



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

LL-1.

MEETING DATE

2018-11-07 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

LL. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Facility Planning and Real Estate

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Second Amendment to the Educational Mitigation Agreements - Broward County Land Use Text Amendment PCT 04-2

REQUESTED ACTION:

Approve the Second Amendment to the Educational Mitigation Agreements in connection with Broward County Land Use Text Amendment PCT 04-2 as amended by PCT 06-1, PCT 13-2, PCT 16-2 and PC 17-4/PCT 17-2 as proposed by the City of Pembroke Pines.

SUMMARY EXPLANATION AND BACKGROUND:

Approval of the Second Amendment to the Educational Mitigation Agreements in connection with Broward County Land Use Text Amendment PCT 04-2, as amended by PCT 06-1, PCT 13-2, PCT 16-2 and PC 17-4/PCT 17-2 is being requested by the City of Pembroke Pines to enable the inclusion of 374 additional multi-family residential units.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel and will be signed by Broward County after School Board approval.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☒ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is an estimated \$418,124 (\$148,022 above the school impact fees due for the units) positive financial impact to the District from the payment of mitigation fees due as delineated in the Agreement.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Second Amendment to Educational Mitigation Agreements (4) Executed and Recorded Educational Mitigation Agreements

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu

Phone: 754-321-2162

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

10/15/2018, 2:53:10 PM

Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ LMB/COA/MR:lh

Approved In Open
Board Meeting On:

NOV 07 2018

By:

Nora Ruper
School Board Chair

Continuation of Summary Explanation and Background

The purpose of this second amendment is to enable the inclusion of 374 additional multi-family (reviewed as 288 garden apartments) residential units proposed (via Land Use Plan Amendment PC 17-4/PCT 17-2) in the City's Regional Activity Center (RAC).

In 2004, the City of Pembroke Pines entered into an Educational Mitigation Agreement ("2004 Agreement") with Broward County and The School Board of Broward County, Florida (SBBC) for Land Use Text Amendment PCT 04-2 to allocate 750 residential units (325 townhouse and 425 high-rise) in the Local Activity Center (LAC). Subsequently, in 2006, the City of Pembroke Pines entered into another Educational Mitigation Agreement ("2006 Agreement") with Broward County and SBBC for Land Use Text Amendment PCT 06-1 to allocate 250 additional high-rise residential units within the LAC. Both the 2004 Agreement and the 2006 Agreement call for payment of per dwelling unit cost based on the amount calculated using applicable Student Station Cost Factors published by the State of Florida. In 2013, the City of Pembroke Pines added 365 additional multi-family (5 townhomes, 288 garden apartments, and 72 mid-rise) residential units on an 11.052 acre site via Land Use Text Amendment PCT 13-2 within the previously approved LAC. To address the impact of the additional students, the City of Pembroke Pines entered into the First Amended Educational Mitigation Agreement in 2014 with Broward County and SBBC. Thereafter, in 2016, the City of Pembroke Pines added 476 additional multi-family (450 garden apartment and 26 high-rise) units in the LAC. In 2017, the City of Pembroke Pines entered into the Amended Educational Mitigation Agreement with Broward County and SBBC to address the impact of additional students.

Subsequently, in 2017, the City of Pembroke Pines allocated an additional 374 multi-family residential (all garden apartment) units within the LAC and changed the land use designation to Regional Activity Center via LUPA PC 17-2/PCT 17-4. On September 17, 2018, the City of Pembroke Pines approved the Second Amendment to the Educational Mitigation Agreement in connection with Broward County Land Use Text Amendment PCT 04-2 as amended by PCT 06-1, PCT 13-2, PCT 16-2, and PCT 17-4. Upon SBBC approval, the Second Amendment to the Educational Mitigation Agreements in connection with Broward County Land Use Text Amendment PCT 04-2 as amended by PCT 06-1, PCT 13-2, PCT 16-2, and PC 17-4/PCT 17-2 will be transmitted to Broward County for its formal action; and upon its approval will become effective.

Executive Summary

Second Amendment to the Educational Mitigation Agreements - Broward County Land Use Text Amendment PCT 04-2

The City of Pembroke Pines Local Activity Center (LAC) PCT 04-2 consists of approximately 146.37 acres and is located on the west side of Palm Avenue between Pines Boulevard and Washington Street in the City of Pembroke Pines. In 2004, the City of Pembroke Pines proposed a land use change from Employment Center-High to LAC to permit the development of 750 residential (325 townhouse and 425 high-rise) units on the site. The District's review of the proposal indicated that the development would generate an additional 115 students (63 elementary, 23 middle, and 29 high school), and the per capita impact of the project was critically overcrowded. District staff applied credit for 23 middle school students based on the funded capital improvements scheduled for the middle school. As a result, the City of Pembroke Pines agreed to mitigate the impact of 92 students (63 elementary and 29 high school) by paying the applicable Florida Student Station Cost Factors translated into a per dwelling unit cost.

Subsequently in 2005, the City of Pembroke Pines allocated an additional 250 high-rise units on the site via Land Use Text Amendment PCT 06-1. These additional units were anticipated to generate 16 additional students (11 elementary, 2 middle, and 3 high school), and the pertinent elementary and high schools affected by the project were critically overcrowded. As a result, the City of Pembroke Pines agreed to mitigate the impact of 16 students (11 elementary, 2 middle, and 3 high school) by paying the applicable Florida Student Station Cost Factors translated into per dwelling unit cost.

In 2013, the City of Pembroke Pines allocated an additional 365 multi-family residential (5 townhomes, 288 garden apartments, and 72 mid-rise) units on an 11.052-acre site within the LAC via LUPA PCT 13-2. These additional units were anticipated to generate a maximum 89 additional students (44 elementary, 20 middle, and 25 high school) into Broward County Public Schools.

To enable legal enforcement of the mitigation commitment, the City of Pembroke Pines entered into Educational Mitigation Agreements (for LUPA PC 04-2 and LUPA PCT 06-1) with The School Board of Broward County, Florida (SBBC) and the Broward County Board of Commissioners in 2006 and 2007 respectively. Subsequently, in 2014, the City of Pembroke Pines entered into a First Amended Educational Mitigation Agreement (for LUPA PCT 13-2) with SBBC and the Broward County Board of Commissioners to address the student impact of the additional 365 multi-family residential (5 townhomes, 288 garden apartments, and 72 mid-rise) units added via LUPA PCT 13-2.

In 2015, the City of Pembroke Pines allocated an additional 476 multi-family residential (450 garden apartment and 26 high-rise) units within the LAC via LUPA PCT 16-2. These additional units were anticipated to generate a maximum of 193 additional students (87 elementary, 51 middle, and 55 high school) into Broward County Public Schools. Thereafter, in 2017, the City of Pembroke Pines entered into an Amended Educational Mitigation Agreement (for LUPA PCT 16-2) with SBBC and the Broward County Board of Commissioners to address the student impact of 476 multi-family residential units.

Subsequently, in 2017, the City of Pembroke Pines allocated an additional 374 multi-family residential (all garden apartment) units within the site of the LAC and changed the land use designation of the site to Regional Activity Center (RAC) via LUPA PC 17-2/PCT 17-4. These additional units were anticipated to generate a maximum of 160 additional students (72 elementary, 42 middle, and 46 high school) into Broward County Public Schools. The impact of the 160 additional students will be addressed consistent with the procedures outlined in the Second Amendment to the Educational Mitigation Agreements in connection with Broward County Land Use Text Amendment PCT 04-2 as Amended by PCT 06-1, PCT 13-2, PCT 16-2, and PC 17-2/PCT 17-4 (Exhibit 3).

Return to: (enclose self-addressed stamped envelope)

Name: Marla Neufeld, Esq.

Address: 200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Marla Neufeld, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd, Suite 1800
Fort Lauderdale, Florida 33301

INSTR # 115697465

Recorded 03/26/19 at 01:04 PM
Broward County Commission
26 Page(s)
Mtg Doc Stamps: \$0.00
Int Tax \$0.00
#1

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NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

AMENDMENT TO
EDUCATIONAL MITIGATION AGREEMENTS
IN CONNECTION WITH BROWARD COUNTY
LAND USE TEXT AMENDMENT PCT 04-2, PCT 06-1, PCT 13-2, and PCT 16-2, AS
AMENDED BY PC 17-4/PCT 17-2

THIS AMENDMENT TO EDUCATIONAL MITIGATION AGREEMENTS ("2018 Amendment") made this 5 of March, 2018, and entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation, its successors and assigns, with an address of 10100 Pines Boulevard, Pembroke Pines, FL 33026, ("City"),

AND

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, a body corporate and political subdivision of the State of 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 plan text amendment application for the City Center Property ("PCT 04-2") to create the Pembroke Pines City Center Local Activity Center ("LAC") for 325 townhomes and 425 high-rise units. In connection with

PCT 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 the higher of student station cost factors fees or school impact fees per dwelling unit ("2004 School Agreement"); and

WHEREAS, the second land use plan text amendment application filed by the City for the City Center Property ("PCT 06-1") added 250 additional high-rise units. In connection with PCT 06-1, the City entered into an Educational Mitigation Agreement between the City, the School Board, and County recorded in Book 44153, Pages 647-675 of the Official Records of Broward County, Florida which required payment of the higher of student station cost factors fees or school impact fees ("2006 School Agreement"); and

WHEREAS, since approval of the 2004 School Agreement and the 2006 School Agreement, the County and the City, in conjunction with the School Board, have adopted public school concurrency regulations which require all new residential development to comply with development review criteria for public school concurrency which will necessitate public school concurrency review either at the plat or site plan (or functional equivalent) stage of development review; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that no application for a building permit shall be accepted by the County or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the County; and

WHEREAS, the third land use plan text amendment application filed by the City for the City Center Property ("PCT 13-2") amended the LAC to allow a total of 1,365 dwelling units consisting of 275 townhomes, 415 multi-family, and 675 high-rise dwelling units (of which 250 high rise units would be affordable housing units). In connection with PCT 13-2, the City entered into the First Amendment to Educational Mitigation Agreement between the City, the School Board, and County recorded in Book 50522, Pages 1173-1194 of the Official Records of Broward County, Florida which required that the 365 dwelling units added by PCT 13-2 pay the higher of student station cost factors fees or school impact fees per dwelling unit ("2013 School Agreement"); and

WHEREAS, a fourth land use plan text amendment filed by the City for the City Center Property ("PCT 16-2") and approved by the Broward County Board of County Commissioners further added 476 residential dwelling units to the LAC consisting of 450 multi-family market rate units (reviewed as garden apartment) and 26 high rise affordable housing units ("16-2 Units") resulting in a total of 1,841 dwelling units consisting of 701 high-rise dwelling units (276 of which shall be affordable housing units), 275 townhomes, and 865 multi-family units (415 reviewed as mid-rise and 450 reviewed as garden apartment); and

WHEREAS, in connection with PCT 16-2, the City entered into an Amendment to Educational Mitigation Agreement between the City, the School Board, and County recorded in Instrument 114601069 of the Official Records of Broward County, Florida which required that the 776 unassigned dwelling units which include the additional 476 dwelling units allowed by PCT 16-2, are subject to the higher of student station cost factors fees or school impact fees per dwelling unit ("2017 School Agreement"); and

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WHEREAS, of the 1,841 dwelling units allowed by PCT 04-2, PCT 06-1, PCT 13-2, and PCT 16-2, 1,452 were assigned to proposed development leaving 389 high-rise unassigned previously approved units ("Previously Approved Units"), that are subject to the higher of student station cost factors fees or school impact fees per dwelling unit pursuant to the 2017 School Agreement; and

WHEREAS, following the 2017 School Agreement, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment (LUPA) PC 17-4 ("PC 17-4") and Broward County Land Use Text Amendment PCT 17-2 ("PC 17-4/PCT 17-2"), designating a Regional Activity Center ("RAC") in the City. PC 17-4 and PCT 17-2 added 374 high-rise units into the RAC ("PC 17-4/PCT 17-2 New Units"). In order to add the PC 17-4/PCT 17-2 New Units and additional land area into the LAC, the LAC was re-designated to RAC; and

WHEREAS, City has agreed to mitigate the impact of students anticipated from the development of the PC 17-4/PCT 17-2 New Units in the RAC pursuant to this 2018 Amendment as well as to continue to mitigate the impacts of the Previously Approved Units pursuant to 2004 School Agreement, 2006 School Agreement, 2013 School Agreement, and 2017 School Agreement; and

WHEREAS, for purposes of this 2018 School Agreement, the remaining undeveloped units shall include the Previously Approved Units (389 high-rise units), and the PC 17-4/PCT 17-2 New Units (374 high-rise units), for a total of 763 high-rise units (collectively, "Remaining Units"); and

WHEREAS, the School District's Facility Planning and Real Estate Department issued a School Consistency Review Report (SBBC-1014-2011) in connection with LUPA PC 17-4/PCT 17-2 dated December 8, 2016, a copy is attached hereto as **Exhibit "B"**.

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

1. The foregoing recitals set forth above are true and correct and are incorporated herein by this reference.
2. The City, County and School Board do hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the 2004 School Agreement, 2006 School Agreement, 2013 School Agreement, and 2017 School Agreement.
3. This 2018 Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the 2004 School Agreement, 2006 School Agreement, 2013 School Agreement, and 2017 School Agreement.
4. The City, County and School Board acknowledge and approve the PC 17-4/PCT 17-2 New Units within the RAC as specified in the County approved Land Use Plan Amendment PC 17-4/PCT 17-2. Any application for Remaining Units shall be subject to the imposition of educational mitigation in the manner set forth in 2004 School Agreement, 2006 School Agreement, 2013 School Agreement, the 2017 School Agreement and this 2018 Amendment.

The City shall require that all Remaining Units (a) be assessed the higher of student station cost factor fees, or school impact fees, consistent with the terms of this 2018 Amendment, on a site specific project basis the actual amount due shall be determined at time of payment; (b) monitor and make certain that development within the RAC will be built as specified herein for residential type and mix, and (c) as otherwise may be required to comply with this 2018 Amendment.

5. Based on the currently effective Student Generation Rates contained in the Broward County Land Development Code (BCLDC) Table attached hereto as **Exhibit "C"**, the Remaining Units are anticipated to generate a total of 16 students consisting of 8 elementary school students, 3 middle school students and 5 high school students into Broward County Public Schools.

6. The City shall provide written notification to the Director of the School Board Facility Planning and Real Estate Department or their designee ("Director") as provided herein, upon site plan or plat approval of any residential project authorized pursuant to Amendment PC 17-4/PCT 17-2. Notification shall include project location and number and type of units approved in the site plan or plat and shall be confirmed by the City at the time of a building permit is issued.

7. Prior to the issuance of a building permit for construction of a Remaining Unit, the City shall verify that the owner, applicant and/or developer has paid the applicable student mitigation fees or impact fees for the residential units being permitted as set forth herein. Failure to verify and ensure payment of the student mitigation fees prior to issuance of a building permit shall constitute a default of this 2018 Amendment. Nothing herein shall waive or affect the right of the County and/or School Board to otherwise require the City to comply with the conditions of Amendment PC 17-4/PCT 17-2 or this 2018 Amendment by any remedy provided by law or equity.

8. The student station cost factors fees per dwelling unit for each of the Remaining Units within the RAC shall be an amount derived from the cost per student station using the current Student Station Cost Factors as determined, published and amended by the State of Florida for elementary, middle, and high school students, and the associated per dwelling unit cost as calculated by the School Board. Based on the calculation utilizing the State of Florida Student Station Cost Factors, published July 2018 and attached hereto as **Exhibit "D"**, the per dwelling unit cost for the Remaining Units would be \$544.00 for August 2018, which amount may change from time to time. In no event shall the student station cost factors fees assessed per dwelling unit be less than the applicable Educational Impact Fee for the type of unit and the actual amount due shall be determined at the time of payment.

9. 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 a change in unit type(s) and/or bedroom mix, the City or the then current owner agrees to provide written notification to the Director, with a copy to the Broward County Planning and Development Management 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 Remaining 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 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 the n propose additional mitigation for the newly anticipated additional students consistent with the terms of this 2018 Amendment and subject to the terms and provisions contained in the adopted School Board Growth Management Policy. 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.

10. EFFECTIVE DATE. This 2018 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.

11. NOTICE. 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 2018 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 Development Management 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

14. SEVERABILITY. If any provision of this 2018 Amendment is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the 2018 Amendment, and the balance of the 2018 Amendment will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the 2018 Amendment.

15. RELEASE. When all of the obligations set forth herein are fully paid and performed, County and the School Board, at the request of City or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel the payment of the student station per dwelling unit cost fees, the applicable County school impact fee and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.

16. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this 2018 Amendment and any action involving the enforcement or interpretation of any such rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

17. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this 2018 Amendment are for convenience and reference only and in no way define, describe, extend, or limit the scope of this 2018 Amendment, nor the intent of any provisions hereof.

18. NO WAIVER. No waiver of any provisions of this 2018 Amendment shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. EXHIBITS. All Exhibits attached hereto contain additional terms of this 2018 Amendment and are incorporated herein by reference.

20. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this 2018 Amendment.

21. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared

with the same or similar formality as this 2018 Amendment and executed by the County, City, and School Board.

22. COUNTERPARTS. This 2018 Amendment may be executed in three (3) counterparts, each of which may be deemed to be an original, and all of which together will constitute one and the same instrument.

23. RECORDING. The City agrees to record this 2018 Amendment in the Broward County Public Records, at its expense.

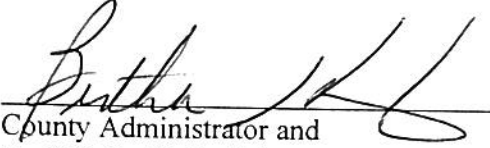
IN WITNESS WHEREOF, the parties have made and executed this 2018 Amendment on the respective dates under each signature: County, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 5 day of March, 2018, School Board, signing by and through its Chair, authorized to execute same by Board action on the 7 day of November, 2018, and City, signing by and through its City Manager duly authorized to execute same on the 4 day of October, 2018.

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WITH SIGNATURE PAGES FOLLOWING.]

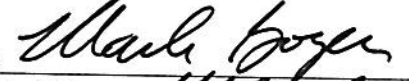
[See Following Page for Signatures]

COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

By: 
Printed Name: MARK BOYER
Title: Mayor

5 day of March, 2018



Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

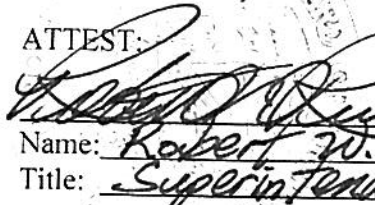
By:  **Maite Azcoitia**
Assistant County Attorney

20 day of December 2018

SCHOOL BOARD

(Corporate Seal)

ATTEST:


Name: Robert W. Runcie
Title: Superintendent

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By:

Nora Rupert
Name: Nora Rupert
Title: Chair

7th day of November, 2018


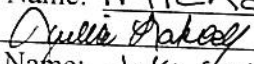
Approved as to Form:

By:


Barbara J. Myrick
Barbara J. Myrick, Jrs General Counsel
3 day of OCTOBER, 2018

CITY


WITNESSES:


Print Name: Michelle Dawson

Print Name: Julia Enkosiye

CITY OF PEMBROKE PINES

By: 
Name: Charles F. Dodge
Title: City Manager
4 day of Oct., 2018

APPROVED AS TO FORM:

By: 
Name: _____
Title: City Attorney
4th day of October 2018

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4 day of October, 2018,
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

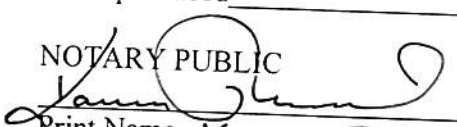

Print Name Karen Richards
My commission expires: 3-29-20

EXHIBIT "A"

CITY CENTER PROPERTY

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 so 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 PLAT, 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 01 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"

SCHOOL CAPACITY AVAILABILITY DETERMINATION

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

LAND USE

SBBC-1014-2011

**County No: PCT 17-2/PCT 17-4
Pembroke Pines City Center**

December 8, 2016

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION		IMPACT OF PROPOSED CHANGE			PROPERTY INFORMATION		
Date:	December 8, 2016	Units Permitted	1,841	Units Proposed	2,215	Existing Land Use:	LAC/ Employment
Name:	Pembroke Pines City Center	NET CHANGE (UNITS):			374	Proposed Land Use:	RAC
SBBC Project Number:	SBBC 1074 2011	Students	238	Proposed NEI CHANGE	72	Current Zoning	MXDJA-1
County Project Number:	PCT 17-2/PCT 17-4	Elementary	128		42	Proposed Zoning:	MXD
Municipality Project Number:		High	151		46	Section:	18
Owner/Developer:	Terra Group	Total	515		160	Township:	51
Jurisdiction:	Pembroke Pines					Range:	41

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS Capacity	Benchmark* Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of Gross Capacity
Pines Lakes Elementary	927	927	565	-362	-20	60.9%
Pines Middle	1,769	1,769	964	-805	-36	54.5%
Flanagan, Charles W. High	3,034	3,034	2,762	-272	-10	91.0%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% Gross Capacity Adjusted Benchmark	Projected Enrollment			
Pines Lakes Elementary	565	-362	60.9%	17/18	18/19	19/20	20/21
Pines Middle	964	-805	54.5%	544	528	511	509
Flanagan, Charles W. High	2,762	-272	91.0%	922	900	873	866
				2,689	2,616	2,543	2,470
							2,397

Students are calculated based on the student population projected in the currently adopted Broward County Land Development Code. A detailed effort to calculate additional capacity is used to adjust school enrollment over the next five years. For more information, see the Florida Department of Education's website: <http://www.floridaeducation.org>. The annual benchmark enrollment is used to project enrollment in each school facility for the next five years.

