

Return to: (enclose self-addressed stamped envelope)

Name: Marla Neufeld, Esq.

Address: 100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309

This Instrument Prepared by:

Marla Neufeld, Esq.
Greenspoon Marder
100 W. Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

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FIRST AMENDMENT
TO EDUCATIONAL MITIGATION AGREEMENT
IN CONNECTION WITH BROWARD COUNTY
LAND USE PLAN AMENDMENT PC 04-2
AS AMENDED BY PCT 13-2

THIS FIRST AMENDMENT TO EDUCATIONAL MITIGATION AGREEMENT ("Amendment") made this 28 of JANUARY, 2013, by **THE CITY OF PEMBROKE PINES**, a municipal corporation, its successors and assigns, with an address of 10100 Pines Boulevard, Pembroke Pines, FL 33026, which shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida, with an address of 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County") and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, with an address of 600 Southeast 3rd Avenue, Fort Lauderdale, Florida 33301 ("School Board").

WITNESSETH:

WHEREAS, the City, through Sun Trust Bank, as Trustee of Pembroke Pines Land Trust, Florida Land Trust Agreement No. 56-02-137-6900246, as the fee simple owner of the entire 146.47 acres of the development known as Pembroke Pines City Center, as more particularly described on Exhibit "A" ("City Center Property"), filed an initial land use application for the City Center Property ("PC 04-2") for the Local Activity Center ("LAC") for 325 townhomes and 425 high-rise units. In connection with PC 04-2, the City entered into an Educational Mitigation Agreement between the City, the School Board, and County recorded in Book 42695, Pages 32-60 of the Official Records of Broward County, Florida which required payment of student station cost factors per dwelling unit ("04 School Agreement"); and

WHEREAS, the second land use application filed by the City for the City Center Property ("PCT 06-1") for the LAC was for 250 additional high-rise residential units. In connection with PCT 06-1, the City entered into an Educational Mitigation Agreement between the City, the School Board,

1

Approved BCC 9/24/13 # 20PH

Submitted By County Attorney

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and County recorded in Book 44153, Pages 647-675 of the Official Records of Broward County, Florida which required payment of student station cost factors per dwelling unit ("06 School Agreement"); and

WHEREAS, the City is the fee simple owner of approximately 11.052 acres located within a portion of the City Center Property, as more particularly described on Exhibit "B" ("RD Pembroke Property"). RD Pembroke Apartments, LLC ("RD Pembroke") is under contract to purchase the RD Pembroke Property from the City; and

WHEREAS, in connection with the City's current land use application for the City Center Property ("PCT 13-2"), the City proposes 275 townhomes, 415 multi-family, and 675 high-rise dwelling units (of which 250 of these dwelling units would be affordable housing units). Of the proposed dwelling units, 365 are considered to be additional dwelling units. These additional units are anticipated to generate 89 additional students (44 elementary, 20 middle, and 25 high) into Broward County Public Schools; and

WHEREAS, 360 of the additional multi-family units and 5 dwelling units previously approved pursuant to PC 04-2 will be located on the RD Pembroke Property. The 365 multi-family units located on the RD Property shall consist of 5 townhomes, 288 garden apartments, and 72 mid-rise units; and

WHEREAS, the County and the City, in conjunction with the School Board, have adopted public school concurrency since approval of the 04 School Agreement and the 06 School Agreement, requiring all new residential development proposals to comply with development review criteria for school concurrency in the County, thus the change in density and residential type will necessitate public school concurrency review either at the plat or site plan (or functional equivalent) stage of review; and

WHEREAS, the City, in conjunction with the School Board, seeks to clarify the assignment of units on the City Center Property to the following entities: Pines City Center Residences Phase I, LLC and Pines City Center Residences Phase II, LLC were assigned 275 townhomes and 425 high-rise units and RD Pembroke Apartments, LLC was assigned 365 multi-family units consisting of 5 townhomes, 288 garden apartments and 72 mid-rise units. The remaining 50 multi-family units (45 units derived from PC 04-2 and 5 units derived from PCT 13-2) and the 250 high-rise affordable housing dwelling units (units derived from PCT 06-1) will be utilized in the future by the City or assigned by the City to another entity at a later date. Upon the City's determination of the type of units for the 50 multi-family units, the City will cause a further amendment to this Amendment to be recorded in the Public Records of Broward County, Florida to clarify the specific type of units for the 50 multi-family units; and

