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Marlowe Sunrise PDD
8250-8354 W Oakland Park Boulevard
Development Agreement Narrative (Project No. DEVAG-000510-2025)
September 11, 2026

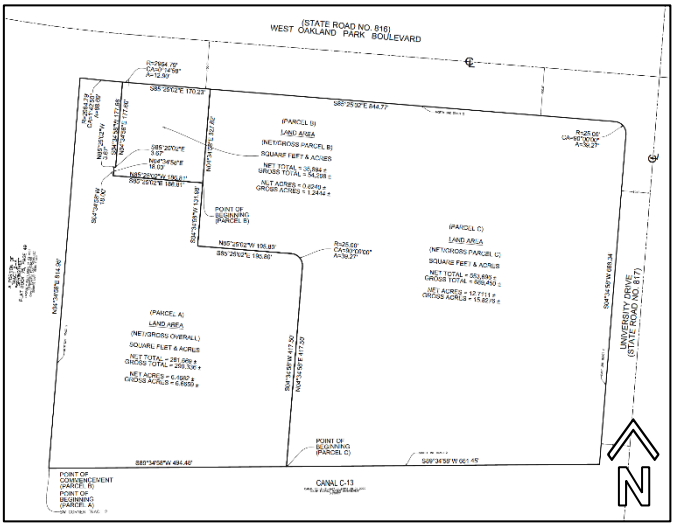
The Contract Purchaser ("Applicant") is under contract to acquire the +/- 5.00 acre property at 8250-8354 W Oakland Park Boulevard (folios: 494121030046, 494121030045, 494121030040, 494121030047, and 494121030048) ("Property"), along with a portion of the +/- 15.00 acre site located at 8050–8100 W Oakland Park Boulevard (folios: 494121030041, 494121030043, and 494121030042) ("Lowe's Property"). Collectively, these parcels are referred to herein as the "PDD Property," which is generally located at the southwest corner of W Oakland Park Boulevard and N University Drive in the City of Sunrise ("City"). The Property and Lowe's Property are designated Commerce on the Broward County Land Use Plan and Commercial on the City's Future Land Use map, and are located within the B-2, Community Business, and B-3, General Business, zoning districts, respectively.

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" on the Property 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 Lowe's 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 the +/- 38,679 square foot Oakland Village Square shopping center along the western edge of the Property. The PDD Property 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. The PDD Property is delineated in red in the aerial image to the right.

There have been significant changes to the economy since the original development of the PDD 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.

At this time, Applicant proposes to redevelop the PDD Property as a +/- 20 net acre (23.7 gross acre) planned mixed-use community, which is proposed for +/- 6.5 net acres (6.7 gross acres) of multifamily residential development and +/- 13.5 net acres (17 gross acres) of commercial development. The existing Lowe's building and site area are proposed to remain their existing, approved condition as Applicant does not have authorization to make changes in these areas beyond those shown on the Site Plan included with this application. Applicant proposes to improve the daycare façade with materials and colors that are consistent with the proposed residential development. Please refer to the daycare improvement exhibit included in the application package for additional details as to the proposed improvements. In order to address the significant market demand for a variety of housing types, the Applicant is proposing to redevelop the western portion of the Property a six (6) story multifamily apartment building with 270 residential rental units and associated amenities, while preserving the existing daycare and its playground and the Lowe's Home Improvement store, and demolishing the Oakland Village Square shopping center ("Project"). More specifically, the proposed site plan provides for three parcels developed as follows: 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"). The new parcels will be created through the Broward County Property Appraiser prior to the issuance of the final Certificate of Occupancy for the residential development as shown on the graphic above.



The Project was designed with careful consideration of existing and permitted land uses on adjoining properties. The residential units are located on the western portion of the PDD Property, adjacent to existing multifamily developments, while preserving the commercial character of the corridor along West Oakland Park Boulevard. Setbacks and buffers along the PDD Property perimeter are provided to ensure appropriate separation from neighboring properties, maintain privacy, and minimize potential conflicts. The Project further incorporates quality design principles through thoughtfully arranged site layout, pedestrian-oriented pathways, and landscaping that complement both the residential and commercial components of the Project. Common open space is intended to be owned and maintained by the ownership entity for the parcel where the open space is located. Shared open spaces will be subject to provisions in a reciprocal easement agreement between the property owners within the PDD.

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 are proposed to be completed prior to the issuance of the final residential Certificate of Occupancy and 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 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 to the Site Plan Set 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.

The Project also includes modifications to the existing daycare to improve circulation and access. The existing western driveway onto W. Oakland Park Boulevard will be eliminated, and the existing two-way drop-off loop will be reconfigured for one-way traffic, improving traffic flow while allowing pick-up and drop-off activity to occur entirely within the site. In addition, the Project provides the daycare with thirty-two (32) parking spaces, exceeding the twenty-seven (27) parking spaces required by the City's Land Development Code ("Code"), and four (4) stacking spaces, exceeding the three (3) stacking spaces required by the Code. These improvements reflect the daycare's current operations, where many families park and walk their children into the facility during pick-up and drop-off, and provide a site layout that better accommodates those operational needs.

