

Return to: (enclose self-addressed stamp envelope)

Bonnie Miskel, Esquire
Siegel, Lipman, Dunay, Shepard & Miskel, LLP
5355 Town Center Road, Suite 801
Boca Raton, FL 33486

This Instrument Prepared by:

Bonnie Miskel, Esq.
Siegel, Lipman, Dunay, Shepard, & Miskel LLP
5355 Town Center Road, Suite 801
Boca Raton, Florida 33486

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SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

(Land Use Plan Amendments PC 05-23 and PC 07-20)

This Second Amendment to Declaration of Restrictive Covenants ("Second Amendment") related to Broward County Public Schools student impacts is executed as of this 11 day of June, 2012, by SHOAL CREEK PROPERTIES – POMPANO LLC, a Florida limited liability company, its successors and assigns ("Shoal Creek") whose address is 3550 N. Moorings Way, Coconut Grove, Florida 33133, shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address of 115 South Andrews Avenue, Fort Lauderdale, FL 33301 ("County"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, with a post office address of 600 Southeast Third Avenue, Fort Lauderdale, FL 33301 ("School Board").

WHEREAS, Shoal Creek is the fee simple owner of approximately 5.56 gross acres of land generally located West of Federal Highway and south of N.W. 48 Street, in the City of Pompano Beach, Broward County, Florida, as more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, Shoal Creek previously submitted Land Use Plan Amendment Application PC 05-23, ("Application") for the Property, to change the Property's designation from Commercial and Low (5) Residential to Irregular (21) Residential permitting additional residential units consisting of 115 townhouse units (63 two bedroom and 52 three or more bedroom) which were anticipated to generate 21 (11 elementary 4 middle and 6 high school) students; and

WHEREAS, Shoal Creek entered into that Declaration dated August 7, 2006, recorded in Official Records Book 42549, Page 705, of the Public Records of Broward County, Florida on August 7, 2006 ("Original Declaration"); and

WHEREAS, pursuant to the Original Declaration, in connection with the Application, Shoal Creek voluntarily agreed to mitigate student impacts for the three (3) additional middle school students consistent with the Public School Facility Impact Statement Report dated October 17, 2005, a copy of which is attached hereto as Exhibit "B," associated with the proposed development on the Property; and

WHEREAS, on August 14, 2006, Shoal Creek amended and restated the Original Declaration in its entirety to provide for a lump sum payment for school impact mitigation, recorded in Official Records Book 42588, Page 1233, of the Public Records of Broward County on August 14, 2006 ("First Amendment"); and

WHEREAS, Shoal Creek subsequently submitted Land Use Plan Amendment Application PC 07-20 amending the Property's designation from Irregular 21 to Irregular 36 ("Amendment") to allow 249 midrise residential units; and

WHEREAS, Shoal Creek now intends to change the density and the residential type to develop the Property with a total of 249 midrise residential units; and

WHEREAS, 249 midrise units are anticipated to generate a total of 12 (7 elementary, 3 middle and 2 high school) students on Broward County Public Schools;

WHEREAS, Broward County and the City of Pompano Beach, in conjunction with the School Board, have adopted public school concurrency since approval of the Declaration and the First Amendment requiring all new residential development proposals to comply with development review criteria for school concurrency in Broward County, and in particular 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, Shoal Creek now wishes to amend the Original Declaration and the First Amendment to reflect the current proposed change in density and in residential type and its anticipated additional student impact on Broward County Public Schools; and

WHEREAS, the school mitigation plan associated with the Original Declaration as amended by the First Amendment continues to apply to the development of the Property; and

WHEREAS, the School Board has requested the execution and recordation of this Second Amended Declaration to evidence Shoal Creek's desire and intent.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Shoal Creek hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth.