WHEREAS, in connection with the proposed development of 365 multi-family units, the 288 garden apartments and 72 mid-rise units shall be deemed as new additional residential units subject to public school concurrency review as provided in this Amendment, however, mitigation for the 5

townhomes shall be charged and paid pursuant to the 04 School Agreement with an updated minimum per unit cost as provided in this Amendment; and

WHEREAS, as a condition for approval of the current land use application PCT 13-2, the School Board requested the execution and recordation of this Amendment to reflect the change in the school mitigation plan as a result of the additional 365 multi-family units. Upon the adoption of this Amendment, the 04 School Agreement shall be amended and the 06 School Agreement shall no longer apply to the RD Pembroke Property; and

WHEREAS, the City now wishes to amend the 04 School Agreement to reflect the proposed 365 multi-family units on the RD Pembroke Property and its anticipated additional student impact on Broward County Public Schools and the School Board has agreed with the student mitigation plan outlined herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. The recitals set forth above are true and correct and are incorporated into this Amendment by this reference.

2. Development of the RD Pembroke Property is hereby restricted to a maximum 365 multi-family units on the RD Pembroke Property which based upon the current Broward County Student Generation Rates Table attached hereto as Exhibit "C", is anticipated to generate no more than 89 additional students (44 elementary, 20 middle, and 25 high) into Broward County Public Schools. The School Board has issued a School Consistency Review Report in connection with PCT 13-2, dated March 1, 2013, a copy of which is attached hereto as Exhibit "D".

The School Board acknowledges that of the proposed 365 multi-family units, (i) the 288 garden apartments and the 72 mid-rise units shall be subject to public school concurrency review either at the plat or site plan phase of development review to determine the generation of additional students and their impact on Broward County Public Schools, where it is anticipated, that at a minimum, payment of the then current school impact fees for the additional residential units will be required, and (ii) each of the 5 townhome units shall be considered vested for concurrency and will be assessed a minimum mitigation fee of \$2,915 which is the November 2013 Student Station Cost Factor (as provided in the July 2013 update) ("Student Station Cost"). The actual Student Station Cost amount may change from time to time, the actual payment due shall be determined at the time of payment. Said Student Station Cost for each townhome shall be payable upon the application for a building permit for each townhome unit on the RD Pembroke Property.

In the event that the total number of units change from what is represented herein and there is an increase in the number of units or unit type(s) and/or bedroom mix, the City (or the then current owner of the RD Pembroke Property) agrees to provide written notification to the Director of the

Facility Planning and Real Estate Department with the School Board ("Director") or designee, with a copy to the Broward County Planning and Redevelopment Division. The Director, or designee, shall determine the additional students anticipated from any change in the residential type, bedroom mix or increase in residential units beyond the 365 multi-family units contemplated herein and shall notify the City and the County of any further increase in the number of anticipated students. If it is determined upon public school concurrency review that additional students would be generated by the change proposed to the approved development level reflected herein, and that excess permanent capacity would not be available to accommodate the anticipated additional students, the City (or the then current owner) shall then propose additional mitigation for the newly anticipated additional students, subject to the terms and provisions contained in the adopted School Board Growth Management Policy. The City's (or the then current owner's) proposed additional mitigation shall be reviewed by the Director or designee, with a copy to the Broward County Planning and Redevelopment Division. The Director, or designee shall review the proposed additional mitigation in a manner consistent with the School Board Growth Management Policy, and the Director, or designee shall, within thirty (30) days of the submittal, advise the City (or the then current owner) as to the acceptability of the proposed additional mitigation, or provide other options, in writing, that would be acceptable to the School Board. In the event that changes in the overall mix of residential units and/or mix of bedrooms result in a net reduction in the amount of units, no refund of any portion of the school impact and/or mitigation fees shall be due and owing to the City by the County or the School Board, however, the City (or the then current owner) shall not be required to pay any student impact fees that are not owed on the RD Pembroke Property as a result of such reduction in the amount of units.