School Consistency Review Report prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment			
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	21/22	22/23	23/24	25/26
Area F - Elementary	10,223	15,199	-4,924	18,028	18,123	18,218	18,312
Area F - Middle	11,122	7,329	-3,793	10,643	10,620	10,598	10,575
Area F - High	14,319	12,690	-1,629	13,601	13,580	13,519	13,477

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2016-17 Contract Permanent Capacity	2016-17 Benchmark* Enrollment	Over/(Under)	Projected Enrollment		
				17/18	18/19	19/20
Atlantic Montessori Charter	144	123	-21	123	123	123
Atlantic Montessori Charter West	500	108	-392	108	108	108
Kidz Choice Charter	750	154	-596	154	154	154
Pomibrook Pines E_west Central	2,470	1,876	-594	1,876	1,876	1,876
Renaissance Charter @ Pines	1,145	799	-346	799	799	799
Renaissance Charter Ms @ Pines	1,145	182	-963	182	182	182
Somerset Academy Charter High Miramar	1,000	311	-689	311	311	311
Somerset Academy Hollywood Middle	193	11	-182	11	11	11

Students projected are based on the student generation rates contained in the currently adopted Broward 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 share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more info visit: <http://www.broward.k12.fl.us/charter-enrollment-proj.html>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school, faculty, facility, and other resources.

*The first Monday following the day INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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

[illegible]

PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)

Capacity Additions for Planning Area F (Years 6 - 10)	
School Level	Comments
Elementary	None
Middle	None
High	None

*The two MacIntosh following User Bug INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

School Candidacy Renewal Report - Prepared by the Valley Planning and Real Estate Department - The School Board of Broward County, Florida

Comments

Information contained in the application indicates that the approximately 164.6-acre site is generally located on the west side of Palm Avenue between Pinus Boulevard and Washington Street in the City of Pembroke Pines. The current land use designation for the site is Local Activity Center (LAC) which allows 275 townhouse (all three or more bedrooms), 865 garden apartments (all three or more bedrooms), and 701 mid-rise (two or more bedrooms) residential units. The applicant proposes to change the land use designation to Regional Activity Center (RAC) to allow 275 townhouse (all three or more bedrooms), 1,239 garden apartment (all three or more bedrooms), and 701 mid-rise residential units. Therefore, the proposed additional units will generate 160 additional students (72 elementary, 42 middle, and 46 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 250 additional high-rise residential units to the site via application PC 10-1, which is also subject to another tri-party agreement and requires payment of student station cost factors per dwelling unit. Subsequently, in 2013 and 2016, the City added 365 and 476 additional multifamily residential units to the site via applications PC 13-2 and PC 16-2.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year 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 2016-17 school year are Pine Lakes Elementary, Pines Middle, and Charles Flanagan High. Based on the District's Public School Concurrence Planning Document, all the schools are operating below the adopted LOS of 100% of their gross capacities in the 2016-17 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2016-17 – 2019-19), all the schools are expected to operate below the adopted LOS of 100% of their gross capacities through the 2018-19 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity adjustments that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2016-17 – 2020-21. Also, to ensure maximum utilization of the impacted Concurrence 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 2016-17 school year are depicted above.

Capital Improvements scheduled in the long range section (2021-22 to 2025-26) of the currently Adopted DEFP Fiscal Years 2016-17 – 2020-21 regarding potential 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, PC 10-1, PC 13-2 are addressed in the Educational Mitigation Agreements/First Amended Agreement between Broward County, the City of Pembroke Pines, and the School Board of Broward County, Florida. Since the application for LUPA PC 16-2 and PC 17-2/17-4 adds more residential units to the site, the existing Agreements must be amended to address the anticipated students from the proposed additional units. Therefore, staff recommends that approval of LUPA PC 17-2/17-4 should be conditioned upon amendment of the Agreements to address students anticipated from additional units proposed in both PC 16-2 and PC 17-2/17-4.

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

*The fact that this information is current as of the date of review.

School Concurrence Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida

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

PROJECT NUMBER: SBBC-1014-2011

December 8, 2016

Date

Reviewed By:


Signature

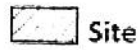
Mohammed Rasheduzzaman, AICP

Name

Planner

Title

Amendment PC 17-4



Site

18.2 Acres of Employment Center-High
to Regional Activity Center

**PEMBROKE
PINES**

PINES BOULEVARD

SW 108 AVE

PALM AVENUE

WASHINGTON STREET

146.37 Acres of Local Activity Center
to Regional Activity Center



NOT TO SCALE

EXHIBIT "C"

BROWARD COUNTY STUDENT GENERATION RATES TABLE



FACILITY PLANNING AND REAL ESTATE DEPARTMENT
GROWTH MANAGEMENT SECTION

Generation Rate Detailed Information

	Bedrooms	Elem	Middle	High
Single Family	2 or less	0.000	0.000	0.000
	3	0.173	0.091	0.107
	4 or more	0.232	0.111	0.122
	Average			
Townhouse/ Duplex/Villa	1 or less	0.060	0.000	0.000
	2	0.109	0.049	0.056
	3 or more	0.177	0.076	0.110
	Average			
Garden Apartment	1 or less	0.013	0.003	0.004
	2	0.136	0.056	0.044
	3 or more	0.193	0.113	0.123
	Average			
Mid Rise Apartment	Studio	0.008	0.004	0.004
	1	0.008	0.004	0.004
	2	0.028	0.013	0.021
	Average			
High Rise Apartment	Studio	0.010	0.004	0.006
	1	0.010	0.004	0.006
	2 or more	0.010	0.004	0.006
	Average	0.010	0.004	0.006
Mobile Home	1 or less	0.084	0.083	0.000
	2	0.084	0.083	0.000
	3 or more	0.182	0.182	0.000
	Average			

0.00 - No Students were observed in the sample.

Ordinance #2014-36 became effective January 26, 2015.

EXHIBIT "D"

**State of Florida Student Station Cost Factors
December 2016**

STUDENT STATION COST FACTORS

7/17/2018

Consumer Price Index REC National Economic Forecast of July 2018		Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Jan-2006	199.3	1.0000	17,952	19,386	25,181
Feb-2006	199.4	1.0005	17,961	19,396	25,194
Mar-2006	199.7	1.0020	17,988	19,425	25,232
Apr-2006	200.7	1.0070	18,078	19,522	25,358
May-2006	201.3	1.0100	18,132	19,581	25,434
Jun-2006	201.8	1.0125	18,177	19,629	25,497
Jul-2006	202.9	1.0181	18,276	19,736	25,636
Aug-2006	203.8	1.0226	18,357	19,824	25,750
Sep-2006	202.8	1.0176	18,267	19,726	25,623
Oct-2006	201.9	1.0130	18,186	19,639	25,510
Nov-2006	202.0	1.0135	18,195	19,649	25,522
Dec-2006	203.1	1.0191	18,294	19,756	25,661
Jan-2007	203.4	1.0208	18,325	19,788	25,704
Feb-2007	204.2	1.0247	18,396	19,865	25,803
Mar-2007	205.3	1.0300	18,491	19,968	25,938
Apr-2007	205.9	1.0331	18,547	20,028	26,015
May-2007	206.8	1.0374	18,624	20,111	26,123
Jun-2007	207.2	1.0398	18,667	20,158	26,183
Jul-2007	207.6	1.0417	18,700	20,194	26,230
Aug-2007	207.7	1.0420	18,706	20,200	26,238
Sep-2007	208.5	1.0464	18,785	20,285	26,349
Oct-2007	209.2	1.0496	18,843	20,348	26,431
Nov-2007	210.8	1.0579	18,991	20,508	26,638
Dec-2007	211.4	1.0609	19,046	20,567	26,715
Jan-2008	212.2	1.0646	19,112	20,638	26,808
Feb-2008	212.7	1.0672	19,158	20,688	26,872
Mar-2008	213.4	1.0710	19,226	20,762	26,969
Apr-2008	213.9	1.0735	19,271	20,810	27,031
May-2008	215.2	1.0798	19,385	20,933	27,191
Jun-2008	217.5	1.0911	19,588	21,153	27,476
Jul-2008	219.0	1.0989	19,728	21,304	27,672
Aug-2008	218.7	1.0973	19,699	21,272	27,631
Sep-2008	218.9	1.0982	19,715	21,290	27,654
Oct-2008	217.0	1.0888	19,546	21,107	27,417
Nov-2008	213.2	1.0695	19,200	20,733	26,931
Dec-2008	211.4	1.0607	19,042	20,563	26,710
Jan-2009	211.9	1.0634	19,090	20,615	26,777
Feb-2009	212.7	1.0673	19,159	20,690	26,875
Mar-2009	212.5	1.0662	19,141	20,669	26,848
Apr-2009	212.7	1.0673	19,160	20,690	26,875
May-2009	213.0	1.0689	19,188	20,721	26,915
Jun-2009	214.8	1.0777	19,347	20,893	27,138
Jul-2009	214.7	1.0774	19,342	20,886	27,130
Aug-2009	215.4	1.0810	19,406	20,956	27,221
Sep-2009	215.9	1.0831	19,444	20,997	27,273
Oct-2009	216.5	1.0863	19,502	21,060	27,355
Nov-2009	217.2	1.0900	19,567	21,130	27,447
Dec-2009	217.3	1.0906	19,578	21,141	27,461
Jan-2010	217.5	1.0913	19,590	21,155	27,479
Feb-2010	217.3	1.0902	19,572	21,135	27,453
Mar-2010	217.4	1.0906	19,578	21,142	27,462
Apr-2010	217.4	1.0908	19,583	21,147	27,468
May-2010	217.3	1.0903	19,572	21,136	27,454
Jun-2010	217.2	1.0898	19,564	21,127	27,442
Jul-2010	217.6	1.0918	19,601	21,167	27,494

STUDENT STATION COST FACTORS

7/17/2018

	Consumer Price Index - REC National Economic Forecast of July 2018	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Aug-2010	217.9	1.0934	19,629	21,197	27,534
Sep-2010	218.3	1.0952	19,661	21,232	27,578
Oct-2010	219.0	1.0990	19,730	21,306	27,674
Nov-2010	219.6	1.1018	19,780	21,360	27,745
Dec-2010	220.5	1.1062	19,859	21,445	27,856
Jan-2011	221.2	1.1098	19,923	21,515	27,946
Feb-2011	221.9	1.1134	19,988	21,584	28,036
Mar-2011	223.0	1.1191	20,091	21,696	28,181
Apr-2011	224.1	1.1244	20,185	21,798	28,314
May-2011	224.8	1.1280	20,249	21,867	28,404
Jun-2011	224.8	1.1280	20,249	21,867	28,404
Jul-2011	225.4	1.1309	20,303	21,924	28,478
Aug-2011	226.1	1.1345	20,367	21,993	28,568
Sep-2011	226.6	1.1370	20,411	22,041	28,630
Oct-2011	226.8	1.1377	20,425	22,056	28,649
Nov-2011	227.2	1.1398	20,462	22,097	28,702
Dec-2011	227.2	1.1401	20,467	22,102	28,709
Jan-2012	227.8	1.1432	20,523	22,162	28,787
Feb-2012	228.3	1.1457	20,567	22,210	28,849
Mar-2012	228.8	1.1481	20,610	22,256	28,909
Apr-2012	229.2	1.1500	20,644	22,293	28,957
May-2012	228.7	1.1476	20,601	22,247	28,897
Jun-2012	228.5	1.1466	20,584	22,229	28,873
Jul-2012	228.6	1.1470	20,590	22,235	28,882
Aug-2012	229.9	1.1536	20,710	22,364	29,049
Sep-2012	231.0	1.1591	20,809	22,471	29,188
Oct-2012	231.6	1.1623	20,865	22,532	29,267
Nov-2012	231.2	1.1603	20,830	22,494	29,218
Dec-2012	231.2	1.1602	20,827	22,491	29,214
Jan-2013	231.6	1.1621	20,863	22,529	29,264
Feb-2013	233.0	1.1690	20,986	22,663	29,437
Mar-2013	232.3	1.1656	20,924	22,596	29,350
Apr-2013	231.8	1.1630	20,879	22,547	29,287
May-2013	231.9	1.1637	20,890	22,559	29,302
Jun-2013	232.4	1.1660	20,931	22,603	29,360
Jul-2013	232.9	1.1685	20,978	22,653	29,425
Aug-2013	233.3	1.1707	21,017	22,695	29,480
Sep-2013	233.6	1.1723	21,044	22,725	29,519
Oct-2013	233.7	1.1727	21,052	22,734	29,530
Nov-2013	234.1	1.1747	21,089	22,773	29,581
Dec-2013	234.7	1.1777	21,143	22,832	29,657
Jan-2014	235.4	1.1811	21,202	22,896	29,740
Feb-2014	235.7	1.1825	21,228	22,924	29,777
Mar-2014	236.0	1.1840	21,256	22,954	29,815
Apr-2014	236.5	1.1865	21,300	23,002	29,877
May-2014	236.8	1.1883	21,333	23,037	29,923
Jun-2014	237.0	1.1893	21,350	23,056	29,948
Jul-2014	237.4	1.1913	21,386	23,094	29,998
Aug-2014	237.3	1.1904	21,371	23,078	29,977
Sep-2014	237.5	1.1916	21,392	23,100	30,006
Oct-2014	237.5	1.1917	21,393	23,102	30,008
Nov-2014	237.1	1.1898	21,358	23,065	29,959
Dec-2014	236.3	1.1856	21,284	22,984	29,855
Jan-2015	234.9	1.1787	21,160	22,850	29,681
Feb-2015	235.5	1.1816	21,212	22,906	29,753

STUDENT STATION COST FACTORS

7/17/2018

	Consumer Price Index - REC National Economic Forecast of July 2018	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Mar-2015	236.0	1.1841	21,257	22,955	29,817
Apr-2015	236.2	1.1852	21,276	22,975	29,843
May-2015	236.9	1.1886	21,338	23,042	29,931
Jun-2015	237.4	1.1913	21,386	23,094	29,997
Jul-2015	237.9	1.1936	21,427	23,138	30,055
Aug-2015	237.8	1.1932	21,421	23,132	30,047
Sep-2015	237.5	1.1915	21,390	23,099	30,003
Oct-2015	237.8	1.1931	21,419	23,130	30,044
Nov-2015	238.2	1.1949	21,452	23,165	30,090
Dec-2015	237.8	1.1934	21,424	23,135	30,051
Jan-2016	238.1	1.1947	21,447	23,161	30,084
Feb-2016	237.8	1.1932	21,421	23,132	30,046
Mar-2016	238.1	1.1946	21,445	23,158	30,080
Apr-2016	238.9	1.1987	21,520	23,239	30,185
May-2016	239.4	1.2010	21,561	23,283	30,243
Jun-2016	239.8	1.2034	21,604	23,330	30,303
Jul-2016	239.9	1.2037	21,609	23,335	30,310
Aug-2016	240.4	1.2062	21,653	23,383	30,372
Sep-2016	241.0	1.2093	21,709	23,443	30,450
Oct-2016	241.7	1.2127	21,771	23,510	30,537
Nov-2016	242.2	1.2152	21,816	23,559	30,601
Dec-2016	242.8	1.2184	21,872	23,619	30,680
Jan-2017	244.0	1.2244	21,981	23,737	30,832
Feb-2017	244.1	1.2248	21,988	23,744	30,842
Mar-2017	243.7	1.2229	21,953	23,706	30,793
Apr-2017	244.1	1.2247	21,986	23,742	30,840
May-2017	243.9	1.2238	21,970	23,725	30,817
Jun-2017	244.0	1.2244	21,981	23,737	30,833
Jul-2017	244.2	1.2255	22,000	23,757	30,859
Aug-2017	245.3	1.2306	22,092	23,857	30,988
Sep-2017	246.4	1.2363	22,194	23,967	31,131
Oct-2017	246.6	1.2372	22,211	23,985	31,155
Nov-2017	247.4	1.2414	22,286	24,066	31,260
Dec-2017	247.9	1.2439	22,331	24,114	31,323
Jan-2018	249.2	1.2506	22,451	24,244	31,491
Feb-2018	249.6	1.2525	22,484	24,281	31,539
Mar-2018	249.5	1.2517	22,470	24,265	31,519
Apr-2018	250.0	1.2545	22,520	24,319	31,588
May-2018	250.5	1.2571	22,567	24,370	31,654
Jun-2018	250.9	1.2587	22,596	24,401	31,695
Jul-2018	251.8	1.2634	22,681	24,493	31,814
Aug-2018	252.3	1.2659	22,726	24,541	31,877
Sep-2018	252.8	1.2684	22,771	24,590	31,941
Oct-2018	253.2	1.2704	22,807	24,629	31,991
Nov-2018	253.6	1.2725	22,843	24,668	32,042
Dec-2018	253.9	1.2740	22,870	24,697	32,080
Jan-2019	254.0	1.2745	22,879	24,707	32,092
Feb-2019	254.3	1.2760	22,906	24,736	32,130
Mar-2019	254.8	1.2785	22,951	24,785	32,193
Apr-2019	255.5	1.2820	23,014	24,853	32,282
May-2019	256.0	1.2845	23,059	24,901	32,345
Jun-2019	256.5	1.2870	23,104	24,950	32,408
Jul-2019	256.8	1.2885	23,131	24,979	32,446
Aug-2019	257.3	1.2910	23,176	25,028	32,509
Sep-2019	257.9	1.2940	23,230	25,086	32,585

STUDENT STATION COST FACTORS

7/17/2018

	Consumer Price Index - REC National Economic Forecast of July 2018	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Oct-2019	258.6	1.2975	23,293	25,154	32,673
Nov-2019	259.1	1.3001	23,339	25,203	32,737
Dec-2019	259.7	1.3031	23,393	25,261	32,812
Jan-2020	260.2	1.3056	23,438	25,310	32,876
Feb-2020	260.6	1.3076	23,474	25,349	32,926
Mar-2020	261.1	1.3101	23,519	25,397	32,989
Apr-2020	261.4	1.3116	23,546	25,426	33,027
May-2020	261.8	1.3136	23,582	25,465	33,078
Jun-2020	262.3	1.3161	23,627	25,514	33,141
Jul-2020	262.8	1.3186	23,672	25,563	33,204
Aug-2020	263.3	1.3211	23,717	25,611	33,267
Sep-2020	263.8	1.3236	23,762	25,660	33,330
Oct-2020	264.3	1.3261	23,807	25,709	33,394
Nov-2020	264.7	1.3281	23,843	25,747	33,444
Dec-2020	265.2	1.3307	23,888	25,796	33,507
Jan-2021	265.7	1.3332	23,933	25,845	33,570
Feb-2021	266.2	1.3357	23,978	25,893	33,634
Mar-2021	266.6	1.3377	24,014	25,932	33,684
Apr-2021	267.1	1.3402	24,059	25,981	33,747
May-2021	267.6	1.3427	24,104	26,030	33,811
Jun-2021	268.1	1.3452	24,149	26,078	33,874
Jul-2021	268.6	1.3477	24,194	26,127	33,937
Aug-2021	269.1	1.3502	24,239	26,175	34,000
Sep-2021	269.7	1.3532	24,293	26,234	34,076
Oct-2021	270.2	1.3557	24,338	26,282	34,139
Nov-2021	270.7	1.3583	24,383	26,331	34,202
Dec-2021	271.2	1.3608	24,428	26,380	34,265
Jan-2022	271.7	1.3633	24,473	26,428	34,329
Feb-2022	272.3	1.3663	24,527	26,487	34,404
Mar-2022	272.8	1.3688	24,573	26,535	34,468
Apr-2022	273.2	1.3708	24,609	26,574	34,518
May-2022	273.8	1.3738	24,663	26,633	34,594
Jun-2022	274.3	1.3763	24,708	26,681	34,657
Jul-2022	274.9	1.3793	24,762	26,740	34,733
Aug-2022	275.5	1.3823	24,816	26,798	34,809
Sep-2022	276.1	1.3853	24,870	26,856	34,884
Oct-2022	276.6	1.3879	24,915	26,905	34,948
Nov-2022	277.1	1.3904	24,960	26,954	35,011
Dec-2022	277.7	1.3934	25,014	27,012	35,087
Jan-2023	278.3	1.3964	25,068	27,070	35,162
Feb-2023	278.8	1.3989	25,113	27,119	35,226
Mar-2023	279.4	1.4019	25,167	27,177	35,301
Apr-2023	279.9	1.4044	25,212	27,226	35,365
May-2023	280.5	1.4074	25,266	27,284	35,440
Jun-2023	281.1	1.4104	25,320	27,343	35,516
Jul-2023	281.6	1.4129	25,365	27,391	35,579
Aug-2023	282.2	1.4160	25,419	27,450	35,655
Sep-2023	282.8	1.4190	25,473	27,508	35,731
Oct-2023	283.4	1.4220	25,527	27,566	35,807
Nov-2023	283.9	1.4245	25,572	27,615	35,870
Dec-2023	284.5	1.4275	25,626	27,673	35,946
Jan-2024	285.1	1.4305	25,680	27,732	36,022
Feb-2024	285.7	1.4335	25,735	27,790	36,097
Mar-2024	286.3	1.4365	25,789	27,849	36,173
Apr-2024	286.9	1.4395	25,843	27,907	36,249