1. The above recitals are true and correct and are incorporated herein.
2. Other than as amended herein, Shoal Creek hereby confirms, ratifies and reaffirms the covenants, restrictions and obligations contained in the Original Declaration and the First Amendment.
3. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management Division for the first building permit for construction or erection of the first residential unit, Shoal Creek shall make one lump sum payment to the School Board for the Broward County School Impact Fee due for the 249 midrise units, plus the Florida established Student Station Cost Factors amount for the three (3) additional middle school students attributable to the overcrowded middle school related to Land Use Plan Amendment

Application PC 05-23. The total payment amount due shall be determined at the time of payment and shall be based upon the then current Broward County School Impact Fee schedule and the then applicable cost per Student Station Cost Factor Schedule; however, the total mitigation payment shall be no less than \$305,290.00. Shoal Creek shall obtain proof of such payment from the School Board and provide same to the Broward County Development Management Division. The School Board has issued a letter dated July 9, 2007, a copy of which is attached hereto as Exhibit "C," stating its concurrence with the payment of the fees referenced herein as mitigation for the students generated by the Application.

Said payment shall mitigate towards the cost of providing student stations for the total number of students anticipated from the Property and created as a result of the approval of Broward County Land Use Plan Amendment PC 05-23 and PC 07-20. This voluntary commitment constitutes the totality of all obligations to pay school impact fees and mitigation fees subject to the provisions set forth within this Paragraph 3.

4. Once the mitigation payment has been made, no additional school impact fees will be required of Shoal Creek upon payment of the amount referenced in Paragraph 3 above for the development referenced above. In the event that the total number of residential units change from what is represented in the Application and there is an increase in the number of residential units or unit type(s) and/or bedroom mix, Shoal Creek agrees to provide written notification to the Director, Growth Management Department of the School Board or designee, with a copy to the Broward County Development and Environmental Regulation 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 249 midrise units contemplated herein and notify Shoal Creek 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, Shoal Creek 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. Any such additional mitigation amount shall be satisfied in full prior to the School Board's delivery of any partial release of this Second Amended Declaration for the subject Property. 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 Shoal Creek by the County or the School Board.

5. Upon Shoal Creek obtaining a final certificate of occupancy for any given residential unit, a copy of same shall be promptly delivered to the Director, Growth Management Department of the School Board and the Broward County Development and Environmental Regulation Division, or their designees. Upon receipt of any such final certificate of occupancy and confirmation that the amount of bedrooms in the subject residential unit has not been increased, the School Board and County shall promptly deliver to Shoal Creek, in recordable form, a release of this Second Amendment.

6. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

7. The County and the School Board are the beneficiaries of these restrictive covenants and as such, both or either may enforce these restrictive covenants by action at law or in equity against

any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Any failure of either the County or the School Board to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

8. This Second Amendment shall be recorded in the Public Records of Broward County, Florida, and the provisions hereof together with the Original Declaration and the First Amendment in their entirety and shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.

9. This Second Amendment constitutes the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties. In the event of a conflict between the terms, covenants, restrictions or conditions of the Original Declaration, and the First Amendment, the terms of this Second Amendment shall control and prevail.

10. The undersigned hereto expressly covenants and represents that he/she has the authority to enter into this Agreement and so bind all general partners and affiliated partnerships.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed this 11 day of June, 2012.

Signed, sealed and delivered
in the presence of:

WITNESSES:

SHOAL CREEK PROPERTIES – POMPANO, LLC, a
Florida limited liability company, by URBAN VENTURES
AT POMPANO, LLC, a Florida liability company, its
Managing Member

Marcelina Morales
Print Name: Marcelina Morales
James W. Harris
Print Name: James W. Harris

By: James W. Harris MANAGER
Print Name: James W. Harris, Managing Member

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me this 11th day of June, 2012, by JAMES W. HARRIS, Managing Member of URBAN VENTURES AT POMPANO, LLC, a Florida limited liability company, Managing Member of SHOAL CREEK PROPERTIES – POMPANO, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Seal: NOTARY PUBLIC-STATE OF FLORIDA
Marcelina Morales
Commission # EE003583
Expires: JULY 21, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Marcelina Morales
Notary Public, State of Florida
My Commission Expires: 7-21-14