Approval of the Site Plan for the Marlowe Sunrise PDD is allowable under BrowardNext Land Use Policy 2.16.4, which 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 the Policy 2.16.4 requirements through provision of a thirty-nine (39) of the two hundred seventy (270) units proposed as moderate income units, which complies with the requirement for one (1) of every seven (7) units provided to be a moderate income unit. A comprehensive analysis of the Project's compliance with BrowardNext Land Use Policy 2.16.4 is attached hereto as Exhibit "A".

The proposed rezoning, submitted pursuant to Section 16-38 of the City's Land Development Code, seeks to create a mixed-use environment that supports walkability and provides complementary amenities for residents. Per Section 16-38(c) of the City Code, the City Commission must find that a petition for a rezoning complies with each of the criteria listed below.

1. **That the request is consistent with the goals, objectives and policies and intent of the City's Comprehensive Plan;**

   The proposed PDD rezoning is consistent with the following goals, objectives and policies of the City's Comprehensive Plan:

- 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 Project 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 Project 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 residential development 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 Project 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.

- 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 Project incorporates substantial perimeter setbacks and landscape buffers, 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 of the Project, and reduce potential impacts associated with building mass, vehicle activity, and lighting. The Project incorporates controlled access and internal circulation improvements intended to minimize impacts on surrounding properties. The establishment of the 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 Project provides +/- 5.06 acres (25.3% of the PDD Property) of open space, exceeding the minimum

requirement of 4.0 acres (20%). Of this total, 3.28 acres (16.4%) is provided as common open space for use by residents and employees, while an additional 1.78 acres (8.9%) is provided as other open space for residents and their guests. The open space network includes the Arrival Plaza, Resort Style Pool Courtyard with Grill/BBQ Area, Pavilion and Dining Area, Fire Pit, Dog Run Area, landscaped pedestrian connections, and other passive recreational areas that are distributed throughout the development to provide convenient recreational opportunities for future residents. The Project 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 The 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 Project 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 Project 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 Project, 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 Project.

- 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 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 Project will utilize this existing infrastructure without requiring the extension of urban services, thereby promoting the efficient use of public facilities consistent with this Objective.

2. **That the request is consistent with the density, intensity and general uses set forth in the city's future land use map (FLUM).**

   The proposed rezoning is consistent with the underlying Commercial future land use designation, which allows for both commercial and residential uses. The Project maintains the site's overall commercial intensity by preserving the existing Lowe's Home Improvement store and daycare facility and retaining a majority of the property for commercial use. The residential component is introduced on a defined portion of the site and does not alter the Commercial designation as residential uses are permitted without the need to amend the City of Sunrise Future Land Use Plan map. To accomplish this, the Applicant is utilizing Policy 2.16.4 of the Broward County Land Use Plan. Further details on County Policy 2.16.4 are attached hereto as Exhibit "A"

3. **That the request meets the purpose and criteria set forth in the city's land development code for the zoning district into which the property is to be converted.**

   Section 16-109(a) of the Land Development Code states the purpose and intent of the PDD district ". . . is to promote and regulate the planned development of large projects, by allowing greater freedom of design, by improving the opportunity for flexibility, creativity and innovation in land

development, by limiting the expenditure of public funds, and by achieving the intent of land use regulations."

The mix of dwelling unit types within the proposed PDD was designed with careful consideration of existing and permitted land uses on adjoining properties. The residential units are located on the western portion of the site, adjacent to existing multifamily developments, while preserving the commercial character of the corridor along W Oakland Park Boulevard. Setbacks and buffers along the property perimeter are provided to ensure appropriate separation from neighboring properties, maintain privacy, and minimize potential conflicts. The development incorporates quality design principles through thoughtfully arranged site layout, pedestrian-oriented pathways, and landscaping that complement both the residential and commercial components of the Project. In addition, the Project will comply with the requirements of Section 16-109(b)(2), as more particularly described in Exhibit "B."

This section specifically lists the below criteria as the intent and purpose of the PDD district.

1) **Allow diversification of uses, structures, and open spaces when not in conflict with existing and permitted land uses on abutting properties.**

   The proposed PDD allows for a diversification of uses and structures that complements the surrounding area without creating land use conflicts. The multifamily residential building introduces a new housing option to a corridor largely characterized by commercial development, while also complementing the apartments located immediately to the west. The Project maintains important existing community-serving uses, including the Oakland Academy daycare and the Lowe's Home Improvement store, while replacing the obsolete Oakland Village Square shopping center and the long-vacant Baby Love store with modern residential development. This coordinated approach results in a more efficient and balanced use of the property that is compatible with adjacent commercial and residential land uses.

   Consistent with this objective, the Applicant conducted outreach to neighboring residential communities throughout the application process. Informational emails were sent to the owners of Sunrise Lake Views on April 21, 2026, and June 2, 2026, and to Sunrise Lakes Phase II on May 8, May 15, May 27, June 17, and June 22, 2026. The Applicant also spoke with the Sunrise Lakes Phase II management office on two occasions and made several additional telephone attempts that were not returned. The outreach provided neighboring property owners and residents with information regarding the proposed development and an opportunity to provide comments and ask questions regarding the Project.