STUDENT STATION COST FACTORS

7/17/2018

	Consumer Price Index - REC National Economic Forecast of July 2018	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
May-2024	287.5	1.4425	25,897	27,965	36,325
Jun-2024	288.1	1.4456	25,951	28,024	36,401
Jul-2024	288.6	1.4481	25,996	28,072	36,464
Aug-2024	289.2	1.4511	26,050	28,131	36,540
Sep-2024	289.8	1.4541	26,104	28,189	36,615
Oct-2024	290.4	1.4571	26,158	28,247	36,691
Nov-2024	291.0	1.4601	26,212	28,306	36,767
Dec-2024	291.6	1.4631	26,266	28,364	36,843
Jan-2025	292.2	1.4661	26,320	28,422	36,919
Feb-2025	292.8	1.4691	26,374	28,481	36,994
Mar-2025	293.4	1.4722	26,428	28,539	37,070
Apr-2025	294.0	1.4752	26,482	28,598	37,146
May-2025	294.5	1.4777	26,527	28,646	37,209
Jun-2025	295.1	1.4807	26,581	28,705	37,285
Jul-2025	295.7	1.4837	26,635	28,763	37,361
Aug-2025	296.3	1.4867	26,689	28,821	37,437
Sep-2025	296.9	1.4897	26,743	28,880	37,512
Oct-2025	297.4	1.4922	26,788	28,928	37,576
Nov-2025	298.0	1.4952	26,842	28,987	37,651
Dec-2025	298.6	1.4982	26,896	29,045	37,727
Jan-2026	299.2	1.5013	26,951	29,103	37,803
Feb-2026	299.8	1.5043	27,005	29,162	37,879
Mar-2026	300.3	1.5068	27,050	29,210	37,942
Apr-2026	300.9	1.5098	27,104	29,269	38,018
May-2026	301.5	1.5128	27,158	29,327	38,094
Jun-2026	302.1	1.5158	27,212	29,385	38,169
Jul-2026	302.6	1.5183	27,257	29,434	38,233
Aug-2026	303.2	1.5213	27,311	29,492	38,308
Sep-2026	303.8	1.5243	27,365	29,551	38,384
Oct-2026	304.3	1.5268	27,410	29,599	38,447
Nov-2026	304.9	1.5299	27,464	29,658	38,523
Dec-2026	305.5	1.5329	27,518	29,716	38,599
Jan-2027	306.0	1.5354	27,563	29,765	38,662
Feb-2027	306.6	1.5384	27,617	29,823	38,738
Mar-2027	307.2	1.5414	27,671	29,881	38,814
Apr-2027	307.8	1.5444	27,725	29,940	38,890
May-2027	308.3	1.5469	27,770	29,988	38,953
Jun-2027	308.9	1.5499	27,824	30,047	39,029
Jul-2027	309.5	1.5529	27,878	30,105	39,104
Aug-2027	310.1	1.5559	27,932	30,164	39,180
Sep-2027	310.6	1.5585	27,977	30,212	39,243
Oct-2027	311.2	1.5615	28,031	30,271	39,319
Nov-2027	311.8	1.5645	28,085	30,329	39,395
Dec-2027	312.4	1.5675	28,140	30,387	39,471
Jan-2028	312.9	1.5700	28,185	30,436	39,534
Feb-2028	313.5	1.5730	28,239	30,494	39,610
Mar-2028	314.1	1.5760	28,293	30,553	39,686
Apr-2028	314.7	1.5790	28,347	30,611	39,761
May-2028	315.3	1.5820	28,401	30,669	39,837
Jun-2028	315.9	1.5850	28,455	30,728	39,913

Return to: (enclose self-addressed stamped envelope)

Name: Marla Neufeld, Esq.

Address: 200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Marla Neufeld, Esq.
Greenspoon Marder
200 E. Broward Blvd, Suite 1800
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

AMENDMENT TO
EDUCATIONAL MITIGATION AGREEMENTS
IN CONNECTION WITH BROWARD COUNTY
LAND USE TEXT AMENDMENT PCT 04-2
AS AMENDED BY PCT 06-1, PCT 13-2, and PCT 16-2

THIS AMENDMENT TO EDUCATIONAL MITIGATION AGREEMENTS ("2016 Amendment") made this 2 of May, 2017, and entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation, its successors and assigns, with an address of 10100 Pines Boulevard, Pembroke Pines, FL 33026, ("City"),

AND

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, a body corporate and political subdivision of the State of 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 plan text amendment application for the City Center Property ("PCT 04-2") to create the Pembroke Pines City Center

Local Activity Center ("LAC") for 325 townhomes and 425 high-rise units. In connection with PCT 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 the higher of student station cost factors fees or school impact fees per dwelling unit ("2004 School Agreement"); and

WHEREAS, the second land use plan text amendment application filed by the City for the City Center Property ("PCT 06-1") added 250 additional high-rise units. In connection with PCT 06-1, the City entered into an Educational Mitigation Agreement between the City, the School Board, and County recorded in Book 44153, Pages 647-675 of the Official Records of Broward County, Florida which required payment of the higher of student station cost factors fees or school impact fees ("2006 School Agreement"); and

WHEREAS, since approval of the 2004 School Agreement and the 2006 School Agreement, the County and the City, in conjunction with the School Board, have adopted public school concurrency regulations which require all new residential development to comply with development review criteria for public school concurrency which will necessitate public school concurrency review either at the plat or site plan (or functional equivalent) stage of development review; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that no application for a building permit shall be accepted by the County or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the County; and

WHEREAS, the third land use plan text amendment application filed by the City for the City Center Property ("PCT 13-2") amended the LAC to allow a total of 1,365 dwelling units consisting of 275 townhomes, 415 multi-family, and 675 high-rise dwelling units (of which 250 high rise units would be affordable housing units). In connection with PCT 13-2, the City entered into the First Amendment to Educational Mitigation Agreement between the City, the School Board, and County recorded in Book 50522, Pages 1173-1194 of the Official Records of Broward County, Florida which required that the 365 dwelling units added by PCT 13-2 pay the higher of student station cost factors fees or school impact fees per dwelling unit ("2013 School Agreement"); and

WHEREAS, all of the 1,365 previously approved dwelling units in the LAC are herein after referred to as "Previously Approved Units" and shall continue to be bound by the 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement and the requirements contained therein including the payment of the higher of student station cost factors fees or school impact fees prior to environmental review approval of construction plans by the Broward County Planning and Development Management Division; and

WHEREAS, the 2013 School Agreement assigned 275 townhomes and 425 high-rise units to Pines City Center Residences Phase I, LLC and Pines City Center Residences Phase II, LLC. The 2013 School Agreement assigned 365 multi-family units to RD Pembroke Apartments, LLC. The City has issued building permits for the 1,065 units assigned to Pines City Center Residences Phase I LLC, Pines City Center Residences Phase II, LLC, and RD

Pembroke Apartments, LLC ("Assigned Units") in compliance with the terms of the 2013 School Agreement; and

WHEREAS, a fourth land use plan text amendment filed by the City for the City Center Property ("PCT 16-2") and approved by the Broward County Board of County Commissioners further added 476 residential dwelling units to the LAC consisting of 450 multi-family market rate units (reviewed as garden apartment) and 26 high rise affordable housing units ("New Units") resulting in a total of 1,841 dwelling units consisting of 701 high-rise dwelling units (276 of which shall be affordable housing units), 275 townhomes, and 865 multi-family units (415 reviewed as mid-rise and 450 reviewed as garden apartment); and

WHEREAS, City has agreed to mitigate the impact of students anticipated from the development of the New Units in the LAC pursuant to this 2016 Amendment as well as to continue to mitigate the impacts of the Previously Approved Units pursuant to 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement; and

WHEREAS, the School District's Facility Planning and Real Estate Department issued a School Consistency Review Report (SBBC-1014-2011) for the New Units dated December 8, 2015 regarding PCT 16-2, a copy is attached hereto as **Exhibit B**; and

WHEREAS, of the 1,841 dwelling units allowed by PCT 16-2, 1,065 are Assigned Units and 776 dwelling units are remaining units to be built in the LAC ("Unassigned Units"); and

WHEREAS, pursuant to PCT 16-2 the Unassigned Units, which includes the 476 New Units, are proposed to consist of the following units:

- 276 high-rise affordable housing (collectively "AFU")
- 102 townhouse
- 285 garden apartment
- 113 high rise; and

WHEREAS, the City is the fee simple owner of approximately 13+/- acres located within a portion of the City Center Property, more particularly described on **Exhibit C**. Terra City Center MF, LLC ("Terra") is under contract to purchase the 13+/- acres (Phase 2 Residential) from the City; and

WHEREAS, the City, in conjunction with the School Board, seeks to clarify the assignment of 387 units to Terra which will consist of 102 townhouse units and 285 garden apartment units as defined in the Broward County Land Development Code; and

WHEREAS, the units allocated to Terra are further restricted as follows:

- 51 two bedroom townhouse
- 51 three or more bedroom townhouse
- 171 one bedroom garden apartment
- 90 two bedroom garden apartment
- 24 three more bedroom garden apartment; and

WHEREAS, the remaining 389 high rise units (which include AFU) will be utilized in the future by the City or assigned by the City to another entity at a later date; and

WHEREAS, as a condition for approval of PCT 16-2, the City was required to amend the 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement with the School Board and County to recognize the incorporation of the New Units and reflect the students anticipated from New Units, and to enable legal enforcement of the commitment made before any building permits can be issued for the New Units in the LAC; and

WHEREAS, in connection with PCT 16-2, the City, County, and School Board are desirous of amending the 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement upon the terms and provisions as hereinafter set forth.

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

1. The foregoing recitals set forth above are true and correct and are incorporated herein by this reference.
2. The City, County and School Board do hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement.
3. This 2016 Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the 2004 School Agreement, 2006 School Agreement, and 2013 School Agreement.
4. The City has issued building permits for the Assigned Units and the appropriate school mitigation fees have been paid and satisfied for the Assigned Units.
5. The City shall reserve 276 of the Unassigned Units in the LAC for AFUs.
6. The building permits for Unassigned Units may be issued by the City in any order subject to approval by the City and payment of the applicable school mitigation or impact fees for the units being permitted.
7. The City, County and School Board acknowledge and approve the total 1,841 permitted residential units and mix within the LAC as specified in the County approved Land Use Plan Amendment PCT 16-2. Any application for 776 Unassigned Units (consisting of 102 townhouse, 285 garden apartment, and 389 high rise units of which bedroom mix for townhouse and garden apartment units as specified on page 3) shall be consistent with PCT 16-2 and subject to the imposition of educational mitigation in the manner set forth in 2004 School Agreement, 2006 School Agreement, 2013 School Agreement and this 2016 Amendment. The City shall require that all Unassigned Units (a) be assessed the higher of student station cost factor fees, or school impact fees, consistent with the terms of this 2016 Amendment, on a site specific project basis the actual amount due shall be determined at time of payment; (b) monitor and make certain that development within the LAC will be built as specified herein for residential type and mix, and (c) as otherwise may be required to comply with this 2016 Amendment.

8. Based on the currently effective Student Generation Rates contained in the Broward County Land Development Code (BCLDC) Table attached hereto as **Exhibit D**, the Unassigned 776 Units (consisting of 51 two bedroom and 51 three or more bedroom townhouse; 171 one bedroom, 90 two bedroom, and 24 three or more bedroom garden apartments; and, 389 high rise units are anticipated to generate a total of 74 students consisting of 38 elementary school students, 17 middle school students and 19 high school students into Broward County Public Schools.

9. The City shall provide written notification to the Director of the School Board Facility Planning and Real Estate Department or their designee ("Director") as provided herein, upon site plan or plat approval of any residential project authorized pursuant to Amendment PCT 16-2. Notification shall include project location and number and type of units approved in the site plan or plat and shall be confirmed by the City at the time of a building permit is issued.

10. Prior to the issuance of a building permit for construction of an Unassigned Unit, the City shall verify that the owner, applicant and/or developer has paid the applicable student mitigation fees or impact fees for the residential units being permitted as set forth herein. Failure to verify and ensure payment of the student mitigation fees prior to issuance of a building permit shall constitute a default of this 2016 Amendment. Nothing herein shall waive or affect the right of the County and/or School Board to otherwise require the City to comply with the conditions of Amendment PCT 16-2 or this 2016 Amendment by any remedy provided by law or equity.

11. The student station cost factors fees per dwelling unit for each of the Unassigned 776 Units (consisting of 102 townhouse, 285 garden apartment, and 389 high rise units of which bedroom mix for townhouse and garden apartment units as specified on page 3) within the LAC shall be an amount derived from the cost per student station using the current Student Station Cost Factors as determined, published and amended by the State of Florida for elementary, middle, and high school students, and the associated per dwelling unit cost as calculated by the School Board. Based on the calculation utilizing the State of Florida Student Station Cost Factors, published December 2016 and attached hereto as **Exhibit "E"**, the per dwelling unit cost for the 776 Unassigned Units would be \$2,355.00 for March 2017, which amount may change from time to time. In no event shall the student station cost factors fees assessed per dwelling unit be less than the applicable Educational Impact Fee for the type of unit and the actual amount due shall be determined at the time of payment.

12. 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 a change in unit type(s) and/or bedroom mix, the City or the then current owner agrees to provide written notification to the Director, with a copy to the Broward County Planning and Development Management 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 776 multi-family units (the Unassigned 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 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 the n propose additional mitigation for the newly anticipated additional students consistent with the terms of this 2016 Amendment and subject to the terms and provisions contained in the adopted

School Board Growth Management Policy. 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. ,

13. EFFECTIVE DATE. This 2016 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.

14. NOTICE. 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 16 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 Development Management 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

14. SEVERABILITY. If any provision of this 2016 Amendment is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the 2016 Amendment, and the balance of the 2016 Amendment will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the 16 Amendment.

15. RELEASE. When all of the obligations set forth herein are fully paid and performed, County and the School Board, at the request of City or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel the payment of the student station per dwelling unit cost fees, the applicable County school impact fee and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.

16. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this 2016 Amendment and any action involving the enforcement or interpretation of any such rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

17. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this 2016 Amendment are for convenience and reference only and in no way define, describe, extend, or limit the scope of this 2016 Amendment, nor the intent of any provisions hereof.

18. NO WAIVER. No waiver of any provisions of this 2016 Amendment shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. EXHIBITS. All Exhibits attached hereto contain additional terms of this 2016 Amendment and are incorporated herein by reference.

20. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this 16 Amendment.

21. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this 2016 Amendment and executed by the County, City, and School Board.

22. COUNTERPARTS. This 2016 Amendment may be executed in three (3) counterparts, each of which may be deemed to be an original, and all of which together will constitute one and the same instrument.

23. RECORDING. The City agrees to record this 2016 Amendment in the Broward County Public Records, at its expense.

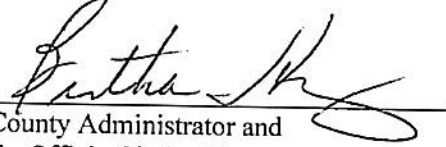
IN WITNESS WHEREOF, the parties have made and executed this 2016 Amendment on the respective dates under each signature: County, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 6 day of June, 2017, School Board, signing by and through its Chair, authorized to execute same by Board action on the 2 day of May, 2017, and City, signing by and through its City Manager duly authorized to execute same on the 5 day of April, 2017.

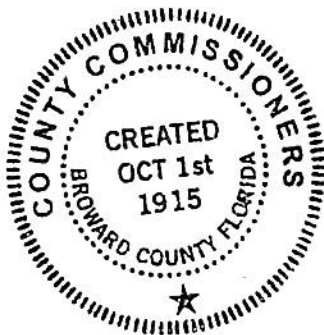
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
WITH SIGNATURE PAGES FOLLOWING.]

[See Following Page for Signatures]


COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners of
Broward County, Florida

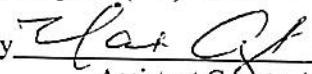


BROWARD COUNTY, through its BOARD
OF COUNTY COMMISSIONERS

By: 
Printed Name: Barbara Sharief
Title: MAYOR

6 day of June, 2017

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: 
Assistant County Attorney

Maite Azcoitia

8 day of May, 2017

SCHOOL BOARD

(Corporate Seal)

ATTEST:



Name: Robert W. Runcie

Title: Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By:



Name: Abby M. Freedman

Title: School Board Chair

2 day of May 2017

Approved as to Form:

By:



Barbara J. Myrick, its General Counsel

7 day of April 2017

CITY

WITNESSES:

[Signature]
Print Name: SAMUEL F. SMITH
[Signature]
Print Name: MICHAEL STAMMER

CITY OF PEMBROKE PINES

By: [Signature]
Name: CHARLES F. DODGE
Title: City Manager

5TH day of April, 2017

APPROVED AS TO FORM:

By: [Signature]
Name: Jacob Hornsby
Title: City Attorney

5 day of April, 2017

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5 day of April, 2017, 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

[Signature]
Print Name MARLENE D. GRAHAM
My commission expires: _____

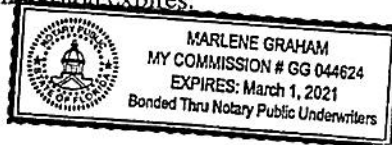


EXHIBIT "A"

CITY CENTER PROPERTY

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 PLAT, 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 01 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"

SCHOOL CAPACITY AVAILABILITY DETERMINATION

Florida
REVIEW REPORT

LAND USE

SBBC-1014-2011

County No: PCT 16-2

Pembroke Pines City Center

December 8, 2015

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION		IMPACT OF PROPOSED CHANGE			PROPERTY INFORMATION		
Date:	December 8, 2015	Units Permitted	1,365	Units Proposed	1,841	Existing Land Use:	LAC
Name:	Pembroke Pines City Center	NET CHANGE (UNITS):			476	Proposed Land Use:	LAC
SBBC Project Number:	SBBC-1014-2011	Students	68	Proposed	155	Current Zoning:	MXD
County Project Number:	PCT 16-2	Elem			87	Proposed Zoning:	MXD
Municipality Project Number:		Mid	29	80	51	Section:	18
Owner/Developer:	Terra Group	High	43	98	55	Township:	51
Jurisdiction:	Pembroke Pines	Total	140	333	193	Range:	41

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS	Benchmark Enrollment	Over/Under Enrollment	Classroom Equivalent Needed to Meet LOS	% of Gross Capacity
Pines Lakes Elementary	927	927	577	-350	-19	62.2%
Pines Middle	1,769	1,769	1,130	-639	-29	63.9%
Flanagan, Charles W. High	3,034	3,034	2,835	-199	-7	93.4%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% Gross Capacity Adjusted Benchmark	Projected Enrollment				
Pines Lakes Elementary	577	-350	62.2%	16/17	17/18	18/19	19/20	20/21
Pines Middle	1,130	-639	63.9%	593	556	586	582	562
Flanagan, Charles W. High	2,835	-199	93.4%	1,074	1,028	1,129	1,050	1,058
				2,815	2,840	2,848	2,868	2,938

Students generated are based on the student generation rates contained in the currently adopted Broward 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 share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtm>. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

*The first Monday following Labor Day

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data				Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment		20/21	21/22	22/23	23/24	24/25
Area F - Elementary	19,263	15,193	-4,070		18,028	18,123	18,218	18,312	18,407
Area F - Middle	11,173	7,563	-3,610		10,643	10,620	10,598	10,575	10,553
Area F - High	14,319	12,876	-1,443		13,601	13,560	13,519	13,477	13,436

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2015-16 Contract Permanent Capacity	2015-16 Benchmark* Enrollment	Over/(Under)	Projected Enrollment		
				16/17	17/18	18/19
Atlantic Montessori Charter	144	123	-21	123	123	123
Atlantic Montessori Charter West	500	108	-392	108	108	108
Kidz Choice Charter	750	154	-596	154	154	154
Pembroke Pines E_west Central	2,470	1,876	-594	1,876	1,876	1,876
Renaissance Charter @ Pines	1,145	799	-346	799	799	799
Renaissance Charter Ms @ Pines	1,145	182	-963	182	182	182
Somerset Academy Charter High Miramar	1,000	311	-689	311	311	311
Somerset Academy Hollywood Middle	193	11	-182	11	11	11

Students generated are based on the student generation rates contained in the currently adopted Broward 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 share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

*The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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

School(s)	Description of Capacity Additions
Pines Lakes Elementary	There are no capacity additions scheduled in the ADEFP that would impact the FISH capacity of the school.
Pines Middle	There are no capacity additions scheduled in the ADEFP that would impact the FISH capacity of the school.
Flanagan, Charles W. High	Permanent Class Room addition to allow for the removal of portable buildings.

PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN (Years 6 - 10)

Capacity Additions for Planning Area F	
School Level	Comments
Elementary	None
Middle	None
High	None

*The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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 high-rise and 275 townhouse (all three or more bedrooms) units, and 415 midrise (all two or more bedroom – which were reviewed as garden apartment units) which generate 140 students (98 elementary, 29 middle, and 43 high). The applicant proposes 275 townhouse (all three or more bedrooms), 450 garden apartment (all three or more bedroom), 415 midrise (all two or more bedroom) and 701 high-rise residential units by keeping the land use designation as LAC, which are anticipated to generate 333 students (155 elementary, 80 middle and 98 high). Therefore, the additional units as proposed will generate 193 additional students (97 elementary, 51 middle, and 55 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. In 2006, the City added 250 additional high-rise residential units to the site via application PCT 06-1, which is subject to another tri-party agreement and requires payment of student station cost factors per dwelling unit. In 2013, the City added 365 additional residential units to the site via application PCT 13-2, which is subject to first amended tri-party agreement and mitigation requirements are outlined in the first amended tri-party agreement. The current application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year 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 2015-16 school year are Pine Lakes Elementary, Pines Middle, and Charles Flanagan High. Based on the District's Public School Concurrency Planning Document, all the Schools are operating below the adopted LOS of 100% of their capacities in the 2015-16 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2015-16 – 2017-18), all of the Schools are expected to operate below the adopted LOS of 100% through the 2017-18 school year. It should be noted that the school capacity or 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 2015-16 – 2019-20. 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 2015-16 school year are depicted above.