JOINDER AND CONSENT OF MORTGAGEE

GREAT FLORIDA BANK, a Florida banking corporation ("Mortgagee") is the owner and holder of: (i) that certain Mortgage, Security Agreement executed March 29, 2005 by and between Shoal Creek Properties - Pompano LLC, a Florida limited liability company and Great Florida banking corporation, filed April 6, 2005, in Official Records Book 39384, Page 1040, as modified by Modification of Mortgage, Receipt of Future Advance and Extension Agreement dated as of March 29, 2008, filed of record in Official Records Book 45369, Page 955; Mortgage and Security Agreement executed by Shoal Creek Properties - Pompano II LLC, and James W. Harris and Kathy Harris in favor of Great Florida Bank, recorded May 14, 2008, in Official Records Book 45369, page 962; as modified by Modification to Mortgage and Security Agreement recorded July 7, 2012, in Official Records Book 47199, page 1246; all as modified Second Modification of Mortgage and Extension Agreement filed July 7, 2010 in Official Records Book 47199, page 1229; Second Modification to Mortgage and Security Agreement recorded April 19, 2012, in Official Records Book 48679, page 1111; Note and Third Modification of Mortgage and Extension Agreement recorded April 19, 2012, in Official Records Book 48679, page 1124; all of the Public Records of Broward County, Florida.

Mortgagee hereby consents to this Second Amendment and hereby subordinates the lien set forth in the Mortgage Documents and all of its rights thereunder to all of the rights of County and/or School Board set forth in this Declaration.

WITNESSES:

MORTGAGEE:

GREAT FLORIDA BANK,

a Florida banking corporation

By:

Printed Name: RONALD L. PLOUDE

Title: SENIOR VICE PRESIDENT

Address: 15050 NW 79th Court, #200

Miami Lakes, FL 33016

Printed Name: Barbara Bauta

Barbara Bauta

Printed Name: Marlene E. Sanchez

Printed Name: Marlene E. Sanchez

ACKNOWLEDGMENT

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 19 day of June, 2012 by Ronald L. Plouffe the S.U.P. of the GREAT FLORIDA BANK, a Florida banking corporation, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of June, 2012.

[Signature]

Notary Public

My Commission Expires:

Typed, printed or stamped name of Notary Public

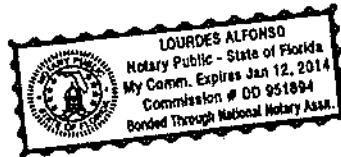


Exhibit "A"

[Property Legal Description]

Exhibit "B"

[Public School Facility Impact Statement Report dated October 17, 2005]

Exhibit "C"

[Public School Concurrence Letter dated July 9, 2007]

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION
(TOGETHER WITH A PROPERTY SKETCH)

PARCEL 1

ALL THAT PART OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 6, (FORMERLY STATE ROAD NO. 4, U.S. HIGHWAY NO. 1), COMMONLY KNOWN AS FEDERAL HIGHWAY, LYING SOUTH OF A LINE PARALLEL TO AND 828.67 FEET SOUTH OF THE NORTH LINE OF SAID NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18.

TOGETHER WITH: PARCEL 2

THAT PORTION THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 4, ALSO KNOWN AS FEDERAL HIGHWAY, AS NOW LOCATED AND ESTABLISHED, WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18, THENCE RUNNING NORTH 89°07'30" EAST, A DISTANCE OF 448.8 FEET TO THE WEST BOUNDARY LINE OF SAID STATE ROAD NO. 4, ALSO KNOWN AS FEDERAL HIGHWAY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTH 07°18'30" WEST, ALONG THE WEST BOUNDARY OF SAID HIGHWAY, A DISTANCE OF 160 FEET TO A POINT; THENCE SOUTH 89°07'30" WEST, A DISTANCE OF 428.27 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18; THENCE NORTH 00°38'30" WEST, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18, A DISTANCE OF 148.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: PARCEL 3