2) **Reduce improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through the application of standards contained in conventional land development regulations.**

The proposed PDD will reduce improvement costs by creating a unified mixed-use development that relies on existing roadways and infrastructure. Existing utility connections and roadway access serving the Lowe's store and daycare are preserved and integrated into the overall plan. This coordinated design reduces the extent of new streets and utility infrastructure required, which in turn lowers improvement costs while still providing safe and functional access to the site.

In addition, the allocation of compatible residential and commercial uses within the PDD promotes internal connectivity and walkability. The residential component is located within the same unified development as the commercial uses, allowing residents to walk to on-site commercial services rather than relying on external vehicle trips between separately developed parcels. The integrated site design includes internal pedestrian connections between uses, which reduces dependence on vehicles for short trips within the PDD and supports a more pedestrian-oriented environment.

3) Conserve the natural amenities of land by encouraging the preservation of environmentally significant, scenic or functional open space.

There are no environmentally significant or scenic lands within the Project site. However, the proposed PDD enhances functional open space by incorporating pedestrian-oriented design elements and a new public arrival plaza that supports walkability and reinforces the mixed-use character of the development.

The public arrival plaza will provide a centrally located open space within the development and will be designed with decorative paving, landscaping, and pedestrian-scale features that enhance site aesthetics. Sidewalks are provided on all sides of the residential building, and internal pedestrian pathways and parking areas are arranged to encourage walking between buildings and on-site amenities, reducing the need for short internal vehicle trips. Narrower internal drive aisles are incorporated to calm traffic and create a more pedestrian-oriented environment. The Project will provide approximately 5.06 acres of open space, representing approximately 25.3% of the PDD Property.

With respect to tree preservation, the Project preserves two (2) specimen trees within the multifamily parcel and nine (9) specimen trees within the daycare parcel, in addition to fifteen (15) existing trees and palms that will remain within the daycare parcel. Further, the Project includes a pedestrian access path and gated connection to the canal located along the southern property boundary adjacent to the proposed dog park, providing residents with access to the canal and further enhancing connectivity within the PDD Property.

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.**

The proposed PDD allows for innovative site planning that accommodates a balanced mix of residential, commercial, and community-serving uses. The six-story multifamily building introduces new housing opportunities to the area, providing modern residential options that complement the surrounding neighborhood. At the same time, the Project preserves the existing Oakland Academy daycare and the Lowe's Home Improvement store, ensuring that important services and shopping amenities remain accessible to both residents and the broader community. By combining living, shopping, and working uses within a single coordinated plan, the Project promotes convenience, efficiency, and compatibility, while making effective use of the property's size, shape, and location. This approach fosters a balanced environment that serves residents, employees, and visitors alike, enhancing the overall character use utility of the site.

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.**

All development within PDD Property will occur in accordance with the overall plan of the PDD and Design Guidelines adopted concurrently, the Development Agreement, and all applicable provisions of the City's Land Development Code. Approvals from the appropriate utility providers and municipal entities will be required prior to the start of construction

6) **Provide the city commission a greater opportunity to enforce the goals, objectives and policies of the Comprehensive Plan on site-specific projects.**

Please refer to the response to Section 16-38(c)(1) above, outlining the goals, objectives, and policies of the Comprehensive Plan that are may be furthered and enforced by the City Commission through approval of the Project.

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.**

The proposed PDD ensures that the residential, commercial, and community-serving components of the Project will be developed in a coordinated manner, allowing the intended synergy of mixed uses to be achieved. The multifamily building, along with the preserved Oakland Academy daycare and Lowe's Home Improvement store, will be integrated into a single phased development plan that maintains continuous operation of existing uses while new construction occurs. This coordinated approach ensures that residents, employees, and

visitors will have immediate access to both housing and essential services, achieving the functional and practical benefits anticipated from a mixed-use development.

8) Provide for other limitations, restrictions and requirements as deemed necessary.

All design requirements for the proposed PDD are listed in the Design Guidelines, which provide clear criteria for architecture, landscaping, lighting, signage, and other site elements. Uses within the PDD are limited to those outlined in the proposed Design Guidelines.

In addition, the Development Agreement will require the recording of appropriate affordable housing deed restrictions consistent with Broward County Land Use Plan Policy 2.16.4, ensuring compliance with all applicable affordability requirements.

9) To reduce the effects of natural disasters and to promote safer environments through strategic urban design.

The proposed PDD promotes a safer and more resilient environment through strategic site planning and building design. The multifamily building will be constructed to meet current building codes and safety standards, reducing vulnerability to natural disasters such as hurricanes and flooding. By preserving the existing daycare and Lowe's store and thoughtfully organizing circulation, access, and parking, the Project ensures safe and efficient movement throughout the site for residents, employees, and visitors. This coordinated approach to urban design enhances both safety and functionality, creating a development that is better prepared to withstand natural hazards while providing a secure environment for the community.