3. This Amendment shall become effective upon its recording in the Public Records of Broward County, Florida ("Effective Date") and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, their heirs, legal representatives, successors, grantees and assigns until released as provided herein.

4. Upon the Effective Date of this Amendment, the 04 School Agreement shall be amended according to the terms of this Amendment and the 06 School Agreement shall no longer apply to the RD Pembroke Property and the RD Pembroke Property will be released from the terms and conditions of the 06 School Agreement.

5. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by the City, or the then owner(s) of the portion of the RD Pembroke Property affected by such modification, amendment, or release, the County and the School Board.

6. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by

amendment to this Amendment, the parties designate the following as the respective places for giving notice:

For the SCHOOL BOARD:

Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
Facility Planning and Real Estate Department
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301

For COUNTY:

Director, Planning and Redevelopment Division of Broward County
One North University Drive, Suite 102A
Plantation, FL 33324

For CITY:

City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026

7. Any controversies or legal issues arising out of this Amendment and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the

jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, and shall be governed by the laws of the State of Florida.

8. No waiver of any provision of this Amendment shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9. All exhibits attached hereto contain additional terms of this Amendment and are incorporated herein by reference.

10. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as shall reasonably be requested of them in order to carry out this Amendment.

11. This Amendment may be executed in three (3) counterparts, each of which may be deemed to be an original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties of this Amendment. Facsimile copies shall be deemed originals.

12. If any provision of this Amendment is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Amendment, and the balance of the Amendment will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Amendment.

13. The parties hereby agree that the 04 School Agreement as amended by this Amendment remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the 04 School Agreement, the terms of this Amendment shall supersede and control to the extent of such inconsistency

[See Following Page for Signatures]

Witnesses:

Signature

Print Name

Signature

Print Name

CITY OF PEMBROKE PINES

By:

(Signature)

Print Name: Charles F. Dodge

Title: City Manager

Dated:

11/25/13

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APPROVED AS TO FORM

By:

City Attorney

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of Nov, 2013, by Charles F. Dodge as City Manager of THE CITY OF PEMBROKE PINES.

He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____

(Seal)

NOTARY PUBLIC:

Print Name: Martha M. Skiles

My commission expires:



Witnesses:

André Morrell
Signature
ANDRÉ MORRELL

Print Name

Mary Anne Darby
Signature
MARY ANNE DARBY

Print Name

ATTEST:

[Signature]
County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of Broward County

**BROWARD COUNTY, THROUGH ITS
BOARD OF COUNTY
COMMISSIONERS**

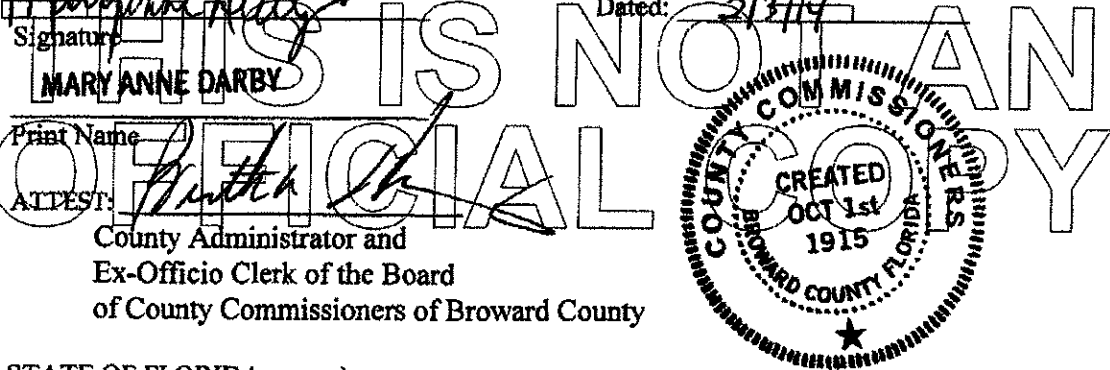
By:

[Signature]
(Signature)

Print Name: Barbara Sharief

Title: Mayor

Dated: 2/3/14



STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Barbara Sharief The foregoing instrument was acknowledged before me this 3 day of February 2014,
by Kristin Jacobs, as Mayor of BROWARD COUNTY.

