# **AGENDA REQUEST FORM**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2000	MEETING DATE	2020-02-	-04 10:05 - School B	oard Opera	ational Meeting	Special Order Request
ITEM No.:	AGENDA ITEM	ITELIO				O Yes O No
L-2.		ITEMS	DE OF BORTEOUS	eenvioe		Time
	CATEGORY		E OF PORTFOLIO		5	Open Agenda
	DEPARTMENT	Facility F	Planning and Real Es	state		O Yes O No
TITLE:	a Dan Salam da		10 1000 Ep 100 E	V 2 2 7 2 2 7		
Release of Declarat	ion of Restrictive Covenan	ts Regardin	g Land Use Plan Amendr	nent PC 05-2	3 and PC 07-20, Shoal Creek	
REQUESTED A	CTION:					
	e of the Declaration of Res ), Shoal Creek Properties	trictive Cov	enants (DRC) regarding t	he voluntary	mitigation commitment for Lar	nd Use Plan Amendment (LUPA) PC
SUMMARY EXF	PLANATION AND BA	CKGRO	UND:			
See Supporting Doo		ary Explan	ation and Background.	ce of the Gen	eral Counsel and will be exec	uted and recorded by Broward
SCHOOL BOAR	RD GOALS:					
O Goal 1: Hi	gh Quality Instruction	on O	Goal 2: Safe & Sup	portive En	vironment   Goal 3	: Effective Communication
FINANCIAL IMP	PACT:					
There is no financial	impact to the School Distr	ict.				
EXHIBITS: (Lis	st)					
(1) Continuation (	of Summary Explanation ent to Declaration of Re			71 53		of Restrictive Covenants (4) ive Covenants (6) Declaration
BOARD ACTIO	N:		SOURCE OF ADD	ITIONAL INF	ORMATION:	
APP	ROVED		Name: Chris O. A	kagbosu		Phone: 754-321-2162
(For Official Sch	ool Board Records Office Only	)	Name:			Phone:
THE SCHOO Senior Leader	L BOARD OF BR	OWAR	COUNTY, FLO	RIDA	Approved In Open Board Meeting On:	FEB 0 4 2020
Leslie M. Brown	n - Chief Portfolio Ser	vices Offi	cer		Board Meeting On	Sanken
Signature	10-11-11-5			 1		School Board Chair
	Leslie M. B 1/10/2020, 4:0					•
	1/10/2020, 4.0	U.US 1-1VI		I		

Electronic Signature Form #4189 Revised 07/25/2019 RWR/ LMB/COA/MR/Ih

# Continuation of Summary Explanation and Background

Staff determined that the development would generate a total of 16 (8 elementary, 3 middle, and 5 high school) additional students into Broward County Public Schools and impact Norcrest Elementary, Deerfield Beach Middle, and Deerfield Beach High Schools. In 2006 Shoal Creek Properties – Pompano, LLC (Shoal Creek Properties), voluntarily committed to provide mitigation to address 3 additional middle school students attributed to the overcrowded school by paying, in one lump sum, the total cost of Student Station Cost Factors for 3 middle school students plus the applicable school impact fees for 115 townhouse units. Subsequently, Shoal Creek Properties recorded the required DRC and Amended DRC (for PC 05-23) to enable the legal enforcement of the voluntary mitigation commitment. Thereafter, in 2007, Shoal Creek Properties revised the LUPA (via PC 07-20) to change the land use designation to allow development of 249 mid-rise residential units. In 2012, Shoal Creek Properties voluntarily committed to pay Student Station Cost Factors for 3 middle school students and applicable school impact fees for 249 mid-rise units as the mitigation for the students anticipated from the development. Subsequently, in 2012, Shoal Creek Properties recorded the Second Amended DRC (for PC 07-20) to enable the legal enforcement of the revised voluntary mitigation commitment for 249 mid-rise residential units. On October 11, 2013, Shoal Creek Properties paid a total of \$305,290.00 in total mitigation due for the 249 mid-rise units (which addresses mitigation for 3 middle school students and school impact fees due for the project).

On September 4, 2019, Shoal Creek Properties, via its agent requested a Release of the property from the DRC. Staff recommends that the School Board approve the Release of the DRCs regarding the voluntary mitigation commitment for LUPA PC 05-23/PC 07-20, Shoal Creek Properties (aka Vintage Park Apartments).

# **Executive Summary**

# Release of Declaration of Restrictive Covenants Regarding Land Use Plan Amendments PC 05-23/PC 07-20, Shoal Creek

Shoal Creek Properties – Pompano, LLC (aka Vintage Park Apartments) Land Use Plan Amendment (LUPA) PC 05-23 consists of approximately 5.56 acres and is located west of Federal Highway and south of NW 48th Street in the City of Pompano Beach. In 2005, Golf-Tam, Inc. proposed a land use change from Commercial and Low (5) Residential to Irregular (21) Residential to permit the development of 115 townhouse residential units on the site. The District's review of the proposal indicated that the development would generate a total of 16 additional students (8 elementary, 3 middle, and 5 high school). Schools affected during the review period, the 2005-06 school year, were Norcrest Elementary, Deerfield Beach Middle, and Deerfield Beach High Schools; and at that time, it was determined that mitigation was due for the anticipated additional 3 middle school students plus applicable school impact fee due on 115 townhouse units.

On August 14, 2006, Shoal Creek Properties – Pompano, LLC, voluntarily committed to provide mitigation to address 3 additional middle school students attributed to the overcrowded school by paying, in one lump sum, the total cost of Student Station Cost Factors for 3 middle school students plus the applicable school impact fee for 115 townhouse units. Shoal Creek Properties – Pompano, LLC memorialized the mitigation commitment via execution and recordation of an Amended and Restated Declaration of Restrictive Covenants (DRC) (BK 42588, Pages 1,233 – 1,243) as the original DRC (BK 42549, Pages 705-715) contained the wrong mitigation amount.