A PORTION OF THE SOUTH 89.05 FEET OF THE NORTH 828.67 FEET OF THAT PART OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY 1138.88 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE WESTERLY BOUNDARY THEREOF 78.05 FEET TO A POINT; THENCE EAST PARALLEL WITH THE SOUTHERLY BOUNDARY THEREOF 80 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WESTERLY BOUNDARY THEREOF 78.05 FEET TO THE SOUTHERLY BOUNDARY; THENCE WEST ALONG THE SAID SOUTHERLY BOUNDARY 80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 5.87 ACRES MORE OR LESS.

NOTES:

1. THE BEARINGS, DISTANCES, AND AREA SHOWN HEREON AND ON THE ATTACHED SKETCH ARE SUBJECT TO CHANGE BASED ON THE FIELD LOCATION OF EXISTING PROPERTY MONUMENTATION.

EXHIBIT "B"
PUBLIC SCHOOL FACILITY IMPACT STATEMENT REPORT DATED OCTOBER 17, 2005



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 O. Akagbosu, Director
Growth Management Division
Facility Management, Planning & Site Acquisition
chris.akagbosu@browardschools.com

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October 17, 2005

Dr. Frank Till
Superintendent of Schools

Charles F. Fink, President
Charles F. Fink, Inc.
5342 NW 92nd Lane
Coral Springs, Florida 33067

Re: Voluntary Commitment for Land Use Plan Amendment PC 05-23

Dear Mr. Fink:

This correspondence is in response to your letter dated October 12, 2005 regarding the voluntary commitment to address the impact of the 3 additional middle school students anticipated from the proposed development of 115 townhouse units in the City of Pompano Beach. The development as proposed is anticipated to generate a total of 21 (11 elementary, 4 middle and 6 high school) or 16 additional students into Broward County Public Schools. Schools impacted in the 2005/06 school year are the currently under-enrolled Norcrest Elementary (< 90% of permanent capacity), the neutral (>=90% to 110% of permanent capacity) Deerfield Beach High School, and the 2006/07 projected overcrowded Deerfield Beach Middle School.

The voluntary commitment indicates that the applicant/owner of the above referenced amendment will pay the Florida established Student Station Cost Factor or cost per student station amount as mitigation for the 3 additional middle school students, plus the applicable school impact fee due for the 115 townhouse units. Utilizing the November 2005 Student Station Cost Factor Schedule, the cost per student station amount due translates to approximately \$47,850, and based on the current school impact fee schedule (effective October 1, 2005), the current school impact fee due is estimated at \$246,790.

The proposed voluntary commitment meets the mitigation provisions of School Board Policy 1161. However, be advised that the Student Station Cost Factor amount is adjusted each month based on the consumer price index, and the school impact fee schedule is adjusted annually on October 1. Therefore, the total mitigation amount due will be based on the Student Station Cost Factor amount in effect, and the applicable townhouse unit school impact fee contained in the effective school impact fee schedule when payment is made.

Voluntary Commitment for Land Use Plan Amendment PC 05-23
October 17, 2005
Page 2

As a condition for approval of the land use plan amendment by the Broward County Planning Council and the Broward County Commission, staff requests that your client must execute a Declaration of Restrictive Covenant prior to the proposed land use designation becoming effective. 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 payment of the total mitigation amount due will be made directly to the School Board of Broward County, Florida prior to the issuance of Broward County Department of Planning and Environmental Protection (DPEP) construction approval for the first building permit of the total units.