He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Deston Heaven
Commission # DD987909
Expires: MAY 03, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC: [Signature]

Print Name: **DESTON HEAVEN**

My commission expires:

Approved as to form: [Signature]

County Attorney

Malte Azcoitia

Witnesses:

Pauline E. White
Signature
PAULINE E. WHITE

Print Name

Genevieve Ponce
Signature
GENEVIEVE PONCE

Print Name

Robert Levine
ATTEST: Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: *Patricia Good*

(Signature)

Print Name: Patricia Good

Title: School Board Chair

Dated: 1/22/2014

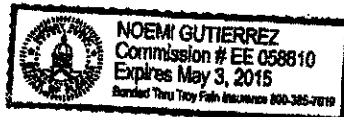
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of January, 2014,
by ~~Laurie Rich Levinson~~ as the Chair of THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA. Patricia Good

He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



NOTARY PUBLIC: *Noemi Gutierrez*

Print Name: NOEMI GUTIERREZ

My commission expires: May 3, 2015

Approved as to form: *Patricia Good* 12/9/13
School Board General Counsel

LEGAL DESCRIPTION
PARCEL 1:

Portions of Tracts 35-43 and 54-60, Section 18, Township 51 South, Range 41 East of "The Everglades Sugar & Land Co. Subdivision", according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Miami - Dade County, Florida, said portions described as follows:

Begin at the Northeast corner of Parcel "A" "PINES LAKE COMMERCIAL CENTER", according to the plat thereof as recorded in Plat Book 161, Page 31, of the Public Records of Broward County, Florida (P.O. B. #1); thence along a line parallel with and 100.00 feet South of the North line of the South half (S 1/2) of said Section 18, also being the South right of way line of Pines Boulevard as described in Deed Book 173, Page 441 and Deed Book 634, Page 183 of said Public Records of Broward County, Florida, North 87° 49' 48" East 2552.54 feet to the Westerly line of a 120 foot Florida Power & Light Company Easement as described in Official Records Book 2222, Page 704, of said Public Records of Broward County, Florida; thence along said Westerly line, South 32° 14' 16" West 1751.20 feet to the Northeast corner of Parcel "A", Pines Central Park, according to the plat thereof as recorded in Plat Book 168, Page 21 of said Public Records of Broward County, Florida; thence along the North line of said Parcel "A" North 86° 15' 29" West 764.98 feet to the Northerly most Northwest corner of said Parcel "A", thence along the Northerly prolongation of a Westerly line of said Parcel "A", North 17° 18' 09" East 128.08 feet; thence South 87° 49' 48" West 973.00 feet; thence North 01° 46' 39" West 177.23; thence North 87° 49' 48" East 127.02 feet to the Southerly prolongation of the East line of said Parcel "A" of "PINES LAKE COMMERCIAL CENTER"; thence along said Southerly prolongation and said East line, North 02° 10' 12" West 1068.04 feet to the Point of Beginning.

Together with:

Portions of Tracts 33-36 and 58-64, Section 18, Township 51 South, Range 41 East of "The Everglades Sugar & Land Co. Subdivision", according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Miami - Dade County, Florida, said portions described as follows:

Begin at the Southwest corner of Parcel "A" "PEMBROKE PINES CITY HALL PLAT", according to the plat thereof as recorded in Plat Book 136, Page 23, of the Public Records of Broward County, Florida (P.O.B. #2); thence along the South line of said Tract "A" North 87° 52' 43" East 976.49 feet to the Southeast corner of said Tract "A"; thence along a line parallel with and 100.00 feet West of the East line of the Southeast Quarter (SE 1/4) of said Section 18, South 02° 07' 17" East 1421.17 feet to a line parallel with and 50.00 feet North of the South line of said Southeast Quarter (SE 1/4), also being the North right of way line of Washington Street as described in Deed Book 634, Page 183, of said Public Records of Broward County, Florida; thence along said parallel line, South 87° 49' 35" West 1985.51 feet to the Easterly line of a 160 foot Florida Power & Light Company Easement as described in Official Records Book 222, Page 552, of said Public Records of Broward County, Florida; thence along said Easterly line, North 32° 14' 01" East 1723.66 feet to the Westerly prolongation of said South line of Tract "A";

thence along said Westerly prolongation, North 87° 52' 43" East 36.34 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