Capital Improvements scheduled in the long range section (2020-21 to 2024-25) of the currently Adopted DEFP Fiscal Years 2015-16 – 2019-20 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, PCT 06-1, and PCT 13-2 are addressed in the Educational Mitigation Agreements and First Amended Educational Mitigation Agreement between Broward County, the City of Pembroke Pines, and the School Board of Broward County, Florida. Since the application for LUPA PCT 16-2 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 16-2 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 plat, site plan (or functional equivalent) phase of development review, whichever comes first.

*The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

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

Dec. 8, 2015
Date

Reviewed By:


Signature

Mohammed Rashieduzzaman, AICP

Name

Planner

Title

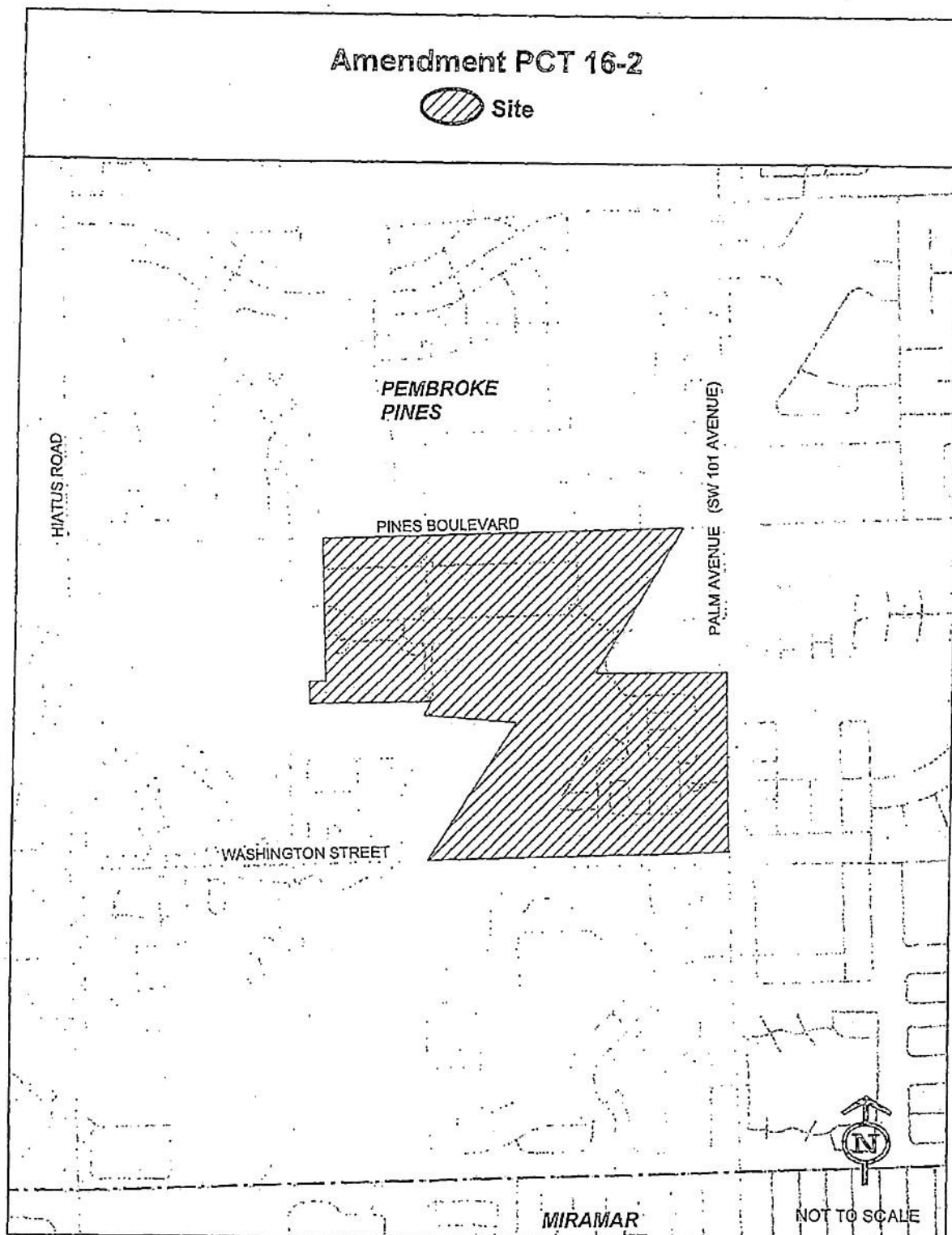


EXHIBIT "C"

PHASE 2 RESIDENTIAL PROPERTY LEGAL DESCRIPTION

PINES CITY CENTER

LEGAL DESCRIPTION

Parcel 4

A parcel of land being a portion of Parcel "A", PEMBROKE PINES CITY CENTER, according to the Plat thereof as recorded in Plat Book 176, Pages 86 through 91 of the Public Records of Broward County, Florida; being more particularly described as follows:


COMMENCE at the most northerly northwest corner of Parcel "A", PINES CENTRAL PARK, according to the Plat thereof as recorded in Plat Book 168, Page 21 of the Public Records of Broward County, Florida, said point being a southwest corner of said Parcel "A", PEMBROKE PINES CITY CENTER; thence along a West line of said Parcel "A", PEMBROKE PINES CITY CENTER, North 17°18'09" East, 128.09 feet; thence North 83°11'00" East, 58.53 feet to the POINT OF BEGINNING; thence North 2°08'51" West, 19.16 feet; thence North 49°45'28" East, 24.86 feet; thence North 2°08'51" West, 73.45 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 64°16'59" East); thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 34.50 feet, a central angle of 27°51'51", an arc distance of 16.78 feet; thence North 2°08'51" West, 28.67 feet to a point on the arc of tangent curve; thence northerly along the arc of said curve, having a radius of 34.50 feet, a central angle of 27°51'51", an arc distance of 16.78 feet; thence North 2°08'51" West, 460.52 feet to a point on the southerly line of that certain parcel of land as described in Official Records Book 51163, Page 1095 of the Public Records of Broward County, Florida; thence along said line the following thirty-four (34) courses and distances, North 87°51'09" East, 72.63 feet to a point on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the South, having a radius of 37.50 feet, a central angle of 3°04'54", an arc distance of 2.02 feet; thence tangent to said curve, South 89°03'57" East, 101.30 feet; thence North 87°51'09" East, 10.46 feet to a point on the arc of a tangent curve; thence southeasterly along the arc of said curve being concave to the South, having a radius of 4.00 feet, a central angle of 45°00'00", an arc distance of 3.14 feet; thence tangent to said curve, South 47°08'51" East, 5.56 feet to a point on the arc of a tangent curve; thence southeasterly along the arc of said curve being concave to the southwest, having a radius of 4.00 feet, a central angle of 45°00'00", an arc distance of 3.14 feet; thence tangent to said curve, South 2°08'51" East, 14.36 feet; thence North 87°51'09" East, 41.99 feet; thence North 2°08'51" West, 13.33 feet; thence North 87°51'09" East, 4.46 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 3.00 feet, a central angle of 45°00'00", an arc distance of 2.36 feet; thence North 42°51'09" East, 9.78 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 4.00 feet, a central angle of 45°00'00", an arc distance of 3.14 feet; thence North 87°51'09" East, 60.92 feet to a point being on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the South, having a radius of 29.00 feet, a central angle of 9°03'07", an arc distance of 4.58 feet; thence tangent to said curve South 83°05'44" East, 60.07 feet to a point on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the North, having a radius of 31.00 feet, a central angle of 9°03'07", an arc distance of 4.90 feet; thence tangent to said curve, North 87°51'09" East, 89.95 feet to a point on the arc of a tangent curve; thence southeasterly along the arc of said curve being concave to the southwest, having a radius of 32.00 feet, a central angle of 58°32'19", an arc distance of 32.69 feet; thence North 87°51'09"

PINES CITY CENTER

East, 89.36 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 80°25'20" West); thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 32.00 feet, a central angle of 78°16'30", an arc distance of 43.72 feet; thence tangent to said curve, North 87°51'09" East, 22.78 feet to a point on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the south, having a radius 14.00 feet, a central angle of 9°05'25", an arc distance of 2.22 feet; thence tangent to said curve, South 83°03'26" East, 72.76 feet to a point on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the North, having a radius of 26.00 feet, a central angle of 9°05'25", an arc distance of 4.13 feet; thence tangent to said curve, North 87°51'09" East, 86.13 feet to a point on the arc of a tangent curve; thence southeasterly along the arc of said curve being concave to the southwest, having a radius of 32.00 feet, a central angle of 78°28'02", an arc distance of 43.82 feet; thence North 87°51'09" East, 36.49 feet; thence North 2°12'05" West, 5.50 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 32.07 feet, a central angle of 90°03'15", an arc distance of 50.41 feet; thence tangent to said curve, North 87°51'09" East, 205.65 feet to a point on the arc of a tangent curve; thence easterly along the arc of said curve being concave to the South, having a radius of 30.50 feet, a central angle of 20°29'00", an arc distance of 10.90 feet to a point of reverse curvature; thence easterly along the arc of said curve being concave to the North, having a radius of 69.50 feet, a central angle of 50°17'33", an arc distance of 61.00 feet to a point of reverse curvature; thence easterly along the arc of said curve being concave to the South, having a radius of 30.50 feet, a central angle of 54°13'20", an arc distance of 28.86 feet; thence along the westerly line of that certain 120' Florida Power & Light Company Easement, as described in Official Records Book 2222, Page 704, of the Public Records of Broward County, Florida, South 32°14'01" West, 530.04 feet; thence along the northerly line of that certain Lake Maintenance Easement as described in Official Records Book 46458, Page 1532 of the Public Records of Broward County, Florida and it's easterly extension thereof, South 87°49'49" West, 127.57 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 30.00 feet, a central angle of 55°24'34", an arc distance of 29.01 feet; thence tangent to said curve, South 32°25'15" West, 197.52 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 30.00 feet, a central angle of 55°24'34", an arc distance of 29.01 feet; thence tangent to said curve, South 87°49'49" West, 631.28 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the South, having a radius of 30.00 feet, a central angle of 19°31'40", an arc distance of 10.22 feet to the Point of Beginning.

Said lands lying, being and situate in the City of Pembroke Pines, Broward County, Florida, and containing 583,437 square feet, (13.3939 acres) more or less.

EXHIBIT "D"**BROWARD COUNTY STUDENT GENERATION RATES TABLE**

 FACILITY PLANNING AND REAL ESTATE DEPARTMENT GROWTH MANAGEMENT SECTION Generation Rate Detailed Information				
	Bedrooms	Elem	Middle	High
Single Family	2 or less	0.000	0.000	0.000
	3	0.173	0.091	0.107
	4 or more	0.232	0.111	0.122
	Average	0.138	0.071	0.074
Townhouse/ Duplex/Villa	1 or less	0.060	0.000	0.000
	2	0.109	0.049	0.056
	3 or more	0.177	0.076	0.110
	Average	0.115	0.042	0.055
Garden Apartment	1 or less	0.013	0.003	0.004
	2	0.136	0.066	0.044
	3 or more	0.193	0.113	0.123
	Average	0.114	0.074	0.074
Mid Rise Apartment	Bedrooms	Elem	Middle	High
	Studio	0.008	0.004	0.004
	1	0.008	0.004	0.004
	2	0.028	0.013	0.021
	Average	0.015	0.007	0.009
High Rise Apartment	Bedrooms	Elem	Middle	High
	Studio	0.010	0.004	0.005
	1	0.010	0.004	0.005
	2 or more	0.010	0.004	0.005
	Average	0.010	0.004	0.005
Mobile Home	Bedrooms	Elem	Middle	High
	1 or less	0.084	0.083	0.000
	2	0.084	0.083	0.000
	3 or more	0.182	0.182	0.000
	Average	0.117	0.118	0.000

0.00 - No Students were observed in the sample.
 Ordinance #2014-36 became effective January 26, 2015.

EXHIBIT "E"

**State of Florida Student Station Cost Factors
December 2016**

STUDENT STATION COST FACTORS

12/19/2016

	Consumer Price Index - REC National Economic Forecast of Nov 2016	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Jan-2006	199.0	1.0000	17,952	19,396	25,181
Feb-2006	199.1	1.0005	17,981	19,396	25,194
Mar-2006	199.6	1.0030	18,006	19,444	25,257
Apr-2006	200.8	1.0090	18,114	19,551	25,409
May-2006	201.9	1.0146	18,214	19,659	25,548
Jun-2006	202.4	1.0171	18,259	19,717	25,611
Jul-2006	203.2	1.0211	18,331	19,795	25,712
Aug-2006	203.8	1.0241	18,385	19,854	25,788
Sep-2006	202.7	1.0186	18,286	19,748	25,649
Oct-2006	201.8	1.0141	18,205	19,659	25,535
Nov-2006	201.9	1.0146	18,214	19,669	25,548
Dec-2006	202.8	1.0191	18,295	19,756	25,662
Jan-2007	203.2	1.0211	18,331	19,795	25,712
Feb-2007	203.9	1.0246	18,394	19,863	25,801
Mar-2007	205.1	1.0307	18,502	19,980	25,953
Apr-2007	206.0	1.0352	18,583	20,058	26,087
May-2007	207.4	1.0422	18,710	20,204	26,244
Jun-2007	207.8	1.0442	18,748	20,243	26,295
Jul-2007	208.0	1.0452	18,764	20,263	26,320
Aug-2007	207.7	1.0437	18,737	20,234	26,282
Sep-2007	208.3	1.0487	18,791	20,292	26,358
Oct-2007	209.1	1.0508	18,803	20,370	26,459
Nov-2007	210.9	1.0508	19,026	20,545	26,687
Dec-2007	211.7	1.0538	19,098	20,623	26,788
Jan-2008	212.5	1.0578	19,169	20,701	26,889
Feb-2008	212.8	1.0598	19,202	20,736	26,935
Mar-2008	213.7	1.0737	19,275	20,815	27,037
Apr-2008	214.0	1.0754	19,305	20,847	27,078
May-2008	215.0	1.0806	19,399	20,949	27,211
Jun-2008	217.0	1.0908	19,579	21,143	27,463
Jul-2008	218.6	1.0985	19,721	21,296	27,662
Aug-2008	218.6	1.0984	19,718	21,293	27,658
Sep-2008	218.7	1.0989	19,727	21,303	27,671
Oct-2008	216.9	1.0899	19,588	21,129	27,445
Nov-2008	213.3	1.0717	19,239	20,775	26,986
Dec-2008	211.6	1.0632	19,087	20,611	26,772
Jan-2009	212.2	1.0662	19,140	20,669	26,848
Feb-2009	213.0	1.0704	19,216	20,751	26,953
Mar-2009	212.7	1.0689	19,189	20,722	26,916
Apr-2009	212.7	1.0687	19,185	20,718	26,911
May-2009	212.9	1.0697	19,204	20,738	26,937
Jun-2009	214.5	1.0777	19,347	20,892	27,137
Jul-2009	214.5	1.0779	19,350	20,896	27,142
Aug-2009	215.4	1.0824	19,431	20,984	27,256
Sep-2009	215.8	1.0844	19,468	21,023	27,307
Oct-2009	216.4	1.0874	19,522	21,081	27,383
Nov-2009	217.3	1.0920	19,603	21,169	27,497
Dec-2009	217.5	1.0930	19,621	21,188	27,522
Jan-2010	217.6	1.0935	19,630	21,198	27,535
Feb-2010	217.6	1.0935	19,630	21,198	27,535
Mar-2010	217.7	1.0940	19,639	21,208	27,547
Apr-2010	217.6	1.0935	19,630	21,198	27,535
May-2010	217.2	1.0915	19,594	21,159	27,484
Jun-2010	216.9	1.0899	19,567	21,130	27,446
Jul-2010	217.8	1.0935	19,630	21,198	27,535

STUDENT STATION COST FACTORS

12/18/2016

	Consumer Price Index - REC National Economic Forecast of Nov 2016	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Aug-2010	218.2	1.0965	19,684	21,258	27,611
Sep-2010	218.4	1.0975	19,702	21,276	27,636
Oct-2010	218.9	1.1000	19,747	21,325	27,699
Nov-2010	219.4	1.1025	19,782	21,373	27,762
Dec-2010	220.0	1.1055	19,848	21,432	27,838
Jan-2011	221.1	1.1111	19,946	21,539	27,977
Feb-2011	222.3	1.1171	20,054	21,656	28,129
Mar-2011	223.5	1.1231	20,162	21,773	28,281
Apr-2011	224.4	1.1276	20,243	21,860	28,395
May-2011	224.6	1.1298	20,279	21,899	28,446
Jun-2011	224.3	1.1271	20,234	21,851	28,382
Jul-2011	225.4	1.1327	20,334	21,958	28,522
Aug-2011	226.3	1.1372	20,415	22,045	28,635
Sep-2011	227.0	1.1407	20,478	22,114	28,724
Oct-2011	226.8	1.1397	20,460	22,094	28,699
Nov-2011	226.7	1.1392	20,451	22,084	28,686
Dec-2011	227.0	1.1407	20,478	22,114	28,724
Jan-2012	227.5	1.1432	20,523	22,162	28,787
Feb-2012	228.4	1.1477	20,604	22,250	28,901
Mar-2012	229.1	1.1513	20,667	22,318	28,990
Apr-2012	229.2	1.1518	20,676	22,328	29,002
May-2012	228.5	1.1482	20,613	22,260	28,914
Jun-2012	228.6	1.1487	20,622	22,270	28,927
Jul-2012	228.7	1.1482	20,631	22,279	28,939
Aug-2012	230.1	1.1563	20,758	22,416	29,116
Sep-2012	231.4	1.1628	20,875	22,542	29,281
Oct-2012	231.8	1.1648	20,911	22,581	29,331
Nov-2012	231.0	1.1605	20,839	22,503	29,230
Dec-2012	231.0	1.1608	20,839	22,503	29,230
Jan-2013	231.2	1.1616	20,857	22,523	29,255
Feb-2013	232.8	1.1697	20,998	22,678	29,454
Mar-2013	232.3	1.1675	20,960	22,634	29,400
Apr-2013	231.5	1.1632	20,883	22,551	29,292
May-2013	231.8	1.1650	20,914	22,584	29,335
Jun-2013	232.9	1.1706	21,014	22,693	29,476
Jul-2013	233.3	1.1725	21,048	22,729	29,524
Aug-2013	233.5	1.1735	21,067	22,749	29,550
Sep-2013	233.9	1.1756	21,105	22,790	29,603
Oct-2013	233.8	1.1749	21,092	22,777	29,586
Nov-2013	233.9	1.1753	21,099	22,785	29,586
Dec-2013	234.8	1.1788	21,162	22,852	29,683
Jan-2014	234.9	1.1800	21,194	22,880	29,728
Feb-2014	235.2	1.1818	21,215	22,909	29,759
Mar-2014	235.8	1.1841	21,257	22,955	29,817
Apr-2014	236.3	1.1872	21,313	23,015	29,895
May-2014	237.1	1.1914	21,388	23,090	30,000
Jun-2014	237.7	1.1944	21,443	23,155	30,077
Jul-2014	237.0	1.1955	21,482	23,170	30,104
Aug-2014	237.4	1.1931	21,419	23,130	30,044
Sep-2014	237.6	1.1941	21,437	23,150	30,070
Oct-2014	237.6	1.1942	21,438	23,150	30,071
Nov-2014	237.0	1.1911	21,383	23,091	29,993
Dec-2014	236.3	1.1874	21,315	23,018	29,890
Jan-2015	234.7	1.1793	21,170	22,852	29,695
Feb-2015	235.2	1.1818	21,216	22,911	29,760