Correspondence containing this payment should be addressed to my attention at the above stated address. Further, the Declaration of Restrictive Covenant must be submitted to District staff for review and deemed acceptable by the School Board Attorney's Office before execution and recordation. Also, an executed copy of the Restrictive Covenant must be provided to the Broward County School District. Be advised that a copy of the School District's standard Declaration of Restrictive Covenant document can be obtained via www.browardschools.com, by accessing the web page of the Facility Management, Planning and Site Acquisition Department, and by clicking on the Growth Management Division.

Thank you for your cooperation and please email at the above indicated email address or call me at 754.321.2162 if you have additional questions regarding this matter.

Sincerely,



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

COA:coa

cc: Thomas J. Coates, Executive Director, Facility Management, Planning and Site Acquisition
Omar Shim, Director, Capital Systems, Reporting and Control
Sharon Cruz, Deputy County Attorney
Henry Sniezek, Executive Director, Broward County Planning Council
David Danovitz, Director, Development Management Division

EXHIBIT "C"
PUBLIC SCHOOL CONCURRENCE LETTER DATED JULY 9, 2007



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Sawgrass Technology Park, 1643 N. Harrison Parkway, Building H, Sunrise, Florida 33323 • TEL 754-321-8350 •
FAX 754-321-8182

Chris O. Akagbosu, *Director*
Growth Management Division
Facility Management, Planning & Site Acquisition
chris.akagbosu@browardschools.com

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James F. Nottier
Superintendent of Schools

July 9, 2007

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

Re: Land Use Plan Amendments PC 07-19 through PC 07-21

Dear Mr. Sniezek:

Please find attached, Public School Facility Impact Statement Reports (PSFIS) for Land Use Plan Amendments (LUPA) PC 07-19 through PC 07-21. Please be advised that LUPA PC 07-21 as currently proposed is not anticipated to generate additional students into Broward County Public Schools. Additionally, the amendment site is not located adjacent to existing public schools; therefore, the amendment as proposed, will not have direct physical impact on Broward County Public Schools.

Information provided by your office regarding LUPA PC 07-19, also known as the Metropica DRI, indicates that the current land use designations for the approximately 92.2-acre site consist of 78.5 acres of Commercial, 5.8 acres of Recreation and Open Space, 3.2 acres of Irregular (2.5) Residential, and 4.7 acres of Industrial. The application proposes a Transit Oriented Development (TOD) land use designation for the amendment site located at the northeast corner of Sunrise Boulevard and NW 136th Avenue in the City of Sunrise. The existing residential land use designation permits the development of a maximum of 8 single family units on the site, which would generate 4 (2 elementary, 1 middle and 1 high school) students. The application was reviewed as a potential 300 three or more bedrooms townhouse units and 2,500 two or more bedrooms high rise units, which would generate 236 (or 232 additional) students into Broward County Public Schools.

Land Use Plan Amendment PC 07-19 through 07-21
July 9, 2007
Page 2

Schools serving the area of the amendment site in the 2006/07 school year are depicted in the attached PSFIS Report. Based on the 2006/07 Twentieth-Day Membership Counts, and Enrollment and Facility Planning Inventory (EFPI) Report, Sawgrass Elementary School is under enrolled (< 90% of permanent capacity) and Bair Middle and Plantation High Schools are neutral (>= 90% to 110% of permanent capacity) in the 2006-07 school year and projected to maintain their current status through the 2008-09 school year.

Information regarding funded permanent capacity improvements contained in the adopted District Educational Facilities Plan, Fiscal Years 2006/07-2010/11 for pertinent impacted schools is provided in the attached Report. In the 2006/07 school year, there are no charter schools located within a two-mile radius of the amendment site.

This application is not subject to the provisions of School Board Policy 1161 as it relates to proposed residential development applications with increased density impacting critically overcrowded schools. This is because the impacted public schools are either neutral or under enrolled and projected to remain so for the next two effective school years. However, the applicant should be advised that school impact fees are due for the units.