PARCEL 2: (FP&L Easement Property)

That portion of land described in Official Records Book 2222, Page 704, Official Records Book 2222, Page 552 and Official Records Book 1192, Page 114, all of the Public Records of Broward County, Florida, lying South of South right of way line of Pines Boulevard as described in Deed Book 173, Page 441 and Deed Book 634, Page 183, of said Public Records and lying North of the North right of way line of Washington Street as described in Deed Book 634, Page 183, of said Public Records, said portion of land more particularly described as follows:

Begin at the Northwest corner of Tract "A", PEMBROKE PINES CITY HALL FLAT, according to the plat thereof as recorded in Plat Book 136, Page 23, of said Public Records; thence along the Westerly line of said Tract "A", and the Southwesterly extension thereof South 32 degrees 14 minutes 04 seconds West 3018.92 feet to said North right of way line of Washington Street, said North right of way line being 50.00 feet North of the South line of the Southeast quarter (SE 1/4) of Section 16, Township 51 South, Range 41 East; thence along said North right of way line, South 87 degrees 49 minutes 35 seconds West 376.19 feet to the Southeast corner of Tract A, F.P. & L. Hollybrook Substation, according to the plat thereof as recorded in Plat Book 120, Page 42, of said Public Records; thence along the Easterly line of said Tract "A", along the Easterly line of Parcel "A", Pines Central Park, according to the plat thereof as recorded in Plat Book 168, Page 21, of said Public Records and along the Northwesterly extension thereof, North 32 degrees 14 minutes 10 seconds East 3019.00 feet to said South right of way line of Pines Boulevard, said South right of way line being 100.00 feet South of the North line of the South half (S 1/2) of said Section 18; thence along said South right of way line, North 87 degrees 49 minutes 48 seconds East 375.91 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

EXHIBIT "B"**RD PEMBROKE PROPERTY**

A PORTION OF PARCEL "A", PEMBROKE PINES CITY CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 176, PAGES 36 THROUGH 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID PARCEL "A", SAID POINT BEING ALSO LOCATED ON THE SOUTH RIGHT OF WAY LINE OF PINES BOULEVARD; THENCE S82°10'12"E ON A WESTERLY LINE OF SAID PARCEL "A" FOR A DISTANCE OF 478.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING ALSO ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND WHOSE RADIUS POINT BEARS 801°12'12"W; THENCE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 272.67 FEET THROUGH A CENTRAL ANGLE OF 29°15'08", AN ARC DISTANCE OF 114.99 FEET TO A POINT OF TANGENCY; THENCE S57°47'14"E A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 21.25 FEET THROUGH A CENTRAL ANGLE OF 10°05'20", AN ARC DISTANCE OF 3.74 FEET TO A POINT OF TANGENCY; THENCE S54°07'07"E A DISTANCE OF 28.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 24.39 FEET THROUGH A CENTRAL ANGLE OF 20°47'30", AN ARC DISTANCE OF 6.89 FEET TO A POINT OF COMPOUND CURVE WITH A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 46.87 FEET THROUGH A CENTRAL ANGLE OF 10°10'54", AN ARC DISTANCE OF 73.51 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 31.59 FEET THROUGH A CENTRAL ANGLE OF 34°40'15", AN ARC DISTANCE OF 48.37 FEET TO A POINT OF NON-TANGENCY; THENCE S52°11'14"E A DISTANCE OF 61.82 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE S81°11'28"E THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 17.59 FEET THROUGH A CENTRAL ANGLE OF 62°02'10", AN ARC DISTANCE TO A POINT OF TANGENCY; THENCE N87°51'09"E A DISTANCE OF 206.16 FEET; THENCE S82°08'40"E A DISTANCE OF 5.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS 508°40'47"W; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 32.50 FEET THROUGH A CENTRAL ANGLE OF 79°02'11", AN ARC DISTANCE OF 44.94 FEET TO THE POINT OF TANGENCY; THENCE S82°17'01"E A DISTANCE OF 32.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 65.50 FEET THROUGH A CENTRAL ANGLE OF 44°51'50", AN ARC DISTANCE OF 51.29 FEET TO THE POINT OF TANGENCY; THENCE S47°08'51"E A DISTANCE OF 36.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 65.50 FEET THROUGH A CENTRAL ANGLE OF 44°56'55", AN ARC DISTANCE OF 51.38 FEET TO A POINT OF TANGENCY; THENCE N87°54'14"E A DISTANCE OF 17.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 19.50 FEET THROUGH A CENTRAL ANGLE OF 89°58'55", AN ARC DISTANCE OF 36.61 FEET TO A POINT OF TANGENCY; THENCE S82°08'51"E A DISTANCE OF 78.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 19.50 FEET THROUGH A CENTRAL ANGLE OF 15°25'04", AN ARC DISTANCE OF 6.27 FEET TO A POINT OF NON-TANGENCY; THENCE S82°08'51"E A DISTANCE OF 280.91 FEET; THENCE S47°07'37"E A DISTANCE OF 25.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS 525°17'57"E; THENCE EASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11.22 FEET THROUGH A CENTRAL ANGLE OF 91°37'01", AN ARC DISTANCE OF 17.93 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 49.00 FEET THROUGH A CENTRAL ANGLE OF 27°37'35", AN ARC DISTANCE OF 23.62 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET THROUGH A CENTRAL ANGLE OF 10°29'10", AN ARC DISTANCE OF 5.12 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE S87°49'48"W ON SAID SOUTHERLY LINE A DISTANCE OF 816.53 FEET; THENCE N62°10'12"W ON THE WESTERLY LINE OF SAID PARCEL "A" AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 767.26 FEET TO THE POINT OF BEGINNING SAID LANDS LYING IN CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAINING 481,416 SQUARE FEET (11.052 ACRES) MORE OR LESS.