4. That the request is compatible with existing and proposed uses in the general vicinity.

The proposed PDD is fully compatible with existing and proposed uses in the surrounding area. The PDD Property is located at the southwest corner of W Oakland Park Boulevard and N University Drive, an intersection characterized by commercial development and multifamily residential uses. Adjacent and nearby properties include large-format retail, neighborhood commercial centers, and existing apartment communities.

The multifamily building introduces residential units that complement the nearby apartments to the west, reinforcing the residential character in that portion of the corridor. The proposed six-story building is appropriate for its location along a major arterial intersection and serves as a transition between the established residential communities to the west and the more intensive commercial uses at W Oakland Park Boulevard and N University Drive. While the proposed building is taller than some adjacent residential development, the surrounding area already includes multifamily residential uses, and the Project's location at a prominent commercial intersection supports a greater intensity and scale of development than would otherwise be

appropriate within an interior residential neighborhood. At the same time, the Project preserves the Oakland Academy daycare and the Lowe's Home Improvement store, maintaining important community-serving and commercial uses that continue to serve both local residents and the broader community. Redevelopment of the underutilized Oakland Village Square and former Baby Love stores improves site function and aesthetics without creating conflicts with surrounding properties.

The proposed residential building is located on the western portion of the site, away from the primary commercial frontage, while the Lowe's Home Improvement store and daycare facility are preserved along the corridor. This placement maintains the commercial character at the intersection while introducing residential density that is consistent with the surrounding development. In addition, measures have been incorporated to mitigate the visual impact of the proposed building, including landscape placement, building articulation, and the use of complementary materials and colors designed to visually reduce the impact of the building height, consistent with the Marlowe Sunrise PDD standards.

Overall, by integrating residential, commercial, and community-serving uses within a unified plan, the Project respects the scale, character, and function of neighboring developments while enhancing the surrounding area.

5. **That the request will not place an undue burden on existing infrastructure and existing capacity for the property or its general vicinity or that the applicant will provide appropriate improvements to offset the impacts.**

The proposed PDD will not place an undue burden on existing infrastructure or capacity in the surrounding area. The site is already developed with significant commercial uses, including the Lowe's Home Improvement store and Oakland Academy daycare, and is currently served by established roadway access, utilities, and public services along W Oakland Park Boulevard. Capacity to Serve Letters from the applicable utility and service providers confirming the availability of capacity to serve the proposed Project are included with this application. Utilities serving the existing commercial development will be utilized and extended as necessary to support the residential component. Any required utility upgrades or service adjustments identified through the development review process will be completed in coordination with the applicable providers and the City to ensure adequate capacity.

Potential impacts related to access and circulation are addressed through targeted improvements. Along Oakland Park Boulevard, two existing driveway cuts located west of the main entry to Parcel 1 will be eliminated, reducing curb cuts and improving traffic flow and safety along the corridor. These areas will be replaced with sidewalk and landscaping improvements, enhancing the public realm and reducing vehicular conflict points. Internal circulation is designed to provide safe and efficient access to the residential building while integrating with the existing commercial access points. These improvements include modifications to the existing daycare, where the two-way

drop-off loop will be reconfigured into a one-way circulation pattern and parking and stacking will exceed the minimum requirements of the Code. The traffic impact study dated July 9, 2026, included in the site plan application package, demonstrates that the surrounding roadway network will continue to operate at acceptable levels of service with the proposed development. Accordingly, the proposed request does not place an undue burden on the existing transportation infrastructure or roadway capacity.

A new pedestrian pathway will connect the residential development on Parcel 1 to the public sidewalk along Oakland Park Boulevard at a location just west of the existing daycare in Parcel 2. This pathway provides direct pedestrian access to the daycare and the public sidewalk network and connects to the Project's arrival plaza, reducing the need for short vehicle trips within the site.

Utilities serving the existing commercial development will be utilized and extended as necessary to support the residential component. Any required utility upgrades or service adjustments will be completed in coordination with the applicable providers to ensure adequate capacity.

6. **That the request shall document any changed or changing conditions which make approval of the request appropriate.**

   The proposed PDD reflects changing conditions in the area that support approval of the request. Portions of the property, including the Oakland Village Square and former Baby Love stores, are underutilized and no longer meet current market or community needs. At the same time, there is an increasing demand for additional housing in the vicinity, particularly in locations that provide convenient access to shopping, employment, and community services. The Project responds to these evolving conditions, including a portion of units designated as affordable housing, by introducing a six-story multifamily building while preserving existing uses such as the daycare and Lowe's store, creating a coordinated redevelopment that aligns with current and anticipated community needs.

In order to develop the Project as proposed, the Applicant has submitted the necessary applications seeking to create a Planned Development District ("PDD"), to allow for the coordinated redevelopment of the PDD Property with greater flexibility in design while ensuring compatibility with the surrounding area. The full application package includes a Site Plan, Rezoning, Unity of Title, and Development Agreement with Design Guidelines request to support the proposed Project.

In addition to the foregoing, a title review letter is attached hereto as Exhibit "C."

