize the relationship between Parcel A and the retained uses on Parcels B and C so that buildings and open spaces can be oriented to promote a visual and physical link between the commercial and residential areas while maintaining appropriate separation, access, and compatibility among the different uses.
16-109(d)(4)(d)	Off-Street Parking	Minimum parking space requirement and design shall be determined on a project basis	1.61 parking spaces per dwelling unit required for residential, Refer to Section 3.E of the Marlowe Sunrise PDD Design Guidelines	The residential ratio is supported by the site-specific PDD parking framework and parking study referenced in the guidelines. The project also emphasizes compact, pedestrian-oriented development and reduced internal vehicle trips, supporting a project-specific residential parking ratio.
16-109(d)(4)(d)	Off-Street Parking	Minimum parking space requirement and design shall be determined on a project basis	For parcels A and B Only: Minimum parking space size to be 9 feet by 18 feet. Refer to Section 3.E of the Marlowe Sunrise PDD Design Guidelines	The 9-foot by 18-foot stall dimension is justified as part of the PDD's compact-development strategy, intended to reduce impervious paved area and maximize green area and open space.
16-109(d)(4)(d)	Off-Street Parking	Minimum parking space requirement and design shall be determined on a project basis	For Parcel C: Minimum drive aisle widths to be 24 foot two-way For parcels A and B Only: Minimum drive aisle widths to be 22 foot two-way	The proposed drive aisle widths are justified by the project's emphasis on compact, pedestrian-oriented design: narrower internal aisles help slow vehicle traffic while maintaining fire-access widths where required.
16-109(d)(5)	Landscaping and Buffering	Landscaping shall meet all requirements of Article VIII of the Land Development Code	See specific modifications under Article VIII, Landscaping Requirements, below	The landscaping modifications are justified because the PDD reallocates certain site-specific landscape requirements to create larger, more usable open-space areas while still providing the required tree quantity on site.
16-109(d)(9)	Minimum Floor Area Requirements	One Bedroom Unit - 850 SF	740 SF - Refer to Sections 3.F of the Marlowe Sunrise PDD Design Guidelines	The reduced one-bedroom minimum supports the PDD's compact multifamily redevelopment and housing-supply goals while the guidelines require quality finishes, amenities, balconies, and sustainable design features to maintain residential quality.
16-109(d)(9)	Minimum Floor Area Requirements	Two Bedroom Unit - 1000 SF	950 Square Feet for a maximum of 15% of the two-bedroom units - Refer to Sections 3.F of the Marlowe Sunrise PDD Design Guidelines	The limited reduction for a maximum of 15% of two-bedroom units supports unit-type flexibility and compact housing design, while the remaining two-bedroom units retain the 1,000-square-foot minimum and the overall project provides required amenities and quality standards.

16-109(d)(14)	Compliance with Regulations at Time of Development	Comply with regulations, ordinance and resolutions in effect at the time of PDD Master Plan Approval	Compliant except where otherwise noted in this table, the Design Guidelines or the Development Agreement	The PDD remains generally subject to applicable codes, with only the specific deviations identified in the table, Design Guidelines, or Development Agreement governing where tailored standards are needed for the approved plan. Those limited, site-specific modifications are intended to facilitate well-planned compact development on an underutilized infill site by allowing more efficient use of land, reducing unnecessary paving and conventional layout constraints, and supporting an integrated mixed-use plan with coordinated open space, circulation, and building placement. In this way, the PDD preserves the applicability of the City's broader regulatory framework while allowing targeted adjustments necessary to implement the approved redevelopment in a manner that is efficient, cohesive, and consistent with the site-specific design objectives of the PDD.
Article VIII - Landscaping Requirements				
16-169(a)(1)	Required Landscape Strip adjacent to the Street ROW	Bermed landscape strip with a minimum width of 20 feet	Elimination of Berm Parcel A: 12 foot minimum width Parcel B: 5 foot minimum width where existing and 12 foot minimum width for future redevelopment	The existing condition is significantly less than the minimum width and does not include a berm. The proposed configuration eliminates two (2) driveways in this area and proposes to add landscaping to the greatest extent possible given the limited space available. This deviation is necessary to allow these improvements to existing conditions without making the redevelopment infeasible.
16-169(c)(1)	Parking Area Interior Landscaping	1 tree per 8 required parking spaces	1 tree per 10 required parking spaces	The modification supports more efficient parking-area design and consolidates landscaping into more meaningful open-space areas, while the guidelines state that the code-required quantity of trees will still be provided on site.
16-169(c)(2)	Parking Area Interior Landscaping	No more than 8 parking spaces in a row without a landscape island	No more than 10 parking spaces in a row without a landscape island	The ten-space grouping is justified as a site-specific efficiency measure that allows the project to create more meaningful consolidated open spaces instead of dispersing small pervious areas throughout the parking field.
16-169(c)(2)(a)	Parking Area Interior Landscaping	Exterior landscape islands to be 20 feet long inclusive of curbing	Exterior landscape islands to be 18 feet long inclusive of curbing	The 18-foot island length is justified because it matches the proposed 18-foot parking stall depth, creating a coordinated parking-field design consistent with the compact-development approach.
16-169(d)(1)	Foundation or Pedestrian Zone Landscaping	8 foot minimum foundation planting width in pedestrian zone	8 foot average foundation planting width in pedestrian zone inclusive of 5 foot wide paved pedestrian path and no pedestrian zone required where adjacent to garage	The foundation/pedestrian-zone modification is justified by the resulting aggregation of usable open space while still providing meaningful façade plantings and pleasant pedestrian areas along the building edges. Rather than dispersing small strips of planting throughout less functional portions of the site, the PDD concentrates landscaping and pedestrian amenities in locations where they create a more active and aesthetically pleasing environment, including the arrival plaza with trellises, benches, decorative paving, tropical landscaping, and public art, as well as adjacent seating and gathering areas associated with the open-space and amenity program. In this way, the façade plantings remain meaningful because they continue to soften and enhance the building frontage and pedestrian experience, while the concentrated plaza area and shaded seating elements create more usable, visually attractive, and intentional outdoor spaces for residents and visitors.

Article VI - Supplemental Regulations				
Sec. 16-138	Exterior building color	The use of bright or dark accent and trim colors shall be limited to a maximum of ten (10) percent of the total façade area.	Dark accent paint colors on walls may not cumulatively exceed ten percent (10%) of the cumulative façade area of all sides of a building. Refer to Section 5.B.2 of the Marlowe Sunrise PDD Design Guidelines	The increased dark-accent allowance is justified as it provides cohesive, contemporary design using coordinated color, materials, scale, and proportion, while still capping dark accents at 10% of cumulative façade area.

Exhibit No. 4

Conceptual Circulation Diagram