In 2007, Shoal Creek Properties – Pompano, LLC, changed the land use designation for the site from Irregular (21) Residential to Irregular (36) Residential via LUPA PC 07-20. On June 11, 2012, Shoal Creek Properties – Pompano, LLC, voluntarily committed to provide mitigation to address 3 additional middle school students in one lump sum, the total cost of Student Station Cost Factors for 3 middle school students plus the applicable school impact fee for 115 townhouse units. Shoal Creek Properties – Pompano, LLC memorialized the mitigation commitment via execution and recordation of a Second Amendment to the DRC (BK 48854, Pages 149 – 166). On October 11, 2013, Shoal Creek Properties – Pompano, LLC, paid a total of \$305,290.00 in total mitigation due for the 249 mid-rise units (which addresses mitigation for 3 middle school students and school impact fees due for the project).

On September 4, 2019, Shoal Creek Properties – Pompano, LLC, via its agent requested a Release of the property from the DRC. Staff recommends that the School Board approve the Release of the DRCs regarding the voluntary mitigation commitment for LUPA PC 05-23/PC 07-20, Shoal Creek Properties – Pompano, LLC (aka Vintage Park Apartments).

PREPARED BY AND RETURN TO: The School Board of Broward County, Florida Kathleen C. Wright Administrative Building 600 Southeast 3<sup>rd</sup> Avenue Fort Lauderdale, FL 33301

# RELEASE OF

# DECLARATION OF RESTRICTIVE COVENANTS

# (Land Use Amendment PC 05-23 and PC 07-20)

THIS RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS (the "Release") is made as of the day of february, 2020 by BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("School Board").

# WITNESSETH:

WHEREAS, Shoal Creek Properties - Pompano, LLC, a Florida limited liability company and (herein referred to as the "Original Owner") executed that certain

- (i) Declaration of Restrictive Covenants dated August 7, 2006, and recorded in Official Records Book 42549, Page 705, Public Records of Broward County, Florida (the "Declaration") affecting certain real property located in the City of Pompano Beach, Florida, in Broward County, more particularly described in Exhibit "A" attached hereto (the "Property");
- (ii) Amended and Restated Declaration of Restrictive Covenants filed in Official Records Book 42588, Page 1233; and
- (iii) Second Amendment to Declaration of Restrictive Covenants filed in Official Records Book 48854, Page 149, (collectively the "Restrictive Covenants"); and

WHEREAS, the Original Owner has complied with the terms of the Restrictive Covenants; and

WHEREAS, the Property is now owned by Bell Fund VI Pompano Beach, LLC, a Delaware limited liability Company (the "Current Owner") who has requested that each of the above referenced Restrictive Covenants be release of record; and

**WHEREAS**, County and School Board now desire to release the referenced Declaration of Restrictive Covenants and their effect on the Property, in its entirety.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- The above recitals are true and correct and incorporated herein by reference.
- 2. The Restrictive Covenants are hereby released, discharged and terminated and by these

presents, the County and School Board do release, discharge and terminate forever all of the right, title, interest, claim and demand which the County and School Board have under and by virtue of said Restrictive Covenants.

IN WITNESS WHEREOF, County and School Board have hereunto executed this Release of Declaration of Restrictive Covenants on the respective dates under each signature.

IN WITNESS WHEREOF, the parties I	have made and executed this Release on the respective dates
	through its BOARD OF COUNTY COMMISSIONERS,
signing by and through its Mayor or Vice Mayor	or, authorized to execute same by Board action on the
	OWARD SCHOOL BOARD OF BROWARD COUNTY,
	uthorized to execute same by Board action on theday
of2020.	
	N. Carlotte and Ca
	COUNTY
2	
ATTEST:	BROWARD COUNTY, through its
1111201.	BOARD OF COUNTY COMMISSIONERS
	DOMED OF COUNTY COMMISSIONERS
Ву:	
Bertha Henry, County Administrator and	By:
Ex-Officio Clerk of the	By:
Board of County Commissioners	• • • • • • • • • • • • • • • • • • •
of Broward County, Florida	
	day of, 2020
	A
	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: Deputy County Attorney
	Deputy County Attorney
	day of, 2020

# SCHOOL BOARD

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By: Donna P. Korn, Chair
	day of, 2020
By: Robert W. Runcie, Superintendent of Schools	Approved as to Form:
	Barbara J. Myrick General Counsel

# EXHIBIT "A"

# LEGAL DESCRIPTION

#### PARCEL 1

ALL THAT PART OF THE MORTH ONE-HALF (N %) OF THE MORTHEAST ONE-QUARTER (ME %) OF THE MORTHWEST ONE-QUARTER (NN %) OF SECTION 18, TOWNSHIP 49 SOUTH, RAMOE 41 EAST, LYING WEST OF THE WEST RICHT-OF-WAY LINE OF STATE ROAD NO. 6, FORMERS, YEATHER ROAD NO. 4, LR. HICHWAY, NO. 1), COMMONLY INCOMIN AS PEDERAL HICHWAY, LYING SOUTH OF A LINE PARALLEL TO AND ISSUET REST SOUTH OF THE MORTH LINE OF SAID MORTH ONE-HALF PE 34, OF THE MORTHEAST ONE-QUARTER (NE %) OF THE MORTHWEST ONE-QUARTER (NW 34) OF SAID SECTION 18.