Sara Thompson
sthompson@miskelbackman.com
561-405-3363

Exhibit "A"
County Policy 2.16.4 Details

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. Further, the Marlowe Sunrise PDD complies with the criteria established in Policy 2.16.4, as follows:

1) One or more of the affordable housing categories, as defined by this Plan, must be a component of the residential development based on the following "bonus" units to "affordable" unit formula(s) described below:
    a. (Moderate income: six (6) bonus units for every (1) one moderate income unit.
    b. Low income: nine (9) bonus units for every (1) one low income unit.
    c. Very-low income: nineteen (19) bonus units for every (1) one very-low income unit.

    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.

2)
    a. Each required affordable housing unit must be no smaller than ten percent (10%) less than the average gross floor area of each bonus unit corresponding type (i.e., one bedroom, two-bedroom, three-bedroom, etc.) in the development project; or
    b. The number of bedrooms/bathrooms provided in the affordable units must be proportional to the number provided in the bonus units type (i.e., one-bedroom, two bedroom, three-bedroom, etc.).

    All units within the Marlowe Sunrise PDD will be eligible for use as a required affordable housing unit. As such, there will be no differentiation in size of the affordable housing units provided. As such, the Project complies with this provision.

3) Single-family dwelling units are not permitted. Residential units shall not be permitted on the ground floor portion of any building that fronts a Qualified Road. As per Policy 2.2.5 of the Broward County Land Use Plan, studio or efficiency housing units, no greater than

500 square feet in size, may be counted by the local government as 0.5 dwelling units for residential density purposes.

No single-family units are proposed in the Marlowe Sunrise PDD. Further, no residential units are proposed on the ground floor portion of any building that fronts a Qualified Road and no studio or efficiency units are proposed. As such, the Marlowe Sunrise PDD complies with this requirement.

4) These additional permitted residential density provisions are conditioned on the developer or purchaser providing, in a manner acceptable to the affected unit of local government, guarantees, at a minimum through the use of restrictive covenants, that the affordable unit(s) will be maintained as affordable to the applicable designated income group(s) for a minimum period of thirty (30) years.

   The proposed affordable housing units will be restricted through the use of restrictive covenants as affordable for a period of thirty (30) years. As such, the Marlowe Sunrise PDD complies with this requirement.

5) Within a development containing residential units, the following shall apply:
   a. Office and commercial use may either be vertically or horizontally integrated providing the following:
      i. At least fifty percent (50%) of the ground floor of any portion of a building or development, excluding ingress and egress, facing a Qualified Road shall provide office and/or commercial uses;
      ii. Portions of a development not facing a Qualified Road within an Activity Center is not required, but encouraged, to provide for office and/or commercial uses.
   b. On parcels greater than five (5) acres, a minimum of ten percent (10%) of the gross floor area, excluding parking garages, must be reserved or utilized for office and/or commercial uses not ancillary to the residential units.

   The Marlowe Sunrise PDD complies with these requirements as the daycare and the Lowe's Home Improvement Center, which face the Qualified Roads are 100% commercial use. Further, the commercial uses, which are not ancillary to the residential units, total 145,983 square feet of gross floor area, which is +/- 31.7% of the total 460,103 square feet of gross floor area.

6) "Affordable unit" requirements may be satisfied via an in-lieu payment to the Broward County Affordable Housing Trust Fund** equal to $10,000 per unit (Note: Effective January 1, 2023) for the total number of units within the development which sum shall increase by 3% annually (Note: Beginning January 1, 2024).

This option is available to the Marlowe Sunrise PDD.

7) Units of local government may utilize the additional permitted residential density provisions described in this Policy, at their option, regardless of whether such provisions or conflicting provisions are incorporated within their certified local land use plan elements and utilization of these provisions does not require an amendment to the Broward County Land Use Plan map or local land use plan map.
The Marlowe Sunrise PDD is eligible for allocation of density under this provision at the discretion of the City.

8) Local government utilization of the additional permitted residential density provisions described in this Policy is subject to the following, as enforced by the applicable local government:
    a. One hundred percent (100%) of the "affordable" units shall be available for occupancy before the final twenty- five percent (25%) of bonus units are available for occupancy.

The Marlowe Sunrise PDD will comply with this requirement with the provision of one hundred percent (100%) of the affordable units available for occupancy before the final twenty-five percent (25%) of bonus units available for occupancy.

9) In addition to the provisions of this Policy, parcels designated "Commerce" and meeting the location, frontage, and access requirements of this Policy or within an Activity Center, where the residential development will be located within ¼ mile of a State road, County arterial, or other road or portion thereof, as approved by Board of County Commissioners ("Board"), or within one-half (1/2) mile from a Qualified Rail Station, the Board shall consider the following in the review of funding applications submitted by local governments for future public infrastructure and economic development projects:
    a. Local government adoption of this Policy into the municipal Comprehensive Plan;
    b. Local government adoption of specific regulations, in the municipal zoning and/or land development code, to allow allocation of additional residential density units as a permitted use, by right, within specific zoning district(s);
    c. Local government adoption of specific regulations to implement the provisions and criteria of this Policy, including:
        i. Establishment of a minimum net residential density of twenty-five (25) dwelling units per acre;
        ii. Where a building is located within 100 feet of any parcel which prohibits, through the applicable zoning regulations, residential development of ten (10) dwelling units per gross acre or more, the local government may

establish a maximum building height limit of not less than five (5) stories; and

iii. The zoning regulations that establish reduced on-site parking to accommodate the mixed uses.

d. The Urban Planning Division, in consultation with the Office of the County Attorney, must certify that all the foregoing requirements of this Section (9) have been satisfied.