STUDENT STATION COST FACTORS

12/19/2016

	Consumer Price Index - REC National Economic Forecast of Nov 2016	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Mar-2015	235.7	1.1846	21,268	22,865	29,830
Apr-2015	236.0	1.1856	21,288	22,869	29,861
May-2015	237.0	1.1911	21,383	23,091	29,993
Jun-2015	237.8	1.1949	21,451	23,164	30,069
Jul-2015	238.1	1.1985	21,479	23,165	30,128
Aug-2015	237.9	1.1956	21,464	23,179	30,107
Sep-2015	237.6	1.1936	21,431	23,143	30,061
Oct-2015	238.0	1.1962	21,474	23,189	30,121
Nov-2015	238.1	1.1965	21,480	23,198	30,130
Dec-2015	238.0	1.1962	21,474	23,169	30,121
Jan-2016	238.1	1.1965	21,480	23,198	30,130
Feb-2016	237.7	1.1945	21,444	23,157	30,079
Mar-2016	237.9	1.1956	21,463	23,177	30,106
Apr-2016	238.0	1.2005	21,551	23,272	30,229
May-2016	239.4	1.2031	21,597	23,323	30,294
Jun-2016	239.9	1.2056	21,642	23,371	30,357
Jul-2016	239.8	1.2051	21,634	23,362	30,345
Aug-2016	240.3	1.2075	21,678	23,409	30,407
Sep-2016	241.0	1.2111	21,741	23,478	30,466
Oct-2016	241.9	1.2154	21,819	23,562	30,505
Nov-2016	242.4	1.2161	21,867	23,614	30,673
Dec-2016	242.9	1.2205	21,912	23,682	30,736
Jan-2017	243.1	1.2216	21,930	23,682	30,761
Feb-2017	243.5	1.2236	21,966	23,721	30,812
Mar-2017	244.0	1.2261	22,011	23,770	30,875
Apr-2017	244.5	1.2286	22,057	23,818	30,938
May-2017	245.0	1.2312	22,102	23,857	31,002
Jun-2017	245.6	1.2342	22,156	23,926	31,078
Jul-2017	246.4	1.2382	22,228	24,004	31,179
Aug-2017	246.9	1.2407	22,273	24,052	31,242
Sep-2017	247.4	1.2432	22,318	24,101	31,305
Oct-2017	247.8	1.2452	22,354	24,140	31,356
Nov-2017	248.3	1.2477	22,399	24,189	31,418
Dec-2017	248.7	1.2497	22,435	24,228	31,470
Jan-2018	249.1	1.2518	22,472	24,267	31,521
Feb-2018	249.6	1.2543	22,517	24,315	31,564
Mar-2018	250.1	1.2568	22,562	24,354	31,647
Apr-2018	250.8	1.2603	22,625	24,432	31,736
May-2018	251.3	1.2628	22,670	24,481	31,799
Jun-2018	251.8	1.2653	22,715	24,530	31,862
Jul-2018	252.3	1.2678	22,760	24,578	31,925
Aug-2018	252.8	1.2704	22,805	24,627	31,989
Sep-2018	253.3	1.2729	22,850	24,676	32,052
Oct-2018	253.7	1.2749	22,887	24,715	32,103
Nov-2018	254.2	1.2774	22,932	24,763	32,166
Dec-2018	254.7	1.2799	22,977	24,812	32,229
Jan-2019	255.2	1.2824	23,022	24,861	32,292
Feb-2019	255.7	1.2849	23,067	24,910	32,356
Mar-2019	256.2	1.2874	23,112	24,958	32,419
Apr-2019	256.7	1.2899	23,157	25,007	32,482
May-2019	257.2	1.2925	23,202	25,056	32,545
Jun-2019	257.7	1.2950	23,247	25,104	32,608
Jul-2019	258.3	1.2980	23,302	25,163	32,665
Aug-2019	258.8	1.3005	23,347	25,212	32,746
Sep-2019	259.3	1.3030	23,392	25,260	32,811

STUDENT STATION COST FACTORS

12/19/2016

	Consumer Price Index - REC National Economic Forecast of Nov 2016	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Oct-2019	259.6	1.3055	23,437	25,309	32,674
Nov-2019	260.4	1.3085	23,491	25,367	32,850
Dec-2019	260.9	1.3111	23,536	25,416	33,014
Jan-2020	261.5	1.3141	23,590	25,475	33,080
Feb-2020	262.0	1.3168	23,635	25,523	33,163
Mar-2020	262.8	1.3196	23,689	25,582	33,229
Apr-2020	263.1	1.3221	23,735	25,630	33,292
May-2020	263.6	1.3246	23,780	25,679	33,355
Jun-2020	264.2	1.3276	23,834	25,738	33,431
Jul-2020	264.7	1.3302	23,879	25,786	33,485
Aug-2020	265.2	1.3327	23,924	25,835	33,558
Sep-2020	265.8	1.3357	23,978	25,893	33,634
Oct-2020	266.3	1.3382	24,023	25,942	33,687
Nov-2020	266.8	1.3407	24,068	25,991	33,760
Dec-2020	267.4	1.3437	24,122	26,049	33,836
Jan-2021	267.9	1.3462	24,168	26,098	33,889
Feb-2021	268.5	1.3492	24,222	26,156	33,975
Mar-2021	269.0	1.3516	24,267	26,205	34,039
Apr-2021	269.6	1.3548	24,321	26,264	34,115
May-2021	270.1	1.3573	24,366	26,312	34,178
Jun-2021	270.7	1.3603	24,420	26,371	34,254
Jul-2021	271.2	1.3628	24,465	26,420	34,317
Aug-2021	271.7	1.3653	24,510	26,469	34,380
Sep-2021	272.3	1.3683	24,564	26,527	34,456
Oct-2021	272.8	1.3709	24,610	26,575	34,519
Nov-2021	273.3	1.3734	24,655	26,624	34,583
Dec-2021	273.9	1.3764	24,709	26,683	34,659
Jan-2022	274.4	1.3789	24,754	26,731	34,722
Feb-2022	275.0	1.3819	24,808	26,790	34,798
Mar-2022	275.5	1.3844	24,853	26,838	34,861
Apr-2022	276.1	1.3874	24,907	26,897	34,937
May-2022	276.7	1.3905	24,961	26,955	35,013
Jun-2022	277.3	1.3935	25,016	27,014	35,089
Jul-2022	277.9	1.3965	25,070	27,072	35,165
Aug-2022	278.5	1.3995	25,124	27,131	35,241
Sep-2022	279.1	1.4025	25,178	27,189	35,317
Oct-2022	279.8	1.4050	25,223	27,238	35,380
Nov-2022	280.2	1.4080	25,277	27,296	35,450
Dec-2022	280.8	1.4111	25,331	27,355	35,532
Jan-2023	281.4	1.4141	25,385	27,413	35,608
Feb-2023	281.9	1.4168	25,430	27,462	35,671
Mar-2023	282.5	1.4196	25,485	27,520	35,747
Apr-2023	283.1	1.4226	25,539	27,579	35,823
May-2023	283.7	1.4256	25,593	27,637	35,899
Jun-2023	284.3	1.4288	25,647	27,696	35,975
Jul-2023	284.9	1.4317	25,701	27,754	36,051
Aug-2023	285.5	1.4347	25,755	27,813	36,127
Sep-2023	286.1	1.4377	25,809	27,871	36,202
Oct-2023	286.7	1.4407	25,864	27,929	36,278
Nov-2023	287.3	1.4437	25,918	27,988	36,354
Dec-2023	287.9	1.4467	25,972	28,046	36,430
Jan-2024	288.5	1.4497	26,026	28,105	36,506
Feb-2024	289.1	1.4528	26,080	28,163	36,582
Mar-2024	289.8	1.4553	26,125	28,212	36,645
Apr-2024	290.2	1.4583	26,179	28,270	36,721

STUDENT STATION COST FACTORS

12/19/2016

	Consumer Price Index - REC National Economic Forecast of Nov 2016	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
May-2024	290.8	1.4813	26,233	26,329	36,797
Jun-2024	291.4	1.4843	26,288	26,397	36,873
Jul-2024	292.0	1.4873	26,342	26,446	36,949
Aug-2024	292.6	1.4704	26,396	26,504	37,025
Sep-2024	293.2	1.4734	26,450	26,563	37,101
Oct-2024	293.8	1.4764	26,504	26,621	37,177
Nov-2024	294.4	1.4794	26,558	26,680	37,253
Dec-2024	295.0	1.4824	26,612	26,738	37,329
Jan-2025	295.7	1.4859	26,675	26,806	37,417
Feb-2025	296.3	1.4889	26,730	26,865	37,493
Mar-2025	296.9	1.4920	26,784	26,923	37,569
Apr-2025	297.5	1.4950	26,839	26,982	37,645
May-2025	298.1	1.4980	26,892	26,040	37,721
Jun-2025	298.7	1.5010	26,946	26,098	37,797
Jul-2025	299.3	1.5040	27,000	26,157	37,873
Aug-2025	299.9	1.5070	27,054	26,215	37,949
Sep-2025	300.5	1.5101	27,108	26,274	38,025
Oct-2025	301.1	1.5131	27,163	26,332	38,100
Nov-2025	301.7	1.5161	27,217	26,391	38,176
Dec-2025	302.3	1.5191	27,271	26,449	38,252
Jan-2026	302.9	1.5221	27,325	26,508	38,328
Feb-2026	303.5	1.5251	27,379	26,566	38,404
Mar-2026	304.1	1.5281	27,433	26,625	38,480
Apr-2026	304.7	1.5312	27,487	26,683	38,556
May-2026	305.4	1.5347	27,550	26,751	38,645
Jun-2026	306.0	1.5377	27,605	26,810	38,721

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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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**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,

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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

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:

Pauline E. White
Signature

PAULINE E. WHITE

Print Name

Genevieve Ponce
Signature

GENEVIEVE PONCE

Print Name

ATTEST: *Robert D. Ramirez*
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: *[Signature]* 12/9/13

School Board General Counsel

EXHIBIT "A"

CITY CENTER PROPERTY

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OFFICIAL COPY

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 so 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 PLAT, 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 01 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 91 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 S02°10'12"E ON A WESTERLY LINE OF SAID PARCEL "A" FOR A DISTANCE OF 478.60 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 S01°32'12"W; THENCE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 222.67 FEET THROUGH A CENTRAL ANGLE OF 29°15'45", AN ARC DISTANCE OF 114.97 FEET TO A POINT OF TANGENCY; THENCE S57°31'14"E A DISTANCE OF 71.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 21.25 FEET, THROUGH A CENTRAL ANGLE OF 10°03'29", AN ARC DISTANCE OF 3.74 FEET TO A POINT OF TANGENCY; THENCE S54°16'07"E A DISTANCE OF 24.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 24.59 FEET, THROUGH A CENTRAL ANGLE OF 20°47'36", AN ARC DISTANCE OF 8.89 FEET TO A POINT OF COMPOUND CURVE WITH A CURVE CONCAVE TO THE NORTH; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 469.85 FEET, THROUGH A CENTRAL ANGLE OF 10°14'54", AN ARC DISTANCE OF 73.51 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 74°49'15", AN ARC DISTANCE OF 48.37 FEET TO A POINT OF NON-TANGENCY; THENCE N88°34'14"E A DISTANCE OF 21.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS S84°11'28"E; THENCE N01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 42°07'18", AN ARC DISTANCE OF 20.86 FEET, THENCE S02°08'40"E A DISTANCE OF 2.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S68°40'43"W; THENCE S01°18'E 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 41.94 FEET TO THE POINT OF TANGENCY; THENCE S02°17'01"E A DISTANCE OF 52.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, THENCE S01°18'E 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°05'51"E A DISTANCE OF 36.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, THENCE S01°18'E 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 N88°34'14"E A DISTANCE OF 12.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 19.50 FEET, THROUGH A CENTRAL ANGLE OF 82°56'55", AN ARC DISTANCE OF 36.61 FEET TO A POINT OF TANGENCY; THENCE S02°08'40"E A DISTANCE OF 76.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE S01°18'E 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 S02°08'40"E A DISTANCE OF 290.91 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 S25°17'54"E; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 11.22 FEET, THROUGH A CENTRAL ANGLE OF 91°33'01", AN ARC DISTANCE OF 17.93 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE NORTHEAST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 49.00 FEET, THROUGH A CENTRAL ANGLE OF 27°37'25", AN ARC DISTANCE OF 23.62 FEET TO A POINT OF REVERSE CURVE WITH A CURVE CONCAVE TO THE SOUTHWEST; THENCE S01°18'E ON THE ARC OF SAID CURVE HAVING A RADIUS OF 24.00 FEET, THROUGH A CENTRAL ANGLE OF 10°29'19", 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 316.53 FEET, THENCE S02°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 (11.032 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	0.058	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

Portfolio Management and Services Department

600 SE 3rd Avenue, 8th Floor

Fort Lauderdale, Florida 33301

Tel: (754) 321-2177 Fax: (754) 321-2179

www.browardschools.com

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data				Aggregate Projected Enrollment					
	Aggregate School Capacity	Aggregate 20th Day Enrollment	Aggregate Over/(Under) Enrollment		16/17	17/18	18/19	19/20	20/21	
Area F - Elementary	19,026	15,460	-3,566		18,028	18,123	18,218	18,312	18,407	
Area F - Middle	11,866	8,975	-2,890		10,643	10,620	10,598	10,575	10,553	
Area F - High	15,418	13,415	-2,003		13,601	13,550	13,519	13,477	13,436	

CHARTER SCHOOL INFORMATION									
Charter Schools within 2-mile radius	2012-13 Contract Permanent Capacity	2012-13 20th Day Enrollment	Over/(Under)	Projected Enrollment					
				13/14	14/15	15/16	16/17	17/18	18/19
Broward Charter School Of Science & Technology	435	163	-273	163	163	163	163	163	163
Kidz Choice Charter	750	103	-647	103	103	103	103	103	103
Pembroke Pines E_w_central	1,800	1,921	121	1,921	1,921	1,921	1,921	1,921	1,921
Somerset Academy Charter High Miramar	1,000	238	-762	238	238	238	238	238	238
Somerset Neighborhood	500	460	-40	460	460	460	460	460	460
Somerset Preparatory Charter Middle	400	342	-58	342	342	342	342	342	342

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District K-12 additional school enrollment out over the next five years, and a proportionate share of charter school enrollment is used to project future charter school enrollment by school level. Districtwide. For more information: <http://www.broward.k12.fl.us/charter/EnrollmentSteps>. The annual 12-month day of school enrollment is used in applying individual charter school enrollment impacts against school facility review processes.

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

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

School(s)	Description of Improvements
Pines Lakes Elementary	None
Pines Middle	None
Flanagan Charles W. High	None

PLANNED IMPROVEMENTS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)

School Level	Comments
Elementary	Elementary Schools (K-3 and F5); Classroom Additions - Coconut Palm: 12; Coral Cove: 15; Lakoside: 9; Pembroke Lakes: *2; Silver Lakes: 6; Silver Palms: 10; Silver Shores: 6; 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 high-rise and 325 townhouses (all three or more bedrooms), 415 garden apartment (all three or more bedrooms), and 675 high-rise residential units by keeping the land use designation as LAC, which are anticipated to generate 180 students (80 elementary, 41 middle and 53 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 P4-2) 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 250 additional high-rise residential units to the site via application PCT 05-1, 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 Seven Planning Areas, and Ten-Year 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 Flanagan High. Based on the District's Public School Concurrency Planning Document, Pine Lakes Elementary and Pines Middle Schools are operating below the adopted LOS of 100% of their capacities in the 2012-13 school year. However, Charles Flanagan High School is operating above the adopted LOS of 100% of its capacity (currently at 102.4%) in the 2012-13 school year. Incorporating the cumulative students anticipated from approved and vested 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 Flanagan 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 two-thirds 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 PCT 06-1 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 plat, 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

Date MARCH 1, 2013

Reviewed By: M. Rasheduzzaman

Signature M. Rasheduzzaman, AICP

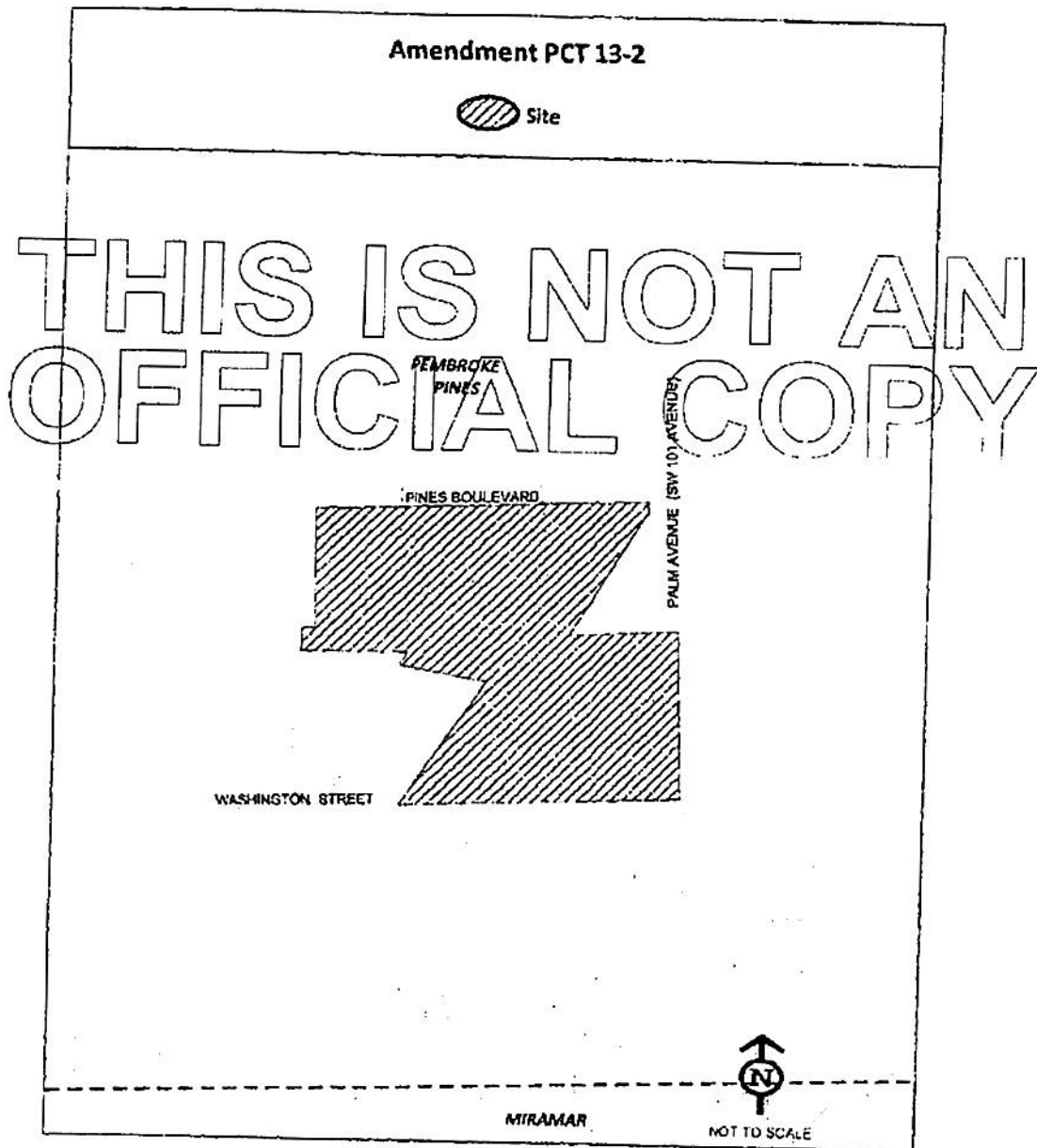
Name Mohammed Rasheduzzaman, AICP

Planner

Title

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

Page 5



THIS IS NOT AN
OFFICIAL COPY

Document prepared by and
Return recorded document to:

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

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

EDUCATIONAL MITIGATION AGREEMENT
(Land Use Plan Amendment PCT 06-1)

This is an Agreement, made and entered into by and between:

BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY",

AND

CITY OF PEMBROKE PINES, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY",

AND

THE SCHOOL BOARD OF BROWARD COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

RECITALS

WHEREAS, the CITY, through Sun Trust Bank, as Trustee of the Pembroke Pines Land Trust, Florida Land Trust Agreement No. 56-02-137-6900246 is the fee simple owner of the subject property described herein; and

1

Approved BCC 5/22/07 #86
Submitted By Dev. Mgmt.
RETURN TO DOCUMENT CONTROL

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Text Amendment PCT 06-1, establishing a "Local Activity Center" in the City of Pembroke Pines; and

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PCT 06-1 (also known as PH 2004-08), permitting 250 additional high rise residential units in the Local Activity Center in the City of City of Pembroke Pines, a legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the CITY is proposing a total of 250 high rise residential units in Land Use Plan Amendment PCT 06-1 (hereinafter "Amendment PCT 06-1"); and

WHEREAS, the CITY has agreed to mitigate the impact of students anticipated from the development of the 250 residential units in the Local Activity Center; and

WHEREAS, SCHOOL BOARD staff, as evidenced by the Public School Facility Impact Statement Report dated December 16, 2005 and letter dated December 16, 2005 to the Broward County Planning Council, which are attached hereto as Composite Exhibit "B", anticipates that the 250 residential units as proposed will generate 16 additional students consisting of 11 elementary school students, 2 middle school students and 3 high school students into Broward County District Schools; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances (hereinafter "County School Impact Fee Regulations"), requires that no application for a building permit shall be accepted by the COUNTY or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the COUNTY; and

WHEREAS, the COUNTY, SCHOOL BOARD and CITY agree that the cost per student station is appropriate to the circumstances of the Local Activity Center and that the cost per student station would be paid in lieu of the County school impact fees for the additional 16 students and that the cost per student station would be as determined and published by the State of Florida; and

WHEREAS, the schedule of the Student Station Cost Factor for elementary, middle and high school students associated with the Local Activity Center dwelling units have been established by the State of Florida pursuant to the published "Student Station Cost Factors May 2006", as may be amended, attached hereto as Exhibit "C"; and

WHEREAS, as a condition for approval of Amendment PCT 06-1, the CITY was required to enter into a tri-party interlocal agreement with the SCHOOL BOARD and COUNTY to enable legal enforcement of the commitment made before any building permits can be issued for residential units in the Local Activity Center.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY, CITY and SCHOOL BOARD agree as follows:

1. AMENDMENT OF THE CITY'S LAND DEVELOPMENT CODE.

1.01 The CITY agrees that any application for a building permit for residential development within the Local Activity Center shall be subject to the imposition of educational mitigation in the manner set forth in this Agreement. The CITY shall amend its land development code no later than 45 days from the approval of this Agreement by the SCHOOL BOARD and COUNTY or in the alternative as the owner of the subject property described herein, establish a legally enforceable mechanism acceptable to the SCHOOL BOARD and COUNTY to require the payment of the student station per dwelling unit cost in lieu of the COUNTY school impact fees due for the total 250 additional residential units contained within the boundaries of the Local Activity Center, consistent with the Student Station Mitigation Plan attached hereto as Exhibit "D". The SCHOOL BOARD and COUNTY agree that an acceptable alternative would be the collection and payment of the appropriate mitigation fee to the SCHOOL BOARD at the time of the sale or transfer of a parcel located within the Local Activity Center to another unrelated entity for development purposes.