EXHIBIT "C"**BROWARD COUNTY STUDENT GENERATION RATES TABLE****BROWARD COUNTY STUDENT GENERATION RATES SCHEDULE
(Adopted per Broward County Ordinance 2008-11)**

| Dwelling Type | Bedrooms | Elementary | Middle | High | Total |
|--------------------------------|-----------|------------|--------|-------|-------|
| Single Family | 3 or less | 0.175 | 0.077 | 0.096 | 0.348 |
| Homes | 4 or more | 0.240 | 0.124 | 0.140 | 0.504 |
| | Average | 0.225 | 0.113 | 0.129 | 0.467 |
| Townhouse, Duplex, Villa | 1 or less | 0.028 | * | * | 0.028 |
| | 2 | 0.056 | 0.026 | 0.034 | 0.117 |
| | 3 or more | 0.126 | 0.061 | 0.084 | 0.271 |
| | Average | 0.106 | 0.051 | 0.070 | 0.227 |
| Garden | 1 or less | 0.055 | 0.023 | 0.029 | 0.106 |
| Apartment | 2 | 0.093 | 0.039 | 0.053 | 0.185 |
| | 3 or more | 0.120 | 0.055 | 0.069 | 0.244 |
| | Average | 0.093 | 0.040 | 0.052 | 0.185 |
| Mid Rise | Average | 0.027 | 0.011 | 0.008 | 0.046 |
| High-Rise | Average | 0.002 | 0.001 | 0.001 | 0.004 |
| Mobile Home | 1 or less | * | * | * | * |
| | 2 | 0.084 | 0.083 | * | 0.167 |
| | 3 or more | 0.182 | 0.182 | * | 0.364 |
| | Average | 0.084 | 0.083 | * | 0.167 |

* No students were observed in the sample.

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EXHIBIT "D"

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SCHOOL CAPACITY AVAILABILITY DETERMINATION

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The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE

SBBC-1014-2011
County No: PCT 13-2
Pembroke Pines City Center LAC

March 1, 2013

Growth Management
Public Management and Services Department
800 SE 3rd Avenue, 8th Floor
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SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

[illegible]

Students generated are based on the student generation rates contained in the currently adopted Beverly County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional areas of charter school enrollment is used to project future charter school enrollment by school level. Districts. For more information, <http://www.broward.k12.fl.us/data/EnrollmentProj.shtml>. The annual breakeven day of school enrollment is used to apply traditional charter school enrollment to traditional school enrollment.