This provision does not apply specifically to the Marlowe Sunrise PDD, but allows for the City to seek County funding for future public infrastructure and economic development projects subject to compliance with the provisions detailed above.

10) Units of local government may be more restrictive and are not required to adopt, utilize or implement the above referenced Policy.

This provision does not apply specifically to the Marlowe Sunrise PDD, and it is at the City's discretion to allow implementation of bonus density under this Land Use Policy.

Exhibit "B"

Section 109(b)(2)

Pursuant to Section 109(b)(2), the Applicant agrees to the following:

a. To proceed with the proposed development according to the provisions of these regulations, conditions attached to the rezoning of the land to PDD, the approved PDD master plan, and the adopted DRI development order (for DRI projects only).

   The Applicant agrees that the proposed development shall proceed in accordance with the City's PDD regulations, all conditions attached to the rezoning of the PDD Property, and the approved PDD Master Plan. This criterion relating to a DRI development order is not applicable.

b. To provide agreements, contracts, covenants, deed restrictions, and sureties, as necessary, acceptable to the city for completion of the development according to the plans approved at the time of rezoning to PDD and for continuing operation and maintenance of such areas, functions and facilities which are not proposed to be provided, operated, or maintained at public expense;

   The Applicant agrees to provide such agreements, contracts, covenants, deed restrictions, easements, and sureties as may be required and acceptable to the City to ensure completion of the development in accordance with approved plans and for the continuing operation and maintenance of privately maintained areas, functions, and facilities, if applicable. Such documents shall be provided prior to public hearing and/or issuance of a certificate of occupancy, as applicable.

c. To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be examined by staff, and no rezoning of land to PDD classification shall be adopted without a certification by the director of community development, or his/her designee, and the city attorney that such agreements and evidence of unified control meet the requirements of these regulations; and

   The Applicant agrees that all commitments made in connection with the PDD rezoning shall be binding upon successors in title and that any required agreements and evidence of unified control shall be subject to review in accordance with the requirements of the Land Development Code.

d. If the applicant elects to maintain common open space through an association or nonprofit corporation, said organization shall conform to the applicable laws of the State of Florida.

The Applicant agrees that, if common open space is maintained through an association or nonprofit corporation, such entity shall conform to the applicable laws of the State of Florida.

Exhibit "C"
Title Review Letter

Jin Xin, Esq.
333 SE 2nd Avenue, Suite 4400
Miami, FL 33131
Phone: 305-579-0647
E-Mail: jin.xin@gtlaw.com

June 1, 2026

Shannon Ley
Director of Community Development
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, FL 33351

Dear Mrs. Ley,

This firm represents the developer of the real property described in **Exhibit "A"** attached hereto (the **"Property"**) in connection with the proposed development. We have reviewed the Chicago Title Insurance Company Commitment for Title Insurance, Commitment No. 12624901, with an effective date of September 18, 2025, at 11:00 p.m. (the **"Title Commitment"**), a copy of which is attached hereto as **Exhibit "B."** The Property is also identified in the application for the Marlowe.

The following recorded instruments as shown in the Title Commitment shall be either terminated or modified to accommodate the proposed development of the Property, as more specifically described below:

1. Schedule B, Part I Requirements 18 – Cross Easement and Parking Agreement recorded May 10, 1977 in Official Records Book 7020, Page 971, of the Public Records of Broward County, Florida (the "**Public Records**"): ***This instrument shall be terminated.***

   Summary: This is a cross access and parking easement by and among Casto Developers (owner of Parcel 1, "**Casto**"), Frank Goss (owner of Parcels 2 and 3, "**Goss**"), and The Grand Union Company (the Tenant of Parcel 1), pursuant to which Casto and Goss granted each other easements over their respective parcels for (a) pedestrian and vehicular ingress/egress over walkways and driveways on the parcels and between all buildings, structures and parking areas on the parcels and all streets, roads, alleys and ways, abutting bounding or entering such parcels and (b) the parking of motor vehicles in the parking areas of such parcels.

2. Exception 6 – Declaration of Restrictions and Covenants recorded June 16, 1972 in Official Records Book 4897, Page 28, of the Public Records: ***The restrictions on signage shall be modified or determined as inapplicable to the Property.***

Summary: This Declaration, entered into by Janis Homes, Inc., a Florida corporation, provides certain restrictions on the use and development of the property described in Plat Book 75, Page 49 of the Public Records.

3. Exception 7 – Easement in favor of Florida Power & Light Company recorded November 7, 1974 in Official Records Book 6003, Page 379, of the Public Records: ***The easement area shall be vacated and relocated in connection with the proposed development.***

Summary: This is a non-exclusive aerial easement granted to Florida Power & Light Company for the construction, operation, and maintenance of electric utility facilities.