The application for LUPA PC 07-20, also known as Vintage Park, in the City of Pompano Beach proposes to change the land use designations for a 6.5-acre site from Low (5) Residential and Irregular (21) Residential to Irregular (36) Residential. Under the County's existing residential land use designations, a maximum of 5 (four or more bedroom) single family and 115 (three or more bedroom) garden apartment units are permitted on the site, which generate 70 (33 elementary, 21 middle and 16 high school) students. The 3.5 acres of the amendment site's existing Irregular (21) Residential designation was established by County LUPA PC 05-23. District staff reviewed LUPA PC 05-23 as a potential 115 (63 two bedroom and 52 three or more bedroom) townhouse units development, which subsequently was approved by the Broward County Commission subject to an executed and recorded Declaration of Restricted Covenant, which requires the applicant (Shoal Creek Properties/- Pompano LLC) to restrict the property to 115 townhouse units and to pay the school impact fees due for the units plus the Student Station Cost Factor amount for the three additional middle school students attributable to PC 05-23 as mitigation for the proposed development impact to District Schools. To date, this mitigation has not been satisfied and must be addressed or satisfied prior to another land use change becoming effective for the amendment site.

This application was reviewed as a potential 234 (two or more bedroom) high-rise units, which generate 15 (or 55 less) students into Broward County Public Schools. The number of anticipated students is based on computations utilizing the maximum high-rise student generation rate contained in the currently adopted Broward County Land Development Code (BCLDC).

Schools serving the area of the amendment site in the 2006/07 school year are depicted in the attached PSFIS Report. However, based on the 2006/07 Twentieth-Day Membership Counts Report, Norcrest Elementary School is considered under enrolled (< 90% of permanent capacity) in the 2006/07 school year, and Deerfield Beach Middle and High Schools are neutral (>=90% to 110% of permanent capacity). Norcrest Elementary

Land Use Plan Amendment PC 07-19 through 07-21
 July 9, 2007
 Page 3

and Deerfield Beach High Schools are projected to operate at under enrolled status for the next two effective school years, and Deerfield Beach Middle School is projected to drop to under enrolled status by the 2007/08 school year.

Information regarding funded permanent capacity improvements contained in the adopted District Educational Facilities Plan, Fiscal Years 2006/07-2010/11 for pertinent impacted schools is provided in the attached Report. In the 2006/07 school year, the charter schools located within a two-mile radius of the amendment site, and the Twentieth Day statistical data for the schools are depicted in Table 1 below.

Table 1, 2006/07 CHARTER SCHOOLS

Charter School	2006 Contract Capacity	Twentieth Day Enrollment	Over/(Under) Enrolled	2007/08 Projected Enrollment	2008/09 Projected Enrollment
Eagles Nest (K-5)	400	133	(267)	102	96
Eagles Nest (6-8)	89	420	(331)	66	66

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. Also, students attending or anticipated to attend pertinent charter schools are factored into the student enrollment projections for District schools.

This application (LUPA PC 07-20) is not subject to the provisions of School Board Policy 1161 as it relates to proposed residential development applications with increased density impacting critically overcrowded schools. This is because the impacted public schools are either neutral or under enrolled and projected to remain so for the next two effective school years. However, the applicant should be advised that an executed and recorded Declaration of Restrictive Covenant remains in effect for the property and requires payment of school impact fees plus the Student Station Cost Factor for the three additional middle school students attributable to PC 05-23.

As you are 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.

Land Use Plan Amendment PC 07-19 through 07-21
July 9, 2007
Page 4

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 lisa.wight@browardschools.com or call me at 754-321-8356.

Sincerely,



Lisa Wight, Planner
Growth Management Division
Facility Management, Planning & Site
Acquisition Department

LLW:lw

Attachments

1. Public School Facility Impact Statement Report, LUPA PC 07-19 through PC 07-21.

cc: Thomas J. Coates, Executive Director, Facility Management, Planning & Site Acquisition Department
Chris O. Akagbosu, Director, Growth Management
Jill Young, Director, School Boundaries