## TOGETHER WITH: PARCEL 2

THAT PORTION THE SOUTHEAST ORS-QUARTER SE 3,3 OF THE HORTHMAST ONE-QUARTER (ME 14) OF THE NORTHWIST ONE-QUARTER (ME 14) OF SECTION 18, TOWNSHIP 48 SOUTH, KNAME 43 EAST, LYNG WISST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD MIG. 4, ALSO KNOWN AFFEREATAL HIGHWAY, AS NOW LOCATED AND ESTAMLISHED, WHICH IS DESCRISED AS FOLLOWS:

ECCATED AND ESTABLISHED, WHICH IS DESCRISED AS FOLLOWS:

BEGINSHIN AT THE HORTHMEST COSHER OF THE SOUTHEAST CHE-CLIARTER (SEX) OF THE NORTHMEST CHE-CLIARTER (SEX) OF THE NORTHMEST CHE-CULARTER (SEX) OF THE NORTHMEST CHE-CULARTER (SEX) A DISTANCE OF 466.8 PEST TO THE WEST SOURDARY LINE OF SAD STATE ROAD NO. 4. ALSO KNOWN AS PEDERAL HORNEY, AS NOW LOCATED AND ESTABLISHED, THENCE SOUTH STATEME WEST, ALONG THE WEST TO A POINT; THENCE SOUTH STATEME TO BE TO A POINT; THENCE SOUTH STATEMEST OF SAD SIGNAMAY, A DISTANCE OF ASSATT PEST TO A POINT OF THE WEST LINE OF THE NORTHMEST ONE-GLIARTER (SEX) AP THE MOSTHMEST OF SAD SIGNAM THE WEST LINE. OF THE SOUTHMEST ONE-GLIARTER (SEX) AP THE HORTHMEST ONE-GLIARTER (SEX) AP THE HORTHMEST ONE-GLIARTER (SEX) AP THE HORTHMEST ONE-GLIARTER (SEX) AP THE NORTHMEST ONE-GLIARTER (SEX)

BEGINNIO AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY 133LS FEET WEST OF THE BOUTHERAST CORNER THEREOF; THENCE HOSTIN ALONG THE WESTERLY BOUNDARY THEREOF 73.05 FEST TO A POINT; THENCE BOUTH PARALLEL WITH THE BOUTHERLY BOUNDARY THEREOF TO A POINT; THENCE BOUTH PARALLEL WITH THE WESTERLY BOUNDARY; THENCE BOUTHERLY BOUNDARY; THENCE WEST ALONG THE RAID SOUTHERLY BOUNDARY SO FEET TO THE POINT OF BEGINNIO.

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

## MOTES:

The Bearings, Distances, and area shown hereon and on the attached sketch are subject to change based on the field location of everting property monumentation.

- THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE WEST RIGHT-OF-WAY OF FEDERAL HIGHWAY BEARS MORTH OFFISSAY EAST ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAY SECTION 8023-238, SHEET & OF 20, DATED DECEMBER 21, 1917, REYISED HOVEMBER 24, 1950.
- 3. THE ANOVE DESCRIPTION IS BASED ON THE POLLOWING DEEDS:

WARRANTY DEED OFFICIAL RECORDS BOOK 3837, PAGE 975 (LDT 5)
OUT-CLAM DEED OFFICIAL RECORDS BOOK 38780, PAGE 1880 (LCT 7)
WARRANTY DEED OFFICIAL RECORDS BOOK 38780, PAGE 1828 (LOT 6 8
PARCELS "" 8 "Z")
WARRANTY DEED OFFICIAL RECORDS BOOK 31802, PAGE 1819
PARCEL "3")

THE ABOVE DEEDS ARE ALL RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, PLORIDA

## CERTIFICATE:

WE HERETY CERTETY THEFTHE DESCRIPTION AND SHETCH CONFORMS TO CHAPTER BIGITS (PLOKODA ADMINISTRATINE) COOK, IMMEDIAL TECHNICAL STATEACH FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADDITED BY THE DEFARTMENT OF BUSINESS AND PROFESSIONAL REGISLATION, SCIAND DEPARTMENT OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF CHAPTER STATES OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF CHAPTER STATES OF THE FLORIDA STATITES, AND IS TRUE AND CORRECT TO THE SHEET OF CHAPTER STATES OF AUTHORIZATION LEATING

DOUGLAS M. DAVIE
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343
STATE OF FLOREDA

Return to: (enclose self-addressed stamp envelope)

Bonnie Miskel, Esquire Siegel, Lipman, Dunsy, Shepard & Miskel, LLP 5355 Town Center Road, Suiss 801 Brea Raton, FL33486

This Instrument Prepared by:

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

STATE ADDVETHIS LINE FOR PROCESSING BATA

# 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 1 day of 000 COUNTY, 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 125 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, 2005, 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 Shool 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.

- The above recitals are true and correct and are incorporated herein.
- 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 0S-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.

Sald 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.

- 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.
- 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.
- 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 WHER	EOF, the undersigned has caused this Second Amendment to be executed this
11 day of June	2012.
Signed, sealed and delivere	ed
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

Print Name: James W. Harris, Managing Member

Managing Member

Print Name: Marcefina Morales

Print Name: Kletie: 5 Harr

STATE OF FLORIDA

COUNTY OF Mianitate)

Seal:

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

Notary Public, State of Florida

My Commission Expires: 7-21-14

# JOINDER AND CONSENT OF MORTGAGES

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 Book47199, 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 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

Printed Name: MARIGUE & SANCHEZ

Printed Name: &

rinted Name: RONALP L. PLOUDE

Title: SENIOR VICE PRESIDENT

Address: 150.50 NW 79th Court, # 200

Mamilakes Fl 33016

# ACKNOWLEDGMENT

STATE OF FLORIDA	ì
	) SS:
COUNTY OF MIPHLE 2	a.Da
by Zonald L PL	was acknowledged before me this Q day of TUKL 2012
	corporation, freely and voluntarily under authority duly vested in him by said.  He is personally known to me or has producedas
WITNESS my hand	and official seal in the County and State last aforesaid this 19 day of
My Commission Expires:	Notary Public
	Typed, printed or stamped name of Notary Public
	LOURDES ALFORSO  HOLITY Public - State of Flockle  HOLITY Public - State o

# 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 I

ALL THAT PART OF THE NORTH ONE-HALF (N %) OF THE NORTHEAST ONE-QUARTER (NE X) OF THE MORTHWIST ONE-QUARTER (NN X) OF SECTION 18, TOWNSHIP AS SOUTH, RANGE A) EAST, LYTHO WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 6, FORMERLY STATE ROAD NO. 4, U.S. HOCHMAY NO. 11, COMMONLY KNOWN AS PEDERAL HIGHWAY, LYPIG SOUTH OF A LINE PARALLEL TO AND SALES FEET SOUTH OF THE NORTH LINE OF SAID NORTH OME-HALF IN 39 OF THE MORTHEAST ONE-QUARTER (NE X) OF THE MORTHWEST ONE-QUARTER (NW X) OF SAID SECTION 18.