1.02 The CITY will require evidence of payment of the student station per dwelling unit cost from individual applicants prior to the issuance of building permits, on a site-specific per project basis.

1.03 The CITY shall provide written notice to the County's Development Management Division and the School Superintendent or his designee as provided herein, upon site plan or plat approval of any residential project authorized pursuant to Amendment PCT 06-1. Notification shall include project location and number and type of units at time of site plan or plat approval and shall be confirmed by the CITY at the time of building permit.

1.04 Prior to the issuance of a building permit for the construction or erection of a residential building located within the Local Activity Center, the CITY shall verify that the owner, applicant and/or developer has paid the applicable student station per dwelling unit cost for the 250 residential units as set forth below.

1.05 The CITY, its successor and assigns, agrees that no building permits or certificates of occupancy shall be obtained from the CITY for residential development of land within the Local Activity Center until the applicable student station per dwelling unit cost is paid as required by this Agreement. Failure to verify and ensure payment of the student station per dwelling unit cost prior to obtaining a building permit shall constitute a default of this Agreement. Nothing herein shall waive or affect the right of the COUNTY and/or SCHOOL BOARD to otherwise require the CITY to comply with the conditions of Amendment PCT 06-1 or this Agreement by any remedy provided by law or equity.

2. STUDENT STATION PER DWELLING UNIT COST.

2.01 The Student Station Per Dwelling Unit Cost for each residential dwelling unit within the Local Activity Center shall be an amount derived from the cost per student station as determined, published and amended by the State of Florida for elementary, middle and high school students and the associated per dwelling unit cost as calculated by the SCHOOL BOARD. However, in no event shall that amount be less than \$1,111 for each residential dwelling unit. For example, computations utilizing the cost per student station figures as of January 2007 would be approximately \$1,111 per residential dwelling unit for the 250 residential units, and computations utilizing the cost per student station figures as of December 2016, would be approximately \$1,358 per residential dwelling unit for the 250 residential units. At no time until prior to when the last building permit is issued for the final 250th residential unit shall the total cost per student station amount due for the total units be less than the total COUNTY required effective school impact fee that could have been due for the total units.

2.02 Prior to the issuance of a finding of adequacy by the COUNTY, the SCHOOL BOARD shall provide the COUNTY with the current cost per student station schedule established and published by the State of Florida, and the associated per dwelling unit cost as calculated by the SCHOOL BOARD for the 250 residential units. No later than the end of each calendar month, the COUNTY agrees to provide written correspondence to the SCHOOL BOARD listing residential developments issued satisfactory finding of adequacy, unless the alternative is utilized which requires payment of the appropriate mitigation fee directly to the SCHOOL BOARD. At the minimum, the information provided shall include the name and project or plat number of the development, the total number and type of proposed units and the total cost per student station amount paid.

2.03 The CITY agrees that it will not accept an application for a building permit for any residential unit, which is included within the Local Activity Center unless it has received documentation of a finding of adequacy by the COUNTY.

3. EDUCATIONAL FACILITIES. The student station per dwelling unit cost paid by the owner(s) and/or developer(s) pursuant to this Agreement shall, pursuant to School Board Growth Management Policy be used to provide educational facilities to serve students generated by the 250 residential unit development in the Local Activity Center. The CITY recognizes and agrees that, even if such money is not directly utilized to meet the educational needs of the future residents of the area within the Local Activity Center, the use of such money will indirectly benefit such development by making other funds available to directly meet those needs.

4. TRANSMITTAL OF FUNDS TO THE SCHOOL BOARD. The COUNTY agrees to remit quarterly to the SCHOOL BOARD, the student station per dwelling unit cost amount collected for the proposed Local Activity Center dwelling units to be spent by the SCHOOL BOARD in accordance with School Board Growth Management Policy. The COUNTY will continue to remit

the COUNTY school impact fees to the SCHOOL BOARD consistent with the existing agreement between the COUNTY and the SCHOOL BOARD.

5. The COUNTY agrees that this Agreement satisfies the requirements of the County School Impact Fee Regulations relating to Educational Impact Fees.

6. The recitals and representations set forth within the Whereas clauses are true and correct and are incorporated herein.

7. NOTICES. 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 Agreement, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the CITY:

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

With a copy to:
Samuel S. Goren, City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

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:
The Executive Director
The School Board of Broward County, Florida
Facility Management, Planning and Site Acquisition Department
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 14th Floor
Fort Lauderdale, FL 33301

8. **RELEASE.** When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of CITY or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel the payment of the student station per dwelling unit cost and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.

9. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement 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, the venue sitis, and shall be governed by the laws of the State of Florida.

10. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

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

12. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

13. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY, CITY and SCHOOL BOARD.

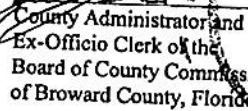
15. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

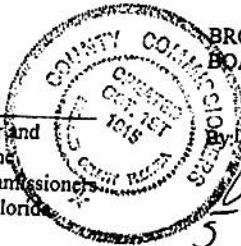
16. RECORDING OF THIS AGREEMENT. The CITY agrees to record this Agreement in the Broward County Public Records, at its expense.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 22nd day of May, 2007, The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2007, and CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

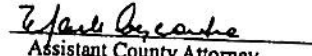


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


By: Josephus Eggelle, Mayor

5 day of June, 2007

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: 
Assistant County Attorney

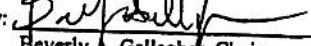
2 day of May, 2007

SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: 
Beverly A. Gallagher, Chair

____ day of _____, 2007


James F. Nott, Interim Superintendent
of Schools

Approved as to Form:


School Board Attorney

CITY

WITNESSES:

Patricia Peterson
BE Rogers

ATTEST:

J. A. Neugent 2/6/06
Judith A. Neugent, City Clerk
Neugent

CITY OF PEMBROKE PINES

By: Frank C. Osis
Frank C. Osis, Mayor
2 day of Feb, 2006

By: Charles F. Dodge
Charles F. Dodge, City Manager
5 day of Feb, 2006

APPROVED AS TO FORM:

By: Samuel S. Goren
Samuel S. Goren, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
(Including Sketch of Area)

EXHIBIT "A"

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 so 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 PLAT, 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 01 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.

COMPOSITE EXHIBIT "B"

LAND USE PLAN AMENDMENT

PUBLIC SCHOOL FACILITY IMPACT STATEMENT

Dated December 16, 2005
(Land Use Amendment PCT 06-1)

AND

THE December 16, 2005 LETTER TO THE BROWARD COUNTY PLANNING COUNCIL

The Nation's Largest Fully



Accredited School System

Facility Management, Planning & Site Acquisition Department
600 S.E. 3rd Avenue, 4th Floor
Fort Lauderdale, Florida 33301

Land Use Plan Amendment Public School Facility Impact Statement

Property Description

Type: County **BEC 18** **TWP 51** **RNG 41**
Amendment #: PCT 06-1
Owner / Developer : City of Pembroke Pines (Initial Applicant)
Jurisdiction : City of Pembroke Pines
Current Land Use: Local Activity Center (Approx. 146.37 Acres)
Proposed Land Use: Local Activity Center (Approx. 146.37 Acres)

Potential Student Impact***Additional Impact:****Cummulative Students From**

Existing Permitted Units: 0 **Elementary Students:** 11 **LUPA Approved Since:**
Proposed Units: 250 **Middle Students:** 2 1/03/05 to 12/13/05
Net Change : +250 **High Students:** 3
Total: 16

Elem	Midd	High	Total
63	23	29	115

* Note: Calculations are based upon the maximum student generation rates in the Land Development Code.

Currently Assigned Schools*

	School Capacity	20th Day* Enrollment	Over/ (Under) Enrolled	Projected Enrollment**				
				06/07	07/08	08/09	09/10	10/11
Pines Lakes Elementary	705	965	260	998	1,158	1,254	1,148	
Pines Middle	1,769	1,463	-306	1,430	1,482	1,509	1,521	
Flanagan, Charles W. High	2,384	3,146	762	3,391	3,534	3,471	3,503	

COMMENTS: Broward County Public Schools staff is advising the Broward County Planning Council, the Broward County Commission, the applicant(s)/owner(s) and/or future developer(s) of the amendment site that based on the 2005/06 Twentieth Day Membership Counts and Enrollment and Facility Planning Inventory (EFPI) Reports, Pines Lakes Elementary School is critically overcrowded in the 2005/06 school year, Pines Middle School is under enrolled (<90% of Permanent capacity), and Flanagan High School is critically overcrowded. This application was reviewed as a potential 250 high rise units development and as currently proposed, it is anticipated to generate 16 additional students into Broward County Public Schools which will exacerbate overcrowded conditions at the impacted schools. This application is subject to School Board Policy 1161 as it relates to proposed residential projects impacting critically overcrowded schools. Also, the subject site is a component of Land Use Plan Amendment PC 04-2 in which the City of Pembroke Pines committed to mitigate the anticipated student impact through the payment of cost per student station fees (see attached correspondence). As such, the mitigation complies with the mitigation provisions of Policy 1161. The applicant/owner is advised that temporarily, the School Board utilizes other options such as portable classrooms, multi-track year round education, double sessions or boundary changes to accommodate students generated from developments in the County. In the 2005/06 school year, Pembroke Pines East (K-5) charter school is located within a two-mile radius of the site, and pertinent information regarding the charter school is provided in the attached correspondence.

* Note: 2005/06 School Year Data - School attendance areas are subject to change each year.

** Adjusted Cohort projections - Cohort Survival Model, School Boundaries Department

Planned and Funded Improvements in the Currently Adopted District Educational Facilities Plan

Elementary Schools: Pines Lakes Elem.: 24-classrooms addition (Capacity 456). Bulk funding for construction of school slated for FY 2007/08.
Middle Schools: Replacement of Pines Middle School. Bulk of the funding allocated in FY 2003/04. No forecast date for project completion.
High Schools: Flanagan High: 24-classrooms addition (Capacity 540). Bulk funding for construction of school slated for FY 2007/08.
Comments:

Date: December 16, 2005

Revised 6/30/03

By:  Facility Management, Planning & Site Acquisition Department



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 Southeast Third Avenue • 14th FL, FT. LAUDERDALE, FLORIDA 33301 • TEL 754-321-2161 • FAX 754-321-2179

Chris Akagbosu, Director
Growth Management Division
Facilities Management Planning & Sub Acquisition
chris.akagbosu@browardschools.com

SCHOOL BOARD

STEFANIE ARMAKRAU, ESQ.
BENJAMIN J. WILLIAMS
CAROL E. ANDREWS
ROBIN DACHESMAN
DARLENE C. CARLIS
MARLENE S. DUNN
BETHEL A. GELATHER
DR. ROBERT D. PARKS
MARKY RUBINSTEIN

Dr. Frank Till
Superintendent of Schools

December 16, 2005

Henry Sniezek, Executive Director
Broward County Planning Council
115 South Andrews Avenue, Room #307
Fort Lauderdale, Florida 33301



Re: Land Use Plan Amendments PC 06-3 Through PC 06-13, and PCT 06-1

Dear Mr. Sniezek:

Please find attached, Public School Facility Impact Statement Reports (PSFIS) for Land Use Plan Amendment's (LUPA) PC 06-3 through PC 06-13, and PCT 06-1. Please be advised that LUPA PC 06-8 through PC 06-10 as currently proposed, are not anticipated to generate additional students into Broward County Public Schools.

Information provided by your office regarding LUPA PC 06-3 indicates that the current land use designation for the approximately 483.7-acre site is Commercial, Recreation and Open Space, Industrial, Medium-High (25) Residential, High (50) Residential, Low (5) Residential and Community Facilities. Furthermore, your office indicates that the units permitted by the existing residential land use designations consist of 19 single family, 660 garden apartment and 950 high-rise units, which generates a total of 458 (231 elementary, 123 middle and 104 high school) students. The proposed land use designation is Transit Oriented Corridor. As requested by your office, the proposed development was reviewed as 6,262 garden apartments units, which is anticipated to generate a total of 3,720 (1,766 elementary, 1,071 middle and 883 high school) students or an additional 3,262 students into Broward County Public Schools. As such, will exacerbate overcrowded conditions at the impacted school(s). Also, the number of land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 150 additional (44 elementary, 42 middle and 64 high school) students into the pertinent Elementary, Middle and High Schools.

Transforming Education: One Student at A Time
Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Land Use Plan Amendment PC 06-3 Through PC 06-13, and PC 1 06-1
December 16, 2005
Page 2

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached PSFIS Report. Based on the 2005/06 Twentieth-Day Membership Counts, and Enrollment and Facility Planning Inventory (EFPI) Report, Castle Hill Elementary School is critically overcrowded in the 2005/06 school year, and Larkdale, Lauderhill Paul Turner, and Martin Luther King Elementary Schools are under enrolled (< 90% of permanent capacity). Also, Arthur Ashe Middle, Lauderhill and Parkway Middle Schools are neutral (>= 90% to 110% of permanent capacity), and Boyd Anderson and Dillard High Schools are under enrolled.

Information regarding funded permanent capacity improvements contained in the adopted District Educational Facilities Plan, Fiscal Years 2005/06-2009/10 for pertinent impacted schools is provided in the attached Report.

In the 2005/06 school year, the charter schools listed in Table 1 below are located within a two-mile radius of the amendment site.

Table 1, 2005/06 CHARTER SCHOOLS

Charter School	2005 Contract Capacity	Twentieth Day Enrollment	Over/(Under) Enrolled	2006/07 Projected Enrollment
Central Charter School (Pre K-5)	630	601	(29)	600
Eagle Academy (6-8)	280	331	51	270
Smart School Institute (6-8)	500	361	(42)	470
Smart School Institute (9-11)	1,000	389	(611)	500

Please be aware that the maximum capacity at each charter school is determined by the enrollment specified in the charter school agreement between the school and the School Board of Broward County, Florida. Some charter schools open under enrolled, but achieve maximum capacity as they add grade levels, move from leased facilities to permanent facilities, or increase public awareness about their school within the area they serve. Castle Hill Elementary School is projected to become critically overcrowded in the 2006/07 school year, and students attending or anticipated to attend pertinent charter schools are factored into the student enrollment projections for District schools. Therefore, Central Charter School is not anticipated to completely relieve overcrowding at Castle Hill Elementary School.

This application is subject to the provisions of School Board Policy 1161 as it relates to proposed residential development applications with increased density impacting critically overcrowded schools. At the City of Lauderhill Planning and Zoning Board meeting regarding this application, City staff committed on record that the City would enter into a tri-party agreement with the School Board to

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mitigate the applicable additional student impact. To date, District staff has not received written commitment to this pronouncement from the City. As such, recommendations are that this application should be denied or deferred until permanent capacity improvement is funded in the effective School Board Capital Budget for Castle Hill Elementary School. Alternatively, if as recommended the application is not denied or deferred, the City of Lauderdale should be directed to provide mitigation for the applicable anticipated students.

Based on the request from your office, LUPA PC 06-4 was reviewed as a potential 180 multi-family (high rise) residential units, and is anticipated to generate a total of 11 additional students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. Also, the number of land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 19 additional middle students into Sawgrass Springs Middle School.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Parkside Elementary School is overcrowded in the 2005/06 school year, Sawgrass Springs Middle School is critically overcrowded, and Coral Glades High School is under enrolled (< 90% of permanent capacity).

Information regarding funded permanent capacity improvements contained in the adopted District Educational Facilities Plan, Fiscal Years 2005/06-2009/10 for pertinent impacted schools is provided in the attached Report.

In the 2005/06 school year, the charter schools listed in Table 2 below are located within a two-mile radius of the amendment site. Sawgrass Springs Middle School is projected to be critically overcrowded in the 2006/07 school year, and students attending or anticipated to attend pertinent charter schools are factored into the student enrollment projections for District schools. Therefore, Coral Springs (Grades 6-8) Charter School is not anticipated to completely relieve overcrowding at Sawgrass Springs Middle School.

Table 2, 2005/06 CHARTER SCHOOLS

Charter School	2005 Contract Capacity	Twentieth Day Enrollment	Over/(Under) Enrolled	2006/07 Projected Enrollment
Coral Springs (6-8)	830	785	(45)	668
Coral Springs (9-12)	770	821	51	942

This application is subject to the provisions of School Board Policy 1161 as it relates to proposed residential development applications with increased density impacting critically overcrowded schools.

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Therefore, recommendations are that this application should be denied or deferred until permanent capacity improvement is funded in the effective School Board Capital Budget for Sawgrass Middle School. Alternatively, if as recommended the application is not denied or deferred, the owner/developer of the property should be directed to provide mitigation for the anticipated students.

LUPA PC 06-5 was reviewed as a potential 192 garden apartment units development, and is anticipated to generate a total of 114 additional (54 elementary, 33 middle and 27 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. Also, the number of land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 649 (367 middle and 282 high school) additional students into New Renaissance Middle and Miramar High Schools.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached PSFIS Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Fairway Elementary School is neutral (>=90% to 110% of permanent capacity) in the 2005/06 school year, and New Renaissance Middle and Miramar High Schools are critically overcrowded. Planned pertinent capital improvements (permanent capacity) contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10 for the impacted schools are also depicted in the attached Report.

In the 2005/06 school year, the charter schools listed in Table 3 below are located within a two-mile radius of the amendment site.

Table 3, 2005/06 CHARTER SCHOOLS

Charter School	2005 Contract Capacity	Twentieth Day Enrollment	Over/(Under) Enrolled	2006/07 Projected Enrollment
Pembroke Pines (K-5)	1,800	1,799	(1)	1,795
Parkway Academy (9-12)	650	462	(188)	520

Student enrollment projections indicate that Miramar High School will be critically overcrowded in the 2006/07 school year, and students attending or anticipated to attend pertinent charter schools are factored into student enrollment projections for District schools. Therefore, Parkway Academy is not anticipated to completely relieve overcrowding at Miramar High School.

This application is subject to the provisions of School Board Policy 1161 as it relates to proposed residential projects impacting critically overcrowded schools. However, in a letter dated June 27, 2005 (attached), Centerline Homes through its agent Charles F. Fink, voluntarily agreed to mitigate the anticipated middle and high school students by paying the applicable Florida established Student Station Cost Factor amount.

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The proposed mitigation complies with the mitigation provisions of School Board Policy 1161. However, as a condition for approval of the land use plan amendment application and final adoption by the County Commission, and to enable legal enforcement of the voluntary commitment, a Declaration of Restrictive Covenant must be executed against the subject property prior to the land use designation becoming effective. Furthermore, the draft Restrictive Covenant must be submitted to staff for review before execution and recordation. At the minimum, the Restrictive Covenant must address the following:

1. The voluntary commitment cited above.
2. That the cited voluntary commitment must run with the property until the obligation is deemed fulfilled.
3. That full payment (or a maximum of two payments if construction of the project is phased) of the Student Station Cost Factor amount will be made directly to the School Board of Broward County, Florida prior to the time building permit is obtained for the first unit of the project.

The owner of the property has submitted a Declaration of Restrictive Covenant for review by the School District. However, it should be noted that the Declaration addresses the review conducted at the City of Miramar's request for the proposed development of 150 (20 two-bedrooms and 130 three-bedrooms) townhouse units, and determined by staff to generate a total of 38 additional (19 elementary, 8 middle and 11 high school) students. To date, the Declaration has not been finalized nor recorded.

LUPA PC 06-6 was reviewed as a potential 158 garden apartment units development, and is anticipated to generate a total of 94 additional (45 elementary, 27 middle and 22 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached PSFIS Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Welleby Elementary School is neutral (>90% to 110% of permanent capacity) in the 2005/06 school year, Westpine Middle is critically overcrowded, and Piper High School is neutral, but projected to be overcrowded in the 2006/07 school year.

Planned pertinent capital improvements (permanent capacity) for the impacted schools contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10, are also depicted in the attached Report. In the 2005/06 school year, no charter school is located within a two-mile radius of the site.

LUPA PC 06-6 is subject to the provisions of School Board Policy 1161 as it relates to proposed residential projects impacting critically overcrowded schools. Therefore, the application should be denied or deferred until permanent capacity improvement is funded in the effective School Board Capital Budget for Westpine Middle School. Alternatively, if as recommended the application is not denied or deferred, the owner/developer should be directed to provide mitigation for the anticipated students.

LUPA PC 06-11 was reviewed as a potential six single family units development, and is anticipated to generate a total of two additional (one elementary, one middle and 0 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools.

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Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached PSFIS Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Plantation Park Elementary School is under enrolled (<90% of Permanent capacity), Seminole Middle School is overcrowded and South Plantation High School is neutral (>90% to 110% of permanent capacity) in the 2005/06 school year.

Planned pertinent capital improvements (permanent capacity) for the impacted schools contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10, are also depicted in the attached Report. In the 2005/06 school year, no charter school is located within a two-mile radius of the site.

LUPA PC 06-11 is subject to Section 7.8 of the Interlocal Agreement for Public School Facility Planning and School Board Policy 1161 as it relates to proposed residential applications with increased density impacting overcrowded schools. Therefore, recommendations are that the owner/developer should be directed to provide mitigation for the applicable anticipated students.