PLANNED AND FUNDED IMPROVEMENTS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)

| School(s) | Description of Improvements |
|---------------------------|-----------------------------|
| Pine Lakes Elementary | None |
| Pine Middle | None |
| Flanagan, Charles W. High | None |
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PLANNED IMPROVEMENTS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 9 - 10)

| School Level | Comments |
|--------------|--|
| Elementary | Elementary Schools (F3 and F5); Classroom Additions - Coconut Palm: 12; Coral Cove: 9; Lakeside: 9; Pembroke Lakes: 2; Silver Lakes: 6; Silver Palms: 10; Silver Shores: 8; and Sunshine: 10 |
| Middle | Middle School NN; Classroom Additions - Glades 24; Pioneer: A 1,700 students capacity replacement school; and Silver Trail: 36 |
| High | None |

Comments

Information contained in the application indicates that the approximately 146.37 acre site is generally located on the west side of Palm Avenue between Pines Boulevard and Washington Street in the City of Pembroke Pines. The current land use designation for the site is Local Activity Center (LAC). Current land use designation allows 675 townhouse and 325 townhouse (all three or more bedrooms) units, which generates 91 students (42 elementary, 24 middle, and 25 high). The applicant proposes 275 townhouse (all three or more bedrooms), 415 garden apartment (all three or more bedrooms), and 675 high-rise/apartment units by keeping the land use designation as LAC, which are anticipated to generate 193 students (88 elementary, 41 middle and 63 high). Therefore, the proposed additional units will generate 69 additional students (44 elementary, 20 middle, 25 high) into Broward County Public Schools. The initial application (PC 04-2) for the LAC site was for 325 townhouse (all three or more bedrooms) and 425 high-rise units and is subject to a tri-party agreement which requires payment of student station cost factors per dwelling unit. Thereafter, the City added 258 additional high-rise residential units to the site via application PC 08-1, which is also subject to another tri-party agreement and requires payment of student station cost factors per dwelling unit. This application was reviewed based on its location in the School District's Long Range Planning Areas, and Very Long Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2012-13 school year are Pine Lakes Elementary, Pines Middle, and Charles F. Brannan High. Based on the District Public School Concurrency Planning Document, Pine Lakes Elementary and Pines Middle School are operating below the adopted LOS of 100% of their capacities in the 2012-13 school year. However, Charles F. Brannan High School is operating above the adopted LOS of 100% of its capacity (currently at 102-9%) in the 2012-13 school year. Incorporating the cumulative students anticipated from approved and pending developments anticipated to be built within the next three years (2012-13 - 2014-15), Pine Lakes Elementary and Pines Middle Schools are expected to operate below the adopted LOS of 100% through the 2014-15 school year. However, Charles F. Brannan High School is expected to operate above the adopted LOS of 100% of its capacity through the 2014-15 school year. It should be noted that the school capacity of Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2012-13 - 2016-17. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2012-13 school year are depicted above.

Capital improvements scheduled in the long range section (2017-18 to 2021-22) of the currently Adopted DEFP Fiscal Years 2012-13 - 2016-17 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "F" and the elementary, middle and high schools currently serving Planning Area "F" and their cumulative twentieth day student enrollments, permanent capacities and ten-year student enrollment projections are depicted herein. Therefore, Planning Area "F" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Areas.

Please be advised that the mitigation for the student impact anticipated from previously approved applications PC 04-2 and PC 08-1 are addressed in the Educational Mitigation Agreements between Broward County, the City of Pembroke Pines, and the School Board of Broward County, Florida. Since the application for LUPA PCT 13-2 adds more residential units to the LAC site, the existing Agreements must be amended to address the anticipated students from the proposed additional units. Therefore, staff recommends that approval of LUPA PCT 13-2 should be conditioned upon amendment of the Agreements to address students anticipated from additional units proposed.

Also, be advised that if approved, the units from this project will be subject to a public school concurrency review at the plot, site plan (or functional equivalent) phase of development review, whichever comes first.