## TOGETHER WITH: PARCEL 2

THAT PORTION THE SOUTHEAST ONE-QUARTER (SE Y.) OF THE HORTHEAST ONE-QUARTER (NE Y.) OF THE HORTH-HEST ONE-QUARTER (NW Y.) OF SECTION 18, TOWNSHOP 48 SOUTH, INVIGE 43 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 4, LISO KNOWN AS FEDERAL HIGHWAY, AS HOW LOGATED AND ESTABLISHED, WHICH IS DESCRIBED AS FOLLOWS:

BEGDINING AT THE NORTHWEST CORRIER OF THE BOUTHEAST CHE-QUARTER (SE Y) OF THE NORTHEAST CHE-QUARTER (NW Y) OF SAID SECTION 14, THENCE RUNNING NORTH SHOTONG-QUARTER (NW Y) OF SAID SECTION 14, THENCE RUNNING NORTH SHOTONG PLAST, A DISTANCE OF 448.8 FERT TO THE WEST BOUNDAY LIBE OF SAID STATE ROAD NO. 4, ALSO KNOWN AS FEDERAL, HIGHWAY, AS NOW LOCATED AND ESTABLISHED: THENCE SOUTH OFFISTOW WEST, ALONG THE WEST BOUNDARY OF SAID MONTHAY, A DISTANCE OF 160 FERT TO A POINT; THENCE SOUTH SHOTONG WEST, A DISTANCE OF 488.7 FEET TO A POINT; THENCE SOUTH SHOTONG WEST, A DISTANCE OF 488.71 FEET TO A POINT ON THE WEST LINE OF THE BOUTHEAST CHE-QUARTER (NE Y) OF THE MORTHEAST CHE-QUARTER (NE Y) OF THE MORTHEAST CHE-QUARTER (NE Y) OF THE SOUTHEAST ONE-QUARTER (NE WEST) LINE OF THE BOUTHEAST CHE-QUARTER (NE WEST) LINE OF THE BOUTHEAST CHE-QUARTER (NE WEST) LINE OF THE BOUTHEAST CHE-QUARTER (NE WEST) CHE-QUA

#### TOGETHER WITH: PARCELS

A PORTION OF THE SOUTH 19.05 FEET OF THE NORTH SZLIT FEET OF THAT PART OF THE NORTH CHE-HALF IN 3/) OF THE NORTHEAST ONE-QUARTER (NW 3/) LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL PORTHY SECTION 18, TOWNSHIP 48 BOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

BEDANNO AT A FONT ON THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY 133.83 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE WESTERLY BOUNDARY THEREOF 79.05 FEET TO A POINT; THENCE SAST PARALLEL WITH THE SOUTHERLY BOUNDARY HORAGE OF SOUTHERLY BOUNDARY; THENCE SOUTHERLY BOUNDARY; THENCE WEST ALONG THE BAID SOUTHERLY BOUNDARY TO FEET TO THE BOUNDARY OF THE POINT OF BEDENING.

BAD LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 5.87 ACRES MORE OR LEDS.

## NOTES

 The Bearings, distances, and area shown hereon and on the attached sketch are subject to change based on the feld location of existing property monumentation.

SHEET 1 OF 3 REMINISTRATION SHOWING HALL DESCRICE COMMON WITH SHEET SHOWING THE RALL DESCRICE COMMON SHEET SHEET SHOWING THE SHEET S

- THE BEARINGS SHOWN HEREON AREBASED ON AN ASSUMED MERIDIAN.
   THE WEST RIGHT-OF-WAY OF FEDERAL HIGHWAY BEARS HORTH D7-13'30° EAST ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION MICEOSCIES, SHEET 8 OF 20, DATED DECEMBER 21, 1917, REVISED NOVEMBER 24, 1983.
- 3. THE ABOVE DESCRIPTION IS BASED ON THE FOLLOWING DEEDS:

WARRANTY DEED OFFICIAL RECORDS BOOK 38537, PAGE 978 (LOT 6)
OUT-CLAIM DEED OFFICIAL RECORDS BOOK 33196, PAGE 1840 (LOT 7)
WARRANTY DEED OFFICIAL RECORDS BOOK 30932, PAGE 1840 (LOT 7)
WARRANTY DEED OFFICIAL RECORDS BOOK 30932, PAGE 1828 (LOT 8 8
PARCELS "7" 8 "7")
OFFICIAL RECORDS BOOK 51902, PAGE 1819
PARCELS "7" 8 "7")

THE ABOVE DEEDS ARE ALL RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

### CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER SIGHT (FLORIDA ADMINISTRATIVE COOE), INHIBIUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF SUSUNESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1351, AS AMENDED, PURSUANT TO CHAPTER ATABLY OF THE FLORIDA STAYUTES, AND IS TRUE AND CORRECT TO THE BEST OF DUR KNOWLEDGE AND BELIEF.