4. Exception 9 – Covenant Regarding Shared Parking for Lowe's Home Centers, Inc. Recorded May 10, 2000 in Official Records Book 30491, Page 1002, of the Public Records: ***This instrument shall be modified to accommodate the proposed development.***

Summary: Lowe's Home Centers, Inc. entered into this Covenant agreeing, as a condition of City of Sunrise site plan approval, to a shared parking arrangement allowing its home center and an adjacent children's retail store (Baby Love) to jointly use 539 parking spaces based on their offsetting peak-demand schedules. The covenant restricts the property to those two uses (or similar uses) absent further City Commission approval and an amendment.

5. Exception 10 – Utility Easement in favor of the City of Sunrise recorded January 31, 2001 in Official Records Book 31232, Page 692, of the Public Records: ***The easement area shall be vacated and relocated in connection with the proposed development.***

Summary: Lowe's Home Centers, Inc. granted to the City of Sunrise, a perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, natural gas lines, LP gas lines and tanks, messages or communication, and all appurtenances relative to these facilities or systems.

6. Exception 12 – Restrictive Covenants recorded January 11, 2000 in Official Records Book 30170, Page 794 and recorded October 17, 2001 in Official Records 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: ***These instruments shall be terminated.***

Summary: These are four shared-parking restrictive covenants recorded with Broward County for the Oakland Village Square shopping center in Sunrise, Florida, each one

amending the prior restrictive covenant to allow the owner (Clemdor Enterprises) meet City parking requirements while leasing space to church tenants.

7. Exception 14 – Easement granted to Florida Power & Light Company contained in the Easement recorded March 21, 1977 in Official Records Book 6950, Page 557, of the Public Records: ***The easement area shall be vacated and relocated in connection with the proposed development.***

   Summary: This is an easement granted to Florida Power & Light Company for the construction, operation, and maintenance of overhead and underground electric utility facilities.

8. Exception 15 – Easement granted to Southern Bell Telephone & Telegraph Company contained in the Easement recorded May 25, 1977 in Official Records Book 7041, Page 182, of the Public Records: ***The easement area shall be vacated and relocated in connection with the proposed development.***

   Summary: This is an easement granted to Southern Bell Telephone & Telegraph Company for the construction, operation and maintenance of underground telephone utility facilities.

Our review is limited to the recorded instruments set forth in the Title Commitment as of its effective date. Unrecorded documents, along with materials relating to zoning, land use, or development orders, fall outside the scope of this letter, and we express no view on such matters. This letter is provided as of the date above, is not intended to be supplemented or updated, and may be relied upon only by its addressee.

Sincerely,

Jin Xin

Jin Xin

Enclosure: Title Commitment

EXHIBIT "A"

Legal Description of Property

PARCEL 1 (LOWE'S PARCEL)

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 TO THE POINT OF BEGINNING; THENCE NORTH 04°34'58" EAST 461.82 FEET; THENCE SOUTH 85°25'02" EAST 195.80 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; 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 221.64 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (SUNRISE PLAZA PARCEL)

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 SOUTH 88°58'31" EAST FOR 272.84 FEET; THENCE NORTH 06°01'29" EAST FOR 789.44 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST OAKLAND PARK BOULEVARD; THENCE NORTH 83°58'31" WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE FOR 170.23 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2964.79 FEET, A DELTA ANGLE 01°57'48", AN ARC DISTANCE OF 101.59 FEET; TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE SOUTH 06°01'29" WEST ALONG THE WEST LINE OF SAID TRACT TWO FOR 814.96 FEET TO THE POINT OF BEGINNING.

PARCELS 1 & 2, ALSO KNOWN AS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 ARC OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY FROM WHICH A RADIAL LINE BEARS NORTH 06°32'46" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 01°57'48", FOR AN ARC DISTANCE OF 101.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85°25'02" EAST ALONG THE NORTH LINE OF SAID TRACT 2 FOR 170.23 FEET; THENCE SOUTH 04°34'58" WEST 327.62 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 BROWARD COUNTY, FLORIDA.

Exhibit "B"

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Greenberg Traurig, P.A.
Issuing Office: 333 S.E. 2nd Avenue, Suite 4400,
Miami, FL 33131
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12170661
Issuing Office File Number: 120481.060900
Property Address: 8050-8100 West Oakland Park Boulevard
Sunrise, FL 33351 8100 West Oakland Park Boulevard
Sunrise, FL 33351
Revision Number: No. 1 - April 4, 2025

SCHEDULE A

1. Commitment Date: 03/21/2025 at: 11:00 PM

2. Policy to be issued:

   A. 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: Greystar Development East, LLC, a Delaware limited liability company
   Proposed Amount of Insurance: $3,500,000.00
   The estate or interest to be insured: Fee Simple and Easement

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple and Easement

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   Lowe's Home Centers, LLC, a North Carolina limited liability company f/k/a Lowe's Home Centers, Inc., a North Carolina corporation

   (by virtue of Deeds recorded in Official Records Book 29713, Page 172 and Official Records Book 29713, Page 176, of the Public Records of Broward County, Florida)

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By:_____
Authorized Officer or Agent

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Warranty Deed from Lowe's Home Centers, LLC, a North Carolina limited liability company f/k/a Lowe's Home Centers, Inc., a North Carolina corporation, Grantor, to Greystar Development East, LLC, a Delaware limited liability company, Grantee, conveying the land described on Exhibit A hereof.