LUPA PC 06-12 was reviewed as a potential 135 garden apartment units development, and is anticipated to generate 80 additional (38 elementary, 23 middle and 19 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. Also, the number of land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 159 additional (87 elementary, 35 middle and 37 high school) students into the depicted Elementary, Middle and High Schools.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Cypress Elementary School is neutral (>90% to 110% of permanent capacity), Pompano Beach Middle School is overcrowded and Ely High School is Under enrolled (<90% of Permanent capacity) in the 2005/06 school year.

Planned capital improvements (permanent capacity) for Pompano Beach Middle School, contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10, is also depicted in the attached Report. In the 2005/06 school year, no charter school is located within a two-mile radius of the site.

LUPA PC 06-12 is subject to Section 7.8 of the Interlocal Agreement for Public School Facility Planning and School Board Policy 1161 as it relates to proposed residential applications with increased density impacting overcrowded schools. Therefore, recommendations are that the owner/developer should be directed to provide mitigation for the applicable anticipated students.

LUPA PC 06-13 was reviewed as a potential 29 single family units development, and is anticipated to generate 12 additional (7 elementary, 3 middle and 2 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. Also, the number of

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land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 37 additional high school students into Ely High School.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Markham Elementary School is neutral ($\geq 90\%$ to 110% of permanent capacity), Crystal Lake Middle School is overcrowded and Ely High School is under enrolled ($< 90\%$ of Permanent capacity) in the 2005/06 school year.

Planned capital improvements (permanent capacity) for Crystal Lake Middle School, contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10, is also depicted in the attached Report. In the 2005/06 school year, no charter school is located within a two-mile radius of the site.

LUPA PC 06-13 is subject to Section 7.8 of the Interlocal Agreement for Public School Facility Planning and School Board Policy 1161 as it relates to proposed residential applications with increased density impacting overcrowded schools. Therefore, recommendations are that the owner/developer should be directed to provide mitigation for the applicable anticipated students.

Based on the request from your office, LUPA PCT 06-1 was reviewed as a potential 250 high rise units' development, and is anticipated to generate 16 additional (11 elementary, 2 middle and 3 high school) students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. Also, the number of land use plan amendment applications adopted by the Broward County Commission from January 3, 2005 to December 13, 2005, is anticipated to generate 115 additional (63 elementary, 23 middle and 29 high school) students into the depicted elementary, middle and high schools.

Schools serving the area of the amendment site in the 2005/06 school year are depicted in the attached Report. However, based on the 2005/06 Twentieth-Day Membership Counts, and EFPI Report, Pines Lakes Elementary School is critically overcrowded in the 2005/06 school year, Pines Middle School is under enrolled ($< 90\%$ of Permanent capacity), and Flanagan High School is critically overcrowded.

Planned capital improvements (permanent capacity) contained in the currently adopted District Educational Facilities Plan, Fiscal Years 2005/06 to 2009/10, for the pertinent impacted schools are also depicted in the attached Report. In the 2005/06 school year, Pembroke Pines East (K-5) Charter School is located within a two-mile radius of the site, and the Twentieth Day statistical data for the School is as follows: Enrollment - 1,799, Contract Capacity - 1,800 Over/(Under) - (1), 2006/07 Student Enrollment Projections - 1,795. Pines Lakes Elementary School is projected to be critically overcrowded in the 2006/07 school year, and students attending or anticipated to attend pertinent charter schools are factored into the enrollment projections for District schools. Therefore, Pembroke Pines E/W/C (K-5) Schools are not anticipated to completely relieve overcrowding at Pines Lakes Elementary School.

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This application is subject to School Board Policy 1161 as it relates to proposed residential projects with increased density impacting critically overcrowded schools. Also, the subject site is a component of LUPA PC 04-2, and during the development review phase and approval/adoption for the application, the City of Pembroke Pines committed to mitigate the anticipated student impact through the payment of cost per student station fees. This commitment was also recognized when the City requested a revised review to include the proposed 250 high rise units (see attached correspondence). As such, the mitigation complies with the mitigation provisions of School Board Policy 1161. However, it should be noted that the tri-party agreement to enable legal enforcement of the commitment for both the approved 750 (325 townhouse and 425 high rise) residential units has not been executed by the City.

As you may be aware, the class size constitutional amendment requires that by the year 2010, the maximum number of students in the following school grades must be: Pre-kindergarten through 3rd grade – 18 students, 4th through 8th grade – 22 students, and 9th through 12th grade – 25 students. It should be noted that the permanent school capacity or Florida Inventory of School Housing (FISH) for the impacted schools reflects compliance with the class size constitutional amendment.

Thank you for your continued cooperation and support on land use plan amendment matters pertaining to Broward County Public Schools. If you have questions or need further information, please email me at chris.akagbosu@browardschools.com or call me at 754-321-8352.

Sincerely,



Chris O. Akagbosu, Director
Growth Management Division
Facility Management, Planning & Site
Acquisition Department

COA:coa

Attachments

1. Public School Facility Impact Statement Report, LUPA PC 06-3 Through PC 06-13, and PCT 06-1

cc: Thomas J. Coates, Executive Director, Facility Management, Planning & Site Acquisition Department
Thomas Moore, Director, School Boundaries

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EXHIBIT "C"

STUDENT STATION COST FACTORS
NOVEMBER, 2006 TABLE

Student Station cost factors (11/2006)

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STUDENT STATION COST FACTORS
REVISED TO CONFORM WITH HB 5005(2006)

12-Nov-06

	Consumer Price Index REC National Forecast of February 2006	Student Station Cost Factors	Cost of Elementary School Student Station (\$)	Cost of Middle School Student Station (\$)	Cost of High School Student Station (\$)
Jan-2006	198.3	1.0000	17,952	19,388	25,181
Feb-2006	198.7	1.0020	17,988	19,425	25,232
Mar-2006	199.8	1.0076	18,088	19,533	25,371
Apr-2006	201.5	1.0161	18,242	19,699	25,587
May-2006	202.5	1.0212	18,332	19,797	25,714
Jun-2006	202.9	1.0232	18,368	19,836	25,765
Jul-2006	203.5	1.0262	18,423	19,894	25,841
Aug-2006	203.9	1.0282	18,459	19,933	25,892
Sep-2006	202.9	1.0232	18,368	19,836	25,785
Oct-2006	202.3	1.0202	18,314	19,777	25,689
Nov-2006	202.3	1.0202	18,314	19,777	25,689
Dec-2006	202.7	1.0222	18,350	19,816	25,740
Jan-2007	203.8	1.0277	18,450	19,924	25,879
Feb-2007	204.3	1.0303	18,495	19,973	25,943
Mar-2007	204.8	1.0328	18,540	20,021	26,006
Apr-2007	205.1	1.0343	18,568	20,051	26,044
May-2007	205.5	1.0363	18,604	20,090	26,095
Jun-2007	205.9	1.0383	18,640	20,129	26,145
Jul-2007	206.3	1.0403	18,676	20,168	26,197
Aug-2007	206.7	1.0424	18,712	20,207	26,248
Sep-2007	207.1	1.0444	18,749	20,246	26,298
Oct-2007	207.4	1.0459	18,776	20,276	26,337
Nov-2007	207.8	1.0479	18,812	20,315	26,387
Dec-2007	208.1	1.0494	18,839	20,344	26,425
Jan-2008	208.5	1.0514	18,875	20,383	26,476
Feb-2008	208.8	1.0530	18,903	20,412	26,514
Mar-2008	209.2	1.0550	18,939	20,452	26,565
Apr-2008	209.4	1.0560	18,957	20,471	26,591
May-2008	209.7	1.0575	18,984	20,500	26,629
Jun-2008	210.0	1.0590	19,011	20,530	26,667
Jul-2008	210.3	1.0605	19,038	20,559	26,705
Aug-2008	210.6	1.0620	19,066	20,588	26,743
Sep-2008	210.9	1.0635	19,093	20,618	26,781
Oct-2008	211.2	1.0651	19,120	20,647	26,819
Nov-2008	211.5	1.0666	19,147	20,676	26,857
Dec-2008	211.8	1.0681	19,174	20,706	26,895
Jan-2009	212.3	1.0706	19,219	20,755	26,959
Feb-2009	212.6	1.0721	19,247	20,784	26,997
Mar-2009	212.9	1.0736	19,274	20,813	27,035
Apr-2009	213.2	1.0751	19,301	20,843	27,073
May-2009	213.5	1.0767	19,328	20,872	27,111
Jun-2009	213.8	1.0782	19,355	20,901	27,149
Jul-2009	214.1	1.0797	19,382	20,931	27,187

<http://edr.state.fl.us/conferences/pcco/station.htm>

12/12/2006

Student Station cost factors (1/1/2006)

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Aug-2009	214.4	1.0812	19,410	20,960	27,225
Sep-2009	214.7	1.0827	19,437	20,989	27,264
Oct-2009	215.0	1.0842	19,464	21,019	27,302
Nov-2009	215.3	1.0857	19,491	21,048	27,340
Dec-2009	215.6	1.0872	19,518	21,077	27,378
Jan-2010	216.0	1.0893	19,554	21,118	27,428
Feb-2010	216.3	1.0908	19,582	21,148	27,467
Mar-2010	216.6	1.0923	19,609	21,175	27,505
Apr-2010	216.9	1.0938	19,636	21,204	27,543
May-2010	217.2	1.0953	19,663	21,234	27,581
Jun-2010	217.5	1.0968	19,690	21,263	27,619
Jul-2010	217.9	1.0988	19,726	21,302	27,670
Aug-2010	218.2	1.1004	19,754	21,331	27,708
Sep-2010	218.5	1.1019	19,781	21,361	27,746
Oct-2010	218.8	1.1034	19,808	21,390	27,784
Nov-2010	219.2	1.1054	19,844	21,429	27,835
Dec-2010	219.5	1.1069	19,871	21,458	27,873
Jan-2011	219.9	1.1089	19,907	21,498	27,924
Feb-2011	220.2	1.1104	19,935	21,527	27,962
Mar-2011	220.5	1.1120	19,962	21,556	28,000
Apr-2011	220.8	1.1135	19,989	21,586	28,038
May-2011	221.1	1.1150	20,016	21,615	28,076
Jun-2011	221.5	1.1170	20,052	21,654	28,127
Jul-2011	221.8	1.1185	20,079	21,683	28,165
Aug-2011	222.2	1.1205	20,116	21,722	28,218
Sep-2011	222.6	1.1225	20,152	21,762	28,267
Oct-2011	222.9	1.1241	20,179	21,791	28,305
Nov-2011	223.3	1.1261	20,215	21,830	28,356
Dec-2011	223.7	1.1281	20,251	21,869	28,406
Jan-2012	224.0	1.1296	20,279	21,898	28,444
Feb-2012	224.4	1.1316	20,315	21,938	28,495
Mar-2012	224.7	1.1331	20,342	21,967	28,533
Apr-2012	225.1	1.1351	20,378	22,006	28,584
May-2012	225.5	1.1372	20,414	22,045	28,635
Jun-2012	225.8	1.1387	20,442	22,074	28,673
Jul-2012	226.2	1.1407	20,478	22,114	28,724
Aug-2012	226.6	1.1427	20,514	22,153	28,775
Sep-2012	226.9	1.1442	20,541	22,182	28,813
Oct-2012	227.3	1.1462	20,577	22,221	28,864
Nov-2012	227.7	1.1483	20,614	22,260	28,914
Dec-2012	228.0	1.1498	20,641	22,290	28,952
Jan-2013	228.4	1.1518	20,677	22,329	29,003
Feb-2013	228.8	1.1538	20,713	22,368	29,054
Mar-2013	229.2	1.1558	20,749	22,407	29,105
Apr-2013	229.5	1.1573	20,777	22,436	29,143
May-2013	229.9	1.1594	20,813	22,475	29,194
Jun-2013	230.3	1.1614	20,849	22,514	29,244
Jul-2013	230.6	1.1629	20,876	22,544	29,283
Aug-2013	231.0	1.1649	20,912	22,583	29,333
Sep-2013	231.3	1.1664	20,939	22,612	29,371
Oct-2013	231.7	1.1684	20,976	22,651	29,422
Nov-2013	232.0	1.1699	21,003	22,681	29,460
Dec-2013	232.4	1.1720	21,039	22,720	29,511

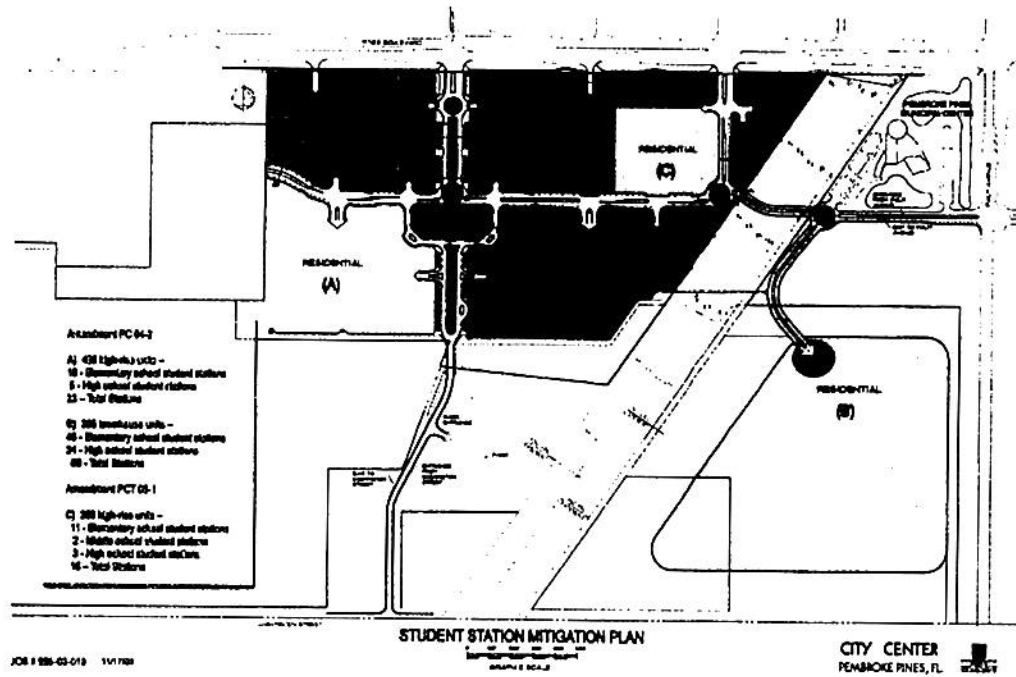
Student Station cost factors (11/2006)

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Jan-2014	232.8	1.1740	21,075	22,759	29,662
Feb-2014	233.1	1.1755	21,102	22,788	29,600
Mar-2014	233.5	1.1775	21,139	22,827	29,651
Apr-2014	233.9	1.1796	21,175	22,866	29,702
May-2014	234.2	1.1810	21,202	22,896	29,740
Jun-2014	234.6	1.1831	21,238	22,936	29,791
Jul-2014	235.0	1.1851	21,274	22,974	29,841
Aug-2014	235.3	1.1866	21,302	23,003	29,879
Sep-2014	235.7	1.1886	21,338	23,042	29,930
Oct-2014	236.0	1.1901	21,365	23,072	29,968
Nov-2014	236.4	1.1921	21,401	23,111	30,019
Dec-2014	236.7	1.1938	21,428	23,140	30,057
Jan-2015	237.1	1.1967	21,465	23,179	30,108
Feb-2015	237.5	1.1977	21,501	23,218	30,159
Mar-2015	237.9	1.1997	21,537	23,257	30,210
Apr-2015	238.2	1.2012	21,564	23,287	30,248
May-2015	238.6	1.2032	21,600	23,326	30,298
Jun-2015	239.0	1.2052	21,637	23,365	30,349
Jul-2015	239.4	1.2073	21,673	23,404	30,400
Aug-2015	239.7	1.2088	21,700	23,433	30,438
Sep-2015	240.1	1.2108	21,736	23,472	30,489
Oct-2015	240.5	1.2128	21,772	23,512	30,540
Nov-2015	240.9	1.2148	21,809	23,551	30,591
Dec-2015	241.3	1.2168	21,845	23,590	30,641
Jan-2016	241.7	1.2189	21,881	23,629	30,692
Feb-2016	242.1	1.2209	21,917	23,668	30,743
Mar-2016	242.6	1.2234	21,962	23,717	30,806
Apr-2016	243.0	1.2254	21,999	23,756	30,857
May-2016	243.4	1.2274	22,035	23,795	30,908
Jun-2016	243.8	1.2295	22,071	23,834	30,959
Jul-2016	244.3	1.2320	22,116	23,883	31,022
Aug-2016	244.7	1.2340	22,153	23,922	31,073
Sep-2016	245.1	1.2360	22,189	23,961	31,124
Oct-2016	245.5	1.2380	22,225	24,000	31,175
Nov-2016	245.9	1.2400	22,261	24,039	31,225
Dec-2016	246.3	1.2421	22,297	24,079	31,276

EXHIBIT "D"

STUDENT STATION MITIGATION PLAN



Document prepared by and
Return recorded document to:

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

INSTR # 106395210
OR BK 42695 Pages 32 - 60
RECORDED 09/05/06 07:46:20
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2000
#1, 29 Pages

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY
INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE
OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN
WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

EDUCATIONAL MITIGATION AGREEMENT

This is an Agreement, made and entered into by and between:

BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to
as "COUNTY",

AND

CITY OF PEMBROKE PINES, a municipal corporation, created and existing under the laws
of the State of Florida, its successors and assigns, hereinafter referred to as "CITY",

AND

THE SCHOOL BOARD OF BROWARD COUNTY, a body corporate and political
subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

RECITALS

WHEREAS, the CITY, through Sun Trust Bank, as Trustee of the Pembroke Pines Land
Trust, Florida Land Trust Agreement No. 56-02-137-6900246 is the fee simple owner of the subject
property described herein; and

WHEREAS, the Broward County Board of County Commissioners approved Broward
County Land Use Text Amendment PCT 04-2, establishing a "Local Activity Center" in the City of
Pembroke Pines; and

1 Approved BCC 8/15/06 #92
Submitted By Rev. Megan Kinsin
RETURN TO DOCUMENT CONTROL

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PC 04-2, designating a "Local Activity Center" in the City of City of Pembroke Pines, a description of which is attached hereto as Exhibit "A"; and

WHEREAS, the CITY is proposing a total of 750 residential units in Land Use Plan Amendment PC 04-2 (hereinafter "Amendment PC 04-2"), consisting of 325 townhouse and 425 high rise units; and

WHEREAS, the CITY has agreed to mitigate the impact of students anticipated from the development of the 750 residential units in the Local Activity Center; and

WHEREAS, SCHOOL BOARD staff, as evidenced by the Public School Facility Impact Statement Report dated April 20, 2004 and letter dated April 20, 2004 to the Broward County Planning Council, which are attached hereto as Composite Exhibit "B", anticipates that the 750 residential units as proposed will generate 115 additional students consisting of 63 elementary school students, 23 middle school students and 29 high school students into Broward County District Schools; and

WHEREAS, for mitigation purposes, SCHOOL BOARD staff applied credit for the 23 middle school students generated based on the funded capital improvement regarding the replacement of Pines Middle School and determined that capacity resulting from the capital improvement will accommodate the anticipated middle school students, resulting in the mitigation for 63 elementary and 29 high school students a net modification obligation of 92 students; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances (hereinafter "County School Impact Fee Regulations"), requires that no application for a building permit shall be accepted by the COUNTY or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the COUNTY; and

WHEREAS, the COUNTY, SCHOOL BOARD and CITY agree that the cost per student station is appropriate to the circumstances of the Local Activity Center and that the cost per student station would be paid in lieu of the County school impact fees for the additional 92 students and that the cost per student station would be as determined and published by the State of Florida; and

WHEREAS, the schedule of the Student Station Cost Factor for elementary, middle and high school students associated with the Local Activity Center dwelling units have been established by the State of Florida pursuant to the published "Student Station Cost Factors Nov. 2005", as may be amended, attached hereto as Exhibit "C"; and

WHEREAS, as a condition for approval of Amendment PC 04-2, the CITY was required to enter into a tri-party interlocal agreement with the SCHOOL BOARD and COUNTY to enable legal enforcement of the commitment made before any building permits can be issued for residential units in the Local Activity Center.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY, CITY and SCHOOL BOARD agree as follows:

1. AMENDMENT OF THE CITY'S LAND DEVELOPMENT CODE.

1.01 The CITY agrees that any application for a building permit for residential development within the Local Activity Center shall be subject to the imposition of educational mitigation in the manner set forth in this Agreement. The CITY shall amend its land development code no later than 45 days from the approval of this Agreement by the SCHOOL BOARD and COUNTY or in the alternative as the owner of the subject property described herein, establish a legally enforceable mechanism acceptable to the SCHOOL BOARD and COUNTY to require the payment of the student station per dwelling unit cost in lieu of the COUNTY school impact fees due for the total 750 additional residential units contained within the boundaries of the Local Activity Center. The SCHOOL BOARD and COUNTY agree that an acceptable alternative would be the collection and payment of the appropriate mitigation fee to the SCHOOL BOARD at the time of the sale or transfer of a parcel located within the Local Activity Center to another unrelated entity for development purposes.

1.02 The CITY will require evidence of payment of the student station per dwelling unit cost from individual applicants prior to the issuance of building permits, on a site-specific per project basis.