CHAVEN THOMPSON & ASSOCIATES, MC. CERTIFICATE OF AUTHORIZATION LB271

PROFESSIONAL SURVEYOR AND MAPPER HO, 4343 STATE OF FLORIDA

RICET 2 OF 3 JEST-SHADOBOLINATED SOUNCYCHALL DESC. FAC COMMING ON STATEMENT 2:34-00 AM EXHIBIT "8"
PUBLIC SCHOOL FACILITY IMPACT STATEMENT REPORT DATED OCTOBER 17, 2005



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 600 Scuthrast Third Avenue -, 14° FL. FT. LAUDERDALE, FLORIDA 33301 • TEL 754-321-2161 • FAX 754-321-2119

Chrls O. Akagbosu. Director Growth Huntgement Division Facility Management. Planning & Sue Acquisition chris.akagbosu@browardschools.com

SCHOOL BOARD

Char Tier Char STEWAME ARMA KRAFT, ESO BENTAMOT L WILLIAMS CARGUEL ANDREWS ROOK BARTLEMAN DARLAL CARTER WALKENS DENVEN BAYERLY A GALLAGHER DA. ROGERS D, PANKS MARRY RUBUSTEIN

October 17, 2005

Dr. Frank Till Superintendent of Schools

Charles F. Fink, President Charles F. Fink, Inc. 5342 NW 92<sup>™</sup> 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.

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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:

- The voluntary commitment cited above.
- That the cited voluntary commitment must run with the property until the obligation is deemed fulfilled.
- 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 <a href="https://www.browardschools.com">www.browardschools.com</a>, 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 Omer 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 Savgrass Technology Park, 1643 N. Harrison Parkway, Building H. Sunrin, Flacida 33323 - TEL 754-323-8350 FAX 754-321-8182

Chris O. Akagbosu, Director Gravelt Musagement Division Facility Hungement, Planning & Site Acquisition chris akagbosu@huwandschools.com SCHOOL BOARD

REVERLY A CALLAGHER
RADEN BARTLEMAN
MALKENS AS DENNEN
JEDNNER LEGNARD GOTTLIER
FYLLIS C. HOPE
STEPHANE ARMA KRAFT, ESQ.
ROBERT D. PARKS, EAD.
ELLANGA KORTL
BENJAMIN J. WILLIAMS

July 9, 2007

James F. Notter Superintendent of Schools

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 DRJ, 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.

Transforming Education: One Student at 3 Time	
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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.

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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 (amily 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 5.5 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 Reach 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

	2006	Twentieth	0::-=//!!d\	2007/08 Projected	2008/09 Projected
Charter School	Contract Capacity	Day Enrollment	Over/(Under) Enrolled	Enrollment	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 3<sup>rd</sup> grade – 18 students, 4<sup>th</sup> through 8<sup>th</sup> grade – 22 students, and 9<sup>th</sup> through 12<sup>th</sup> 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.

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

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	cooperation and support on land use plan amendment matters pertaining ols. If you have questions or need further information, please email me n or call me at 754-321-8356.
	Sincerely,
	The state of the s
	Lisa Wight, Planner
	Growth Management Division
	Facility Management, Planning & Site Acquisition Department
LW:lw	
Attachments	
1. Public School Facility Impac	ct Statement Report, LUPA PC 07-19 through PC 07-21.
c: Thomas J. Coates, Executive Chris O. Akagbosu, Director Jill Young, Director, School	
ά.	

Transforming Education: One Student of A Time Broward County Public Schools is An Equal Oppartunity/Equal Access Employer CFN # 106345454, OR BK 42588 Page 1233, Page 1 of 11, Recorded 08/14/2006 at 04:18 PM, Broward County Commission, Deputy Clerk 3230

Return to: Lorri Hall, Planner Ruden, McClosky 200 East Broward Boulevard Fort Lauderdale, Florida 33301

Prepared by: Bonnie Miskel, Esq. Ruden, McClosky 200 East Broward Boulevard Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

## AMENDED AND RESTATED DECLARATION OF RESTRICTIVE CONENANTS

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 Poinpano Beach, Florida, in Broward County, more particularly described in the attached Exhibit "A" ("Property"); and

WHEREAS, Shoal Creek has 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 which are anticipated to generate 21 students consisting of 11 elementary, 4 middle and 6 high school students; and

WHEREAS, the existing Low (5) Residential would permit the development of 12 single family units and, if developed, was determined to generate 5 students consisting of 3 elementary, 1 middle and 1 high school student, and with credit provided for the 1 middle school student that would be generated, mitigation is only due for the 3 additional middle school students attributable to the overcrowded middle school; 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

FTL:1881965:1

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D. H. T.

WHEREAS, pursuant to the Original Declaration, in connection with the Application, Shoal Creek has voluntarily agreed to mitigate student impacts for the 3 additional 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, the School Board has agreed with the voluntary student mitigation plan outlined herein, and has requested the execution and recordation of this Declaration;

WHEREAS, Shoal Creek desires to amend and restate the Original Declaration, in its entirety, in accordance with the terms and provisions of this Declaration.

NOW, THEREFORE, the undersigned agree and covenant to the following:

- 1. The above recitals are true and correct and are incorporated herein.
- 2. 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 115 townhouse units, plus the Florida established Student Station Cost Factors amount for the three additional middle school students attributable to the overcrowded middle school. 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 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 October 17, 2005, 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. 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 2 above.

3. 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 2 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 Executive Director, Faeility Management, Planning and Site Acquisition of the School Board or designee, with a copy to the Broward County Development Management Division. The Executive Director, or designee, shall determine the additional students anticipated from any increase in residential units beyond the 115 townhouse units contemplated herein and notify Shoal Creek and the County of any further increase in the number of anticipated students. Shoal Creek shall then purpose 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 paid, in full, to the School Board no later than the date in which Shoal Creek obtains the first building permit for such residential units and shall be a condition of the School Board's delivery of any partial release of this Declaration of Restrictive Covenants for the subject unit. In the event that changes in the overall mix of residential units and/or mix

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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.