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The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-1014-2011

Reviewed By:

Signature

Mohammed Rasheduzzaman, AICP

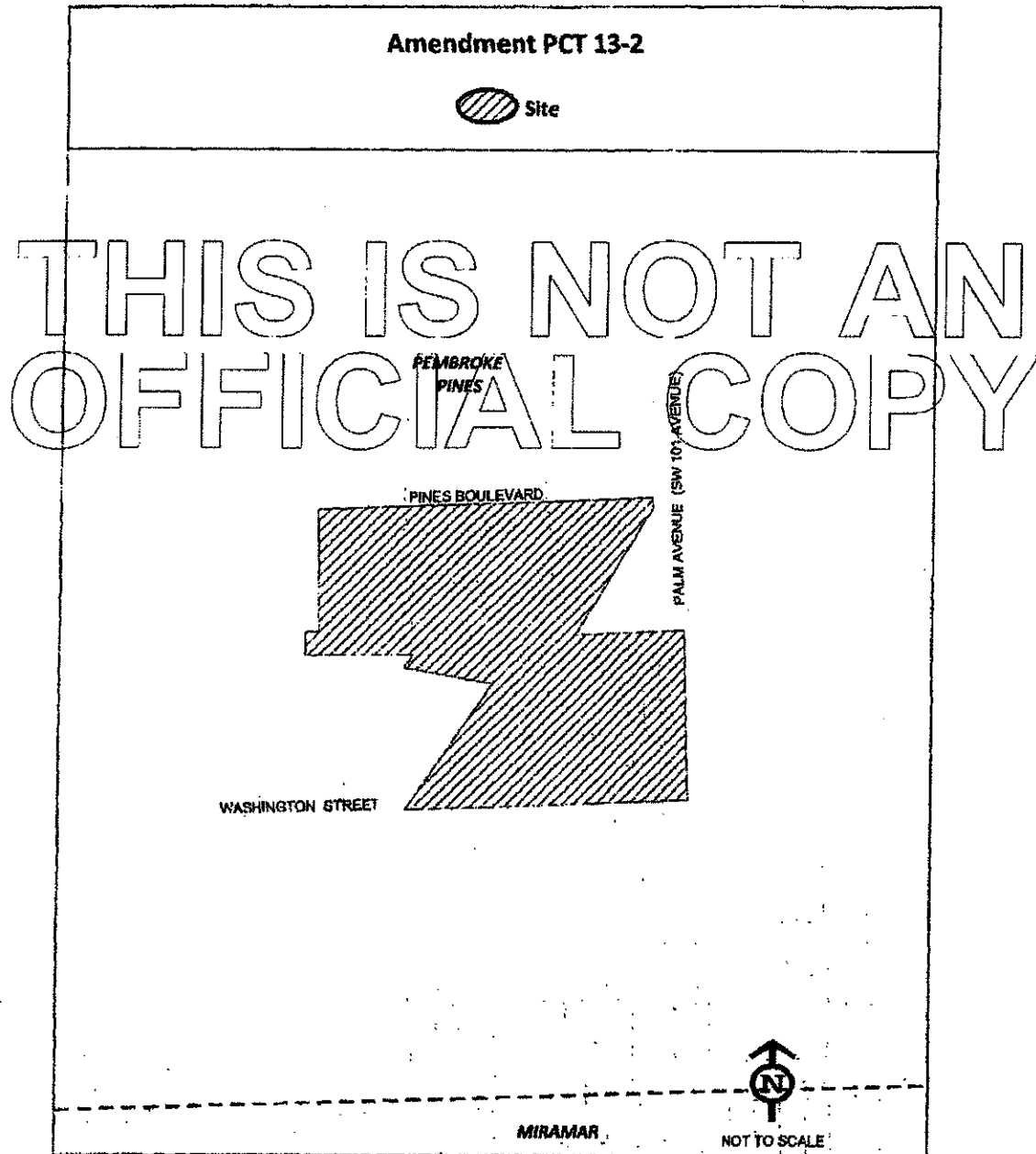
Name

Planner

Title

Date
March 1, 2015

School Consistency Review Report - Prepared by the Portfolio Management and Strategic Department - The School Board of Broward County, Florida



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