1.03 The CITY shall provide written notice to the County's Development Management Division and the School Superintendent or his designee as provided herein, upon site plan or plat approval of any residential project authorized pursuant to Amendment PC 04-2. Notification shall include project location and number and type of units at time of site plan or plat approval and shall be confirmed by the CITY at the time of building permit.

1.04 Prior to the issuance of a building permit for the construction or erection of a residential building located within the Local Activity Center, the CITY shall verify that the owner, applicant and/or developer has paid the applicable student station per dwelling unit cost for the 750 residential units as set forth below.

1.05 The CITY, its successor and assigns, agrees that no building permits or certificates of occupancy shall be obtained from the CITY for residential development of land within the Local Activity Center until the applicable student station per dwelling unit cost is paid as required by this Agreement. Failure to verify and ensure payment of the student station per dwelling unit cost prior to obtaining a building permit shall constitute a default of this Agreement. Nothing herein shall waive or affect the right of the COUNTY and/or SCHOOL BOARD to otherwise require the CITY to comply with the conditions of Amendment PC 04-2 or this Agreement by any remedy provided by law or equity.

2. STUDENT STATION PER DWELLING UNIT COST.

2.01 The Student Station Per Dwelling Unit Cost for each residential dwelling unit within the Local Activity Center shall be an amount derived from the cost per student station as determined, published and amended by the State of Florida for elementary, middle and high school students and the associated per dwelling unit cost as calculated by the SCHOOL BOARD. However, in no event shall that amount be less than \$2,048 for each residential dwelling unit. For example, computations utilizing the cost per student station figures as of January 2006 would be approximately \$2,048 per residential dwelling unit for the 750 residential units, and computations utilizing the cost per student station figures as of June 2012, would be approximately \$2,327 per residential dwelling unit for the 750 residential units. At no time until prior to when the last building permit is issued for the final 750th residential unit shall the total cost per student station amount due for the total units be less than the total COUNTY required effective school impact fee that could have been due for the total units.

2.02 Prior to the issuance of a finding of adequacy by the COUNTY, the SCHOOL BOARD shall provide the COUNTY with the current cost per student station schedule established and published by the State of Florida, and the associated per dwelling unit cost as calculated by the SCHOOL BOARD for the 750 residential units. No later than the end of each calendar month, the COUNTY agrees to provide written correspondence to the SCHOOL BOARD listing residential developments issued satisfactory finding of adequacy, unless the alternative is utilized which requires payment of the appropriate mitigation fee directly to the SCHOOL BOARD. At the minimum, the information provided shall include the name and project or plat number of the development, the total number and type of proposed units and the total cost per student station amount paid.

2.03 The CITY agrees that it will not accept an application for a building permit for any residential unit, which is included within the Local Activity Center unless it has received documentation of a finding of adequacy by the COUNTY.

3. EDUCATIONAL FACILITIES. The student station per dwelling unit cost paid by the owner(s) and/or developer(s) pursuant to this Agreement shall, pursuant to School Board Growth Management Policy be used to provide educational facilities to serve students generated by the 750 residential unit development in the Local Activity Center. The CITY recognizes and agrees that, even if such money is not directly utilized to meet the educational needs of the future residents of the area within the Local Activity Center, the use of such money will indirectly benefit such development by making other funds available to directly meet those needs.

4. TRANSMITTAL OF FUNDS TO THE SCHOOL BOARD. The COUNTY agrees to remit quarterly to the SCHOOL BOARD, the student station per dwelling unit cost amount collected for the proposed Local Activity Center dwelling units to be spent by the SCHOOL BOARD in accordance with School Board Growth Management Policy. The COUNTY will continue to remit the COUNTY school impact fees to the SCHOOL BOARD consistent with the existing agreement between the COUNTY and the SCHOOL BOARD.

5. The COUNTY agrees that this Agreement satisfies the requirements of the County School Impact Fee Regulations relating to Educational Impact Fees.

6. The recitals and representations set forth within the Whereas clauses are true and correct and are incorporated herein.

7. NOTICES. 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 Agreement, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the CITY:

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

With a copy to:
Samuel S. Goren, City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

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:
The Executive Director
The School Board of Broward County, Florida
Facility Management, Planning and Site Acquisition Department

Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 14th Floor
Fort Lauderdale, FL 33301

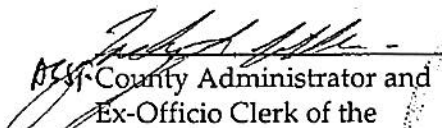
8. RELEASE. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of CITY or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel the payment of the student station per dwelling unit cost and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.
9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement 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, the venue sits, and shall be governed by the laws of the State of Florida.
10. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
11. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
12. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
13. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY, CITY and SCHOOL BOARD.
15. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
16. RECORDING OF THIS AGREEMENT. The CITY agrees to record this Agreement in the Broward County Public Records, at its expense.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2006, The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006, and CITY, signing by and through its MAYOR, duly authorized to execute same.

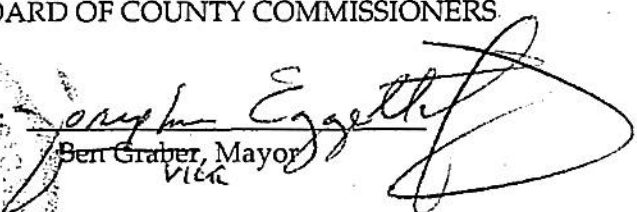
COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By:


Ben Graber, Mayor
Vice

31st day of August, 2006

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By:


Assistant County Attorney

14 day of June, 2006

SCHOOL BOARD

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

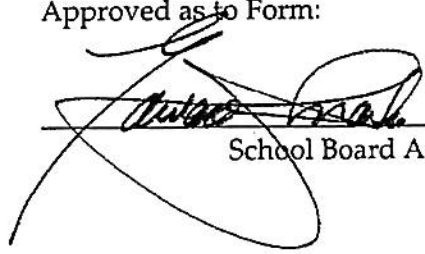
By: 

Benjamin J. Williams, Chair

16 day of June, 2006



Franklin L. Tiff, Jr., Superintendent of
Schools

Approved as to Form:

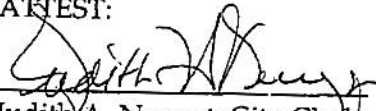

School Board Attorney

CITY


WITNESSES:


Julie Klahn

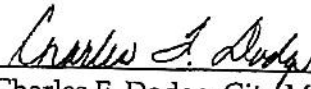
ATTEST:


Judith A. Nugent, City Clerk

CITY OF PEMBROKE PINES

By: 
Frank C. Otis, Mayor

17 day of May, 2006

By: 
Charles F. Dodge, City Manager

17 day of May, 2006

APPROVED AS TO FORM:

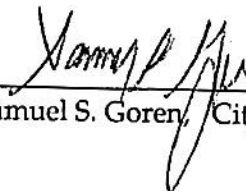
By:  5/17/06
Samuel S. Goren, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
(Including Sketch of Area)

**LAND DESCRIPTION
PINES LAKE CENTER
CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA**

PARCEL 1:

Portions of Tracts 35-43 and 54-60, Section 18, Township 51 South, Range 41 East of "THE EVERGLADES SUGAR & LAND COMPANY SUBDIVISION", according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of 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 120.00 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 COMPANY SUBDIVISION", according to the plat thereof as recorded in Plat Book 2, Page 39, of the Public Records of Dade County, Florida, said portions described as follows:

Begin at the Southwest corner Tract "A" "PEMBROKE PINES CITY HALL PLAT", according to the plat thereof 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 (SE1/4), of said Section 18, South 02°07'17" East 1421.17 feet to a line parallel with and 50.00 feet North of

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
October 10, 2003

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EXHIBIT A

the South line of the Southeast Quarter (SE1/4), 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.

TOGETHER WITH:

PARCEL 2: (FPL Easement Property)

That portion of land described in Official Records Book 2222, Page 704, Official Records Book 222 Page 552 and Official Records Book 1192, Page 114, all of the Public Records of Broward County, Florida, lying South of 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 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 PLAT, 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 01 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 (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, and containing a total net area of 133.590 Acres, more or less.

PEMBROKE PINES CITY CENTER

A REPLAT OF PORTIONS OF TRACTS 33 THROUGH 43 and 54 THROUGH 64, OF
"THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" RECORDED IN
PLAT BOOK 2, PAGE 39, DADE COUNTY RECORDS LYING IN SECTION 18,

TOWNSHIP 51 SOUTH, RANGE 41 EAST
CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA

This Instrument Prepared By:
Gregory J. Clements, P.E.
Calvin Goodson & Associates, Inc.
Engineers Surveyors Planners
 1809 Elder Drive, Suite 208
 Ft. Lauderdale, Florida 33316
 Phone: 954.583.7772 Fax 954.583.0097
 Certificate of Authorization No. LB 8796
November, 2003

LEGAL DESCRIPTION:

PARCEL 1:

PORTIONS OF TRACTS 35-43 AND 34-60, SECTION 18, TOWNSHIP 31 SOUTH, RANGE 41 EAST OF "THE EVERGLADES SUGAR & LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTIONS DESCRIBED AS FOLLOWS:

[illegible]

TOGETHER WITH:

PORTIONS OF TRACTS 33-38 AND 50-64, SECTION 10, TOWNSHIP 31 SOUTH, RANGE 41 EAST OF "THE OVERLAPES SUGAR & LAND COMPANY SUBDIVISION," ACCORDING TO THE PLAY THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTIONS DESCRIBED AS FOLLOWS:

[illegible]

SAYO LANDS SITUATE, LYING AND BEING IN THE CITY OF PEEBROKE PINES, BROWARD COUNTY, FLORIDA

TOGETHER WITH:

PARCEL 2: (FPL Easement Property)

[illegible][illegible]

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAINING A TOTAL NET AREA OF 133,590 ACRES, MORE OR LESS.

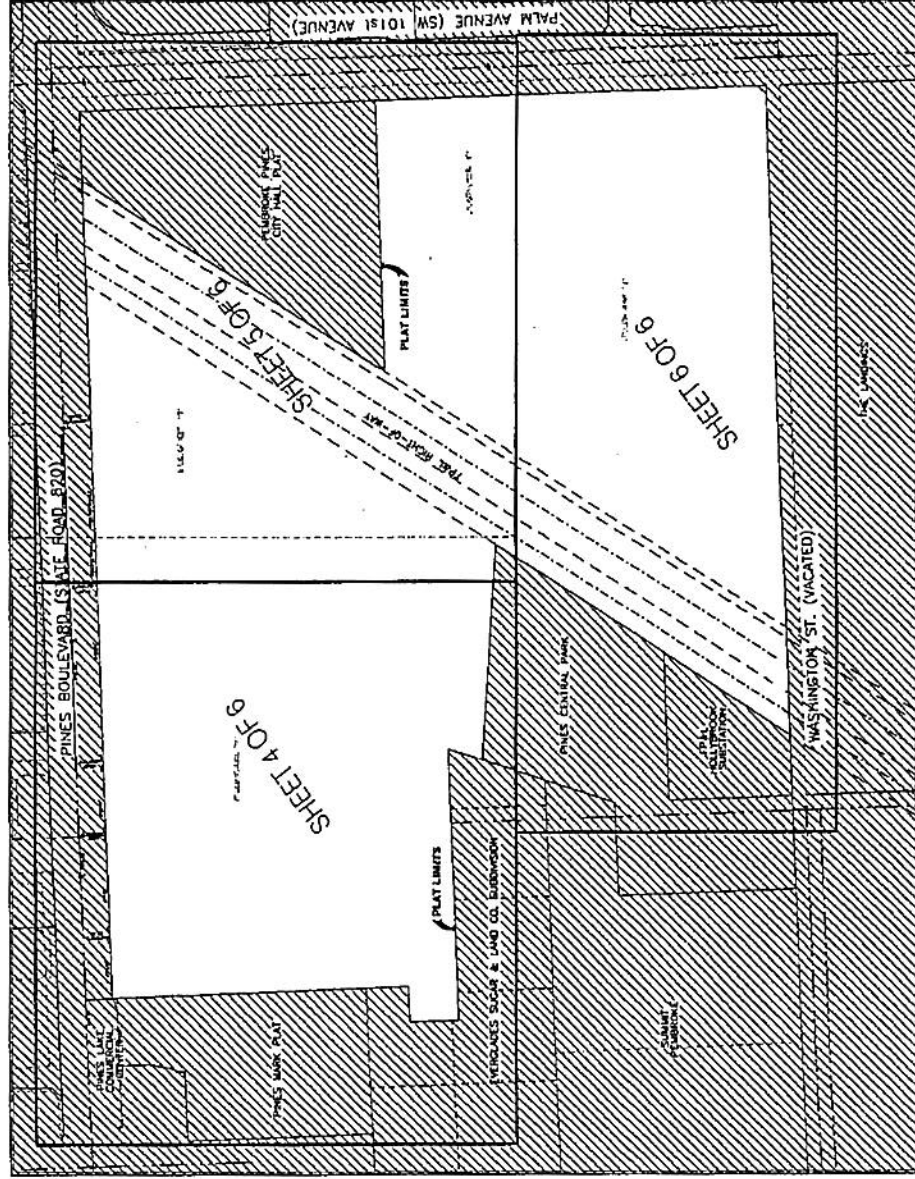
PEMBROKE PINES CITY CENTER

A REPLAT OF PORTIONS OF TRACTS 33 THROUGH 43 AND 54 THROUGH 64, OF
"THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION" RECORDED IN
PLAT BOOK 2, PAGE 39, DADE COUNTY RECORDS LYING IN SECTION 18,
TOWNSHIP 51 SOUTH, RANGE 41 EAST

CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA



This Instrument Prepared By
Gregory J. Gennaro, P.E.
C.A.M. Gennaro & Associates, Inc.
Engineers Surveyors Planners
1800 Bay Drive, Suite 200
Pembroke Pines, FL 33028
Phone: 954-352-7700 Fax: 954-352-0007
Certified of Incorporation No. 18 876
November, 2000



KEY MAP
SCALE: 1"=300'

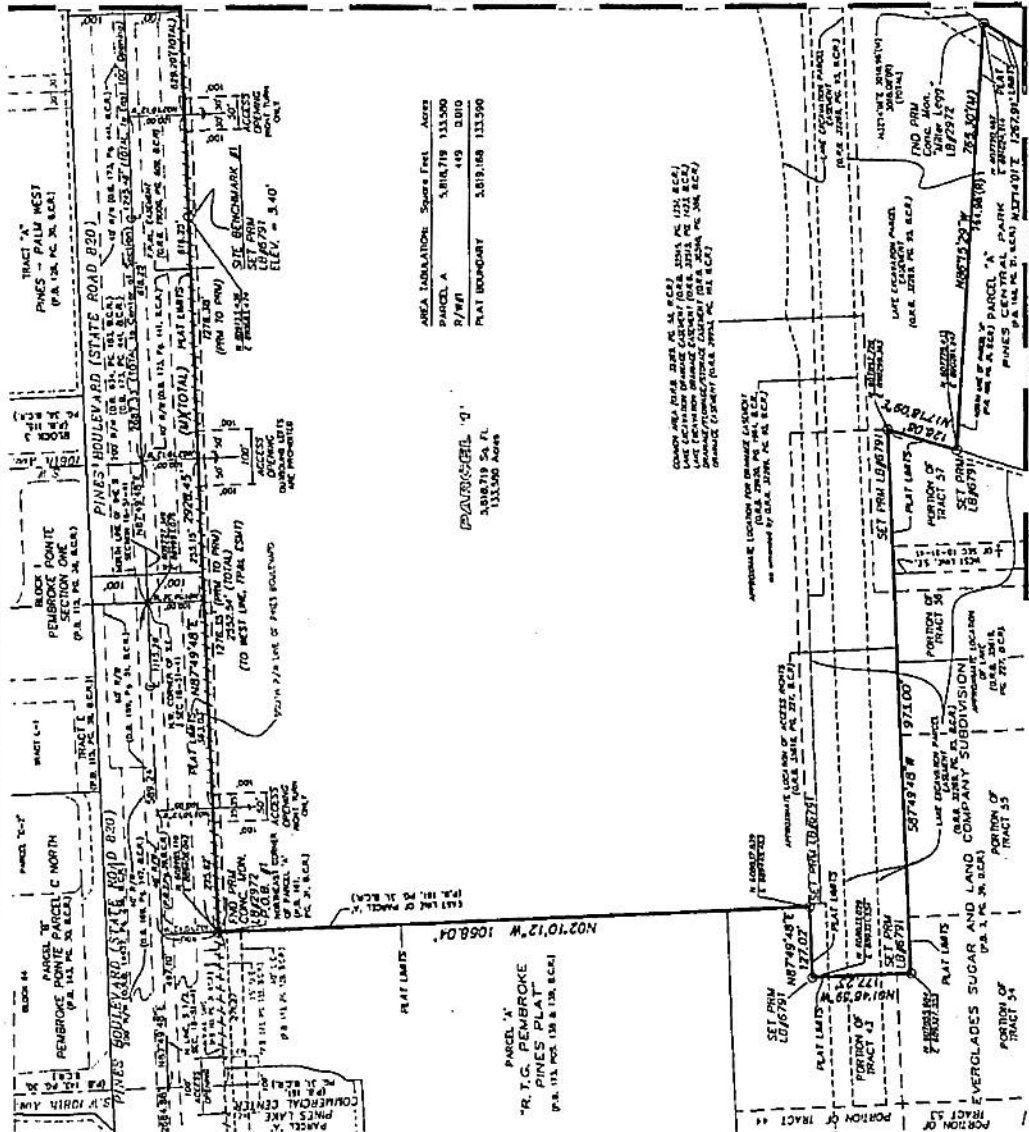
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MATCHLINE - SEE SHEET 5 OF 6

AREA INADJUDICATED:	Square Feet	Acres
PARCEL A	5,818,719	133.580
R/W	449	0.010
PLAT BOUNDARY	5,819,168	133.590

PAVING '91
3,818,719 Sq. Ft.
133,590 Acres



MATCHLINE - SEE SHEET 8 OF 6

31825 2115553

COMPOSITE EXHIBIT "B"

LAND USE PLAN AMENDMENT

PUBLIC SCHOOL FACILITY IMPACT STATEMENT

Dated April 20, 2004

(Land Use Amendment PC 04-2)

AND

THE April 20, 2004 LETTER TO THE BROWARD COUNTY PLANNING COUNCIL

The Nation's Largest Fully



Accredited School System

Facility Management, Planning & Site Acquisition Department
600 S.E. 3rd Avenue, 4th Floor
Fort Lauderdale, Florida 33301

Land Use Plan Amendment Public School Facility Impact Statement

Property Description

Type: County
Amendment #: PC 04-2
Owner / Developer: City of Pembroke Pines (Initial Applicant)
Jurisdiction: City of Pembroke Pines
Current Land Use: Employment Center-High (Approx. 146.37 Acres)
Proposed Land Use: Local Activity Center (Approx. 146.37 Acres)

SEC 18

TWP 51

RNG 41

Potential Student Impact*

Existing Permitted Units: 0
Proposed Units: 750
Net Change: +750

Additional Impact:

Elementary Students: 63
Middle Students: 23
High Students: 29
Total: 115

Cumulative Students From LUPA Approved Since:

Since
Elem Midd High Total
[] [] [] []

* Note: Calculations are based upon the maximum student generation rates in the Land Development Code.

Currently Assigned Schools*

	School Capacity	20th Day Enrollment	Over/ (Under) Enrolled	Projected Enrollment**				
				03/04	04/05	05/06	06/07	07/08
Pines Lakes Elementary	708	1,020	312	951	984	973	965	1,205
								958
Pines Middle	744	1,452	708	1,398	1,253	1,225	1,284	
Flanagan, Charles W. High	2,348	3,701	1,353	3,689	3,237	3,187	3,143	3,337

COMMENTS: Broward County Public Schools staff is advising the Broward County Planning Council, Broward County Commission, the applicant(s)/owner(s) and/or future developer(s) of the amendment site that based on the Twentieth Day Membership Counts Report, Pines Lakes Elementary School is overcrowded in the 2003/04 school year, and Pines Middle and Flanagan High Schools are critically overcrowded. This application was reviewed as a potential 750 units development consisting of 325 townhouses and 425 high rise units. As currently proposed, it is anticipated to generate a total of 115 students into Broward County Public Schools which will exacerbate overcrowded conditions at the impacted schools. Therefore, staff recommends that the amendment should be denied or deferred until capital improvement(s) are funded in the effective adopted School Board Capital Budget for Flanagan High School. This application is subject to the provisions of Section 7.8 of the Interlocal Agreement for Public School Facility Planning which calls for the mitigation of students generated by proposed residential land use plan amendment. The applicant/owner is advised that temporarily, the School Board utilizes other options such as portable classrooms, multi-track year round education, double sessions or boundary changes to accommodate students generated from developments in the County. In the 2003/04 school year, Pembroke Pines East (K-5) charter school is located within a two-mile radius of the site, and pertinent information regarding the charter school is provided in the attached correspondence.

* Note: 2003/04 School Year Data - School attendance areas are subject to change each year.
** Adjusted Cohort projections - Cohort Survival Model, School Boundaries Department.

Planned and Funder Improvements in the Currently Adopted District Educational Facilities Plan

Elementary Schools: None
Middle Schools: Replacement of Pines Middle Sch.. Bulk of the funding allocated in FY 2003/04, and forecast for completion in the fall of 2007.
High Schools: None
Comments:

Date: April 20, 2004

Rv: Facility Management, Planning & Site Acquisition Department

Received Nov-05-04 08:24pm

From-SBBC-General Counsel

To-Ketz,Barron,Squitero Page 015

EXHIBIT