- 4. Upon Shoal Creek obtaining a final certificate of occupancy for any given residential unit, a copy of same shall be promptly delivered to Executive Director, Facility Management, Planning and Site Acquisition of the School Board and the Broward County Development Management 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 Declaration of Restrictive Covenants.
- 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.
- 6. 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.
- 7. This Declaration shall be recorded in the Public Records of Broward County, Florida, 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, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.
- 8. This Declaration 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. . The Original Declaration is hereby amended and restated in its entirety pursuant to the terms of this Declaration.
- 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.

[Reminder of page intentionally left blank]

ra i i

Signed, sealed and delivered		
in the presence of: WITNESSES:		SHOAL CREEK PROPERTIES -
		POMPANO, LLC,
	0	a Florida limited liability company
D W 1/1	Les.	
Dogwood		By: Urban Ventures At Pompano, LLC
Print Name: Bush (1)	hlwros.	(its Managing Member /
y : X1 a	0	1 -109 81
Dan Vale		James workan
Print Name: Lory +	1111	Print Name: James W. Harris
		Title: Manager
		Address: 200 South Park Road, Suite 456
		Hollywood, FL 33021
STATE OF FLORIDA	)	501.0244 · # 12 80 (1815) # (1815-171) 1717-1715 (1815-1711)
	) SS	
COUNTY OF BROWARD	5	
The foregoing instan	ment was acknow	wledged before me this 14th day of August,
2006 by James W Harris a	s Manager of II	rban Ventures at Pompano, LLC, Managing Member of
CUOAL CREEK PROPERTY	ICC DOMONNO	LLC, a Florida Limited Liability Company, freely and
- 발생님이 되어지면 되었었다. (1985년 1일 20 20 20 20 20 20 20 20 20 20 20 20 20	강하는 사람들이 얼마나 되었다. 그런 사람들이 없었다.	company. He/She is personally known to me or has

Marcelina Morales

NOTARY PURIC-STATE OF HORDA

PROF Marcelina Morales

Commission # DD550114

Expires: JULY 21, 2010

INVIATIANTE BONDES CO, INC.

F7L:1881965:1

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EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION
(TOGETHER WITH A PROPERTY SKETCH)

FTL:1509246:2

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#### PARCEL 1

ALL THAT PART OF THE MORTH ONE-HALF (N %) OF THE MORTHEAST ONE-QUARTER DE X) OF THE MORTHWEST ONE-CHARTER (NN X) OF SECTION 18, TOWNSHIP AS SOUTH, RANGE 48 EART, LYING WEST OF THE WEST REINT-OF-MAY LIFE OF STATE ROAD NO. 8, GODBERGE, STATE ROAD NO. 4, LE HIGHMAY, NO. 1), COSMONLY KNOWN AS PEDISHAL HIGHMAY, LYING SOUTH OF A LINE PARALLEL TO AND SELET FIRST SOUTH OF THE MORTH LINE OF SAID MORTH ONE-HALF, SI XI OF THE MORTHEAST ONE-CHARTER SK X) OF THE MORTHWEST CHE-CHARTER (NY X) OF SAID SECTION 18.

### TOGETHER WITH: PARCEL 2

THAT PORTION THE BOUTHEAST CHE-QUARTER (SE Y) OF THE HORTHEAST CHE-QUARTER (HE X) OF THE NORTHWEST CHE-QUARTER (HE Y) OF SECTION 13, TOWNSHIP 48 SOUTH, LANGE 45 EAST, LYNG WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD MC. 4, ALSO (HOUSE AS POLLEWS; LOGATED AND ESTABLISHED, WHICH IS DESCRISED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORBOR OF THE SOUTHEAST CHE-QUARTER (SE N) OF THE NORTHEAST ONE-QUARTER (SEN N) OF THE NORTHEST ONE-QUARTER (SEN N) OF THE SOUTHEAST ONE-QUARTER (SEN N) OF THE OF SAID STATE EAST, A DISTANCE OF AND THE WEST BOUNDARY LINE OF SAID STATE EXTRACTIONS THE WEST BOUNDARY OF AND HORSEN, A DISTANCE OF AND FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST ONE-QUARTER (SE N) OF THE NORTHWEST ONE-QUARTER (SE N) OTHER NORTHWEST ONE-QUARTER (SE N

# TODETHER WITH: , PARCELS

A PORTION OF THE SOUTH SPUS FEET OF THE NORTH SIAST FEET OF THAT PART OF THE MORTH ONE-HALF IN 1) OF THE NORTHEAST ONE-QUARTER IN 12 OF THE MORTHWEST ONE-QUARTER SHY 13) LYSIG WEST OF THE RIGHT-OF-WAY OF FEDERAL HOUMAY IN SECTION 18, TOWHERIF 48 SOUTH, RANGE 43 EAST, DESCRIBED AS POLLOWS:

BEGBROOM AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRISED PROPERTY 119.51 FEET WEST OF THE SOUTHEAST CORDER THREEOF, THENCE NORTH ALONG THE WESTERLY BOUNDARY THEREOF TRUS FEET TO A POINT; THENCE EAST PARALLEL WITH THE SOUTHERLY BOUNDARY FREETO A POINT; THENCE BOUTH PARALLEL WITH THE WESTIMALY BOUNDARY; THOSE SOUTHERLY BOUNDARY; THOSE WEST ALONG THE BAD SOUTHERLY BOUNDARY; THOSE WEST ALONG THE BAD SOUTHERLY BOUNDARY SO FEET TO THE POINT OF BESTRAND.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTARRING SAT ACRES MORE OR LESS.

## NOTES:

 The Bearings, Distances, and area grown reason and on the attached exetch are subject to change based on the field location of existing property monumentation.