   The Company will require the following as to Lowe's Home Centers, LLC, a North Carolina limited liability company: ("LLC"):

   i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

   ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

   iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

   iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

   If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

   Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

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SCHEDULE B, PART I Requirements

7. To terminate the following:

   Notice of Commencement recorded on June 26, 2024 in Official Records Instrument No. 119651858: (Full demolition of existing "Baby Love" building)

   1. Record a notice of termination, together with a contractor's final payment affidavit (with lien waiver). A separate notice of termination, and contractor's final payment affidavit (with lien waiver), is required for each notice of commencement.

   2. Obtain an owner's construction affidavit identifying all parties who have a direct contract with the owner, all parties who served a notice to owner, and all parties who began furnishing labor, services or materials within the last 45 days.

   3. Obtain a waiver and release of lien upon final payment from (i) all lienors showing as unpaid in the contractor's final payment affidavit (with lien waiver), (ii) all those who served a notice to owner or had a direct contract with the owner as listed in the owner's construction affidavit, and (iii) all those who began furnishing labor, services or materials within the last 45 days.

   4. Obtain the Company's indemnity agreement signed by the owner/borrower.

   NOTE: If the notice of commencement is being terminated prior to completion of the construction or if the subject transaction exceeds your agency's authorized limits, then approval of a Company State or Regional Underwriter is required.

8. Releases of Code Enforcement Liens in favor of the City of Sunrise, Florida, against the name of "Lowes Home Centers Inc" recorded July 15, 2008 in Official Records Book 45525, Page 950, October 16, 2008 in Official Records Book 45755, Page 536, January 4, 2022 in Official Records Instrument No. 117842482 and Official Records Instrument No. 117842483.

9. Release of Claim of Lien in favor of the City of Oakland Park recorded April 28, 2015 in Official Records Instrument No. 112953736.

10. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (3) there are no unrecorded assessments which are due and payable; (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to said "Company", or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

11. The Issuing agent must request from the Company "or perform themselves" a title update between the effective date of this report and three (3) business days prior to closing, to verify that no adverse matters or defects appear in the title update.

12. Satisfactory evidence showing that Greystar Development East, LLC, a Delaware limited liability company, is in good standing in the State of Delaware.

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SCHEDULE B, PART I Requirements

NOTE: 2024 Taxes for Tax Folio No. 494121-03-0041 and Tax Folio No. 494121-03-0043 are reported PAID.

NOTE: The Broward County Tax Assessors Website has this account delinquent and/or has been flagged for special processing. Please contact Revenue Collection Division at (954) 765-4697 for information on this account.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Matters set forth on the Plat of Spring Tree as recorded in Plat Book 75, Page 49, Public Records of Broward County, Florida. (Parcels 1 and 2)

5. Declaration of Restrictions and Covenants recorded June 16, 1972 in Official Records Book 4897, Page 28, Public Records of County, Florida. (Parcels 1 and 2)

6. Easement in favor of Florida Power & Light Company recorded November 7, 1974 in Official Records Book 6003, Page 379, Public Records of Broward County, Florida. (Parcel 1)

7. Cross Easement and Parking Agreement recorded May 10, 1977 in Official Records Book 7020, Page 971, Public Records of Broward County, Florida.

8. Intentionally Deleted.

9. Notice of Permit by the South Florida Water Management District recorded November 24, 1999 in Official Records Book 30045, Page 1104, Public Records of Broward County, Florida. (Parcels 1 and 2)

10. Covenant Regarding Shared Parking for Lowe's Home Centers, Inc. recorded May 10, 2000 in Official Records Book 30491, Page 1002, Public Records of Broward County, Florida. (Parcels 1 and 2)

11. Intentionally Deleted.

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SCHEDULE B, PART II Exceptions

12. Intentionally Deleted.

13. Utility Easement in favor of the City of Sunrise recorded January 31, 2001 in Official Records Book 31232, Page 692, Public Records of Broward County, Florida. (Parcels 1 and 2)

14. Subject to terms and conditions of unrecorded leases if any including but not limited to unrecorded leases set froth on the Warranty Deed recorded in Official Records Book 29713, Page 172, Public Records of Broward County, Florida. (Parcel 1)

15. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Broward County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 13800 NW 14th Street, Sunrise, FL 33323; Telephone 954-217-1744.

Searched By: Michael Banfield

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT "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:

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 TO THE POINT OF BEGINNING; THENCE NORTH 04°34'58" EAST 461.82 FEET; THENCE SOUTH 85°25'02" EAST 195.80 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; 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 SAID SOUTH LINE; THENCE SOUTH 89°34'58" WEST ALONG SAID SOUTH LINE 221.64 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH: Non-Exclusive Easement(s) for Cross Easements and Parking Rights as set forth and created by that certain Cross Easement and Parking Agreement recorded May 10, 1977 in Official Records Book 7020, page 971, Public Records of Broward County, Florida, over, under and across the lands described therein.

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