SHEET 1 OF 3 A CHARLESTON HAR DESCRIPTION OF SCHOOL CHARLES ON MINISTERS 7: 14:50 AM

FTL:1509246:2

# H 4 \*

- THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE WEST PRINT-OF-WAY OF FEDERAL HONWAY SEARS NORTH OTHERS EAST ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT-OF-WAY MAY SECTION SOCIS-238, SHEET 4 OF 20, DATED DECEMBER 21, 1977, REVISED HOVEMBER 24, 1980.
- 1. THE ABOVE DESCRIPTION IS BAKED ON THE FOLLOWING DIRECTS:

WARRANTY DEED OFFICIAL RECORDS BOOK 36191, PAGE 978 (LDT 6)
OUT-CLAIR DEED OFFICIAL RECORDS BOOK 30191, PAGE 1600 (LDT 7)
WARRANTY DEED OFFICIAL RECORDS BOOK 30191, PAGE 1819 (LDT 8 &
PARCELS "1" & "2")
WARRANTY DEED OFFICIAL RECORDS BOOK 31902, PAGE 1819
(PARCELS "1" & "2")

THE ABOVE DEEDS ARE ALL RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

## GERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SIGETCH CONFORMS TO CHAPTER STOLEY (FLORIDA ADMINISTRATIVE CODE), MINISTRA TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF ELANDARD OF PROPESSIONAL LAND SURVEYORS IN SEPTEMBERS, 1515, AS AMENOED, PURSHANT TO CHAPTER STADE OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE SEST OF OUR KNOWLEDGE AND BELIEF.

2 1 2 2

CRAYEN THOMPSON & ASSOCIATES, SHC. CERTIFICATE OF AUTHORIZATION LB271

PROFESSIONAL SUNVEYOR AND MAPPER NO. 4343 STATE OF FLORIDA

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FTL:1509246:2

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# EXHIBIT "B"

# PUBLIC SCHOOL FACILITY IMPACT STATEMENT REPORT

FTL:1509246;2

P. 1 1 1 1 1



# Accredited School System

# Pacility Management, Finning & Sitz Acquisition Department 600 S.B. 3rd Avenue, 4th Floor Fort Lauderdale, Florida 33301 Land Uso Pian Amandment Public School Facility Impact Statument

Type:	ription				2W7		-	MG 43	
	County	80C 18			TWZ	**		MU 43	
Amendment #:	PC 05-23								
Owner   Descloper:	TCR SF Propert	ios							
Jerisdiction :	City of Pumpson	Beath							
Current Land Use:	Consocrabil and	Low (5) Resid	encial (Approx.	5.5 Acres)					
Proposed Land Use	i Irregular (21) Re	nidential (Appr	na. 5.5 Acres)						
Potential Studer	+ Import		editional Jan	ect:	Cur	malet	he Bu	-	Fress
Existing Permitted			sy Otradesta:		-		MIDTE		
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### ÉXHIBIT C



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# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 600 Southeast Yhlind Avenue \*, 14" FL. FT. LAUDERDALE, FLORIDA 33301 \* TEL 754-321-2161 \* FAN754-J21-2179

Chris O. Akagbosu, Director Growth Management Diriston Facility Management, Planning & Site Acquisition chris, akagbonug howardschools com SCHOOL BOARD

Con C

STEPHANE ARMAKRATI, ESQ CESNAUN I, WILLIAM CAROLE I, ANDREMS ROUTE-BANTLEALM DARLA I CARTER MAUBERN S, DENNEN BENERLY A OA LIGHER DIK ROBERT D, FARS MARTI Y RUBSSILM

October 17, 2005

Dr. Frank Till Superintendent of Schools

Charles F. Fink, President Charles F. Fink, Inc. 5342 NW-92° 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.

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out and

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.

- That the cited voluntary commitment must run with the property until the obligation is deemed fulfilled.
- 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 <a href="https://www.browardschools.com">www.browardschools.com</a>, 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. Akagbesu, 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

Transferming Education: One Student of A Time
Birmand Crone: Fubia, Science is An Equal Opportunity/Equal Access Engineers

CFN # 106326628, OR BK 42549 Page 705, Page 1 of 11, Recorded 08/07/2006 at 03:28 PM, Broward County Commission, Deputy Clerk 2085

FORM DECLARATION NEW UNITS March 28, 2005

Return to: Lorri Hall, Planner Ruden, McClosky 200 East Broward Boulevard Fort Lauderdale, Florida 33301

Prepared by: Bonnie Miskel, Esq. Ruden, McClosky 200 East Broward Boulevard Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

#### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this Thin day of August 2006 by Shoal Creek Properties-Pompano LLC, a Florida limited liability company, its successors and assigns ("Shoal Creek") whose address is 200 South Park Road, Suite 455, Hollywood, Florida, 33021, shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 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 3<sup>rd</sup> 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, Florida, in Broward County, more particularly described in the attached Exhibit "A" ("Property"); and

WHEREAS, Shoal Creek has 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 which is anticipated to generate 3 students; and

WHEREAS, in connection with the Application, Shoal Creek has voluntarily agreed to enter into this Declaration regarding the mitigation of student impacts for the 3 students which is the number of students anticipated to be generated by the future development of the additional 115 townhouse units proposed for the development of the Property consistent with the Public School Facility Impact Statement Report dated October 12, 2005, a copy of which is attached hereto as Exhibit "B", associated with the proposed development on the Property; and

WHEREAS, the School Board has agreed with the voluntary student mitigation plan outlined herein, and has requested the execution and recordation of this Declaration;

NOW, THEREFORE, the undersigned agree and covenant to the following:

- The above recitals are true and correct and are incorporated herein.

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. 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 2 above.

- 3. 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 2 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) changes from what is represented in the Application and there is an increase in the number of residential units and/or bedroom mix, Shoal Creek agrees to provide written notification to the Executive Director, Facility Management, Planning and Site Acquisition of the School Board or designee, with a copy to the Broward County Development Management Division. The Executive Director, or designee, shall determine the additional students anticipated from any increase in residential units beyond the 115 townhouse units contemplated herein and notify Shoal Creek and the County of any further increase in the number of anticipated students. Shoal Creek shall then purpose additional mitigation for the newly anticipated additional students. Any such additional mitigation amount shall be paid, in full, to the School Board no later than the date in which Shoal Creek obtains the first building permit for such residential units and shall be a condition of the School Board's delivery of any partial release of this Declaration of Restrictive Covenants for the subject unit. 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
- 4. Upon Shoal Creek obtaining a final certificate of occupancy for any given residential unit, a copy of same shall be promptly delivered to Executive Director, Facility Management, Planning and Site Acquisition of the School Board and the Broward County Development Management 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 Declaration of Restrictive Covenants.

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- 5. 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.
- 6. 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.
- 7. This Declaration shall be recorded in the Public Records of Broward County, Florida, 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, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.
- This Declaration 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.
- 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.

[Remainder of page intentionally left blank]

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1 day of Acros T, 2006.	dersigned has caused this Declaration to be executed this
Signed, sealed and delivered in the presence of:	•
WITNESSES:	SHOAL CREEK PROPERTIES -
/	POMPANO, LUC,
· /	a Florida limited liability company
in a hattall Asy	
- YOUR WING	By: Urban Ventures At Pompano, LLC
Print Name: MICHIELLING	its Managing Member
	James Want
Print Name: IVIS Hernande2	Print Name: James W. Harris
<del></del>	Title: Manager
	Address: 200 South Park Road, Suite 456 Hollywood, FL 33021
STATE OF FLORIDA )	
.) SS	656
COUNTY OF BROWARD )	
The foregoing instrument was acknow	ledged before me this day of
2006, by James W. Harris, as Manager of Ur SHOAL CREEK PROPERTIES-POMPANO,	han Ventures At Pompano, LLC, Managing Member of LLC, a Florida Limited Liability Company, freely and company. He/She is personally known to me or has
produced as identification or is k	
	MIMARCOLINI MITTORION
NOTARY PUBLIC-STATE OF FLORIDA	Notary Public, State of Florida
Marcelina Morales Commission #DD560114	My Commission Expires:
Explies: JULY 21 2010	
BONDED THRU ATLANTIC BOXDING CO., INC.	

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

5

#### PARCEL 1

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#### TOGETHER WITH: PARCEL 2

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EAR LANDS STUATE IN SKOWARD COUNTY, FLORIDA, CONTARING 6.87 AGRES

#### HOTES:

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

ENERT 1 OF 3 IN ENTWHOLEGISTRA-BARROYT RALL DESCARE CONTROL OF UTSICHO 7: 14:40 AM

- THE BEARINGS SHOWN HEREON ARE SASED ON AN ASSUMED MERIDIAN, THE WEST RIGHT-OF-WAY OF FEDERAL HIGHWAY BEARS NORTH OTHERD EAST ACCORDING TO FLOREDA DEPARTMENT OF TRANSPORTATION FORTH-OF-WAY MAY SECTION BIOGS-2323, SHEET 8 OF 20, DAYED DECEMBER 21, 1977, REYISED HOYEMBER 24, 1980.
- 1. THE ABOVE DESCRIPTION IS BASED ON THE FOLLOWING DESIDS:

WARRANTY DEED DEFICIAL RECORDS BOOK 39837, PAGE 978 (LDT S)
GUIT-CLAMS DEED OFFICIAL RECORDS BOOK 39780, PAGE 1880 (LDT S)
GUIT-CLAMS DEED OFFICIAL RECORDS BOOK 39780, PAGE 1880 (LDT S)
WARRANTY DEED OFFICIAL RECORDS BOOK 39802, PAGE 1879 (LDT S &
PARCELS "1" & "2")

THE ASDVE DEEDS ARE ALL RECORDED IN THE OFFICIAL RECORDS OF SHOWARD COURTY, FLORIDA

#### CERTIFICATE:

WE HEREBY CERTIFY THAT THE DESCRIPTION AND SIGTER CONFORMS TO CHAPTER SIGHT-4 PROFIDE ADMINISTRATIVE CODED, REMEMBE TECHNOLOUS STANDARDS FOR LAND ELEVISYMO IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL RESULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN REPTEMBER, 1951, AS AMENIODE, PURSUANT TO CHAPTER STADT OF THE FLORICA STATISTER, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAYENTHORPSON & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION LIBERY

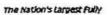
DOUGLAS M. DAVIE PROFESSIONAL SURVEYOR AND MAPPER HO, 4343 STATE OF FLORIDA

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### EXHIBIT "B"

PUBLIC SCHOOL FACILITY IMPACT STATEMENT REPORT





### Accredited School System

Facility Hamagement, Firming & Site Scaulattion Department 600 S.B. 3rd Avenue, 4th Floor Fort Lauderdale, Florida 33301

Land Use Plan Amendment Public School Facility Impact Statement

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#### EXHIBIT "C"

## SCHOOL BOARD LETTER OF CONCURRENCE



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA 60 Sections Tibed Avenue a 10 FL. FT. LAUDERDALE, FLORIDA 12011-TEL 19421-13141-FFAX ES-4211-2191

Chris Aleghaen, Denom Groeck Managemen Braisin Forting Managemen, Flavolog & Str Acquisins Forting Management (Manage & Str Acquisins **SCHOOL BOAKD** 

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October 12, 2005

Dr. Frank TOX

Henry Stiemek, Executive Director Broward County Planning Cornell 115 South Andrews Avenue, Room 1907 Fort Landerdale, Florida 33301

Re: Re-Revised Report for Land Use Plan Amendment PC 05-23

Dear Mr. Sayser + 1

Piesee find attached per the request from your office, the revised Public School Facility impact Statement Report (PSFS) for Land Use Fiso Amendment (LUPA) PC 05-23. Information provided by your office indicates that the current land use designation for the site permits 12 single family units, which generates 5 (3 elementary, 1 middle and 1 high school) students. This application was reviewed as a potential 115-townhouse units development, and is anticipated to generate a road of 21 (11 elemantary, 4 windthe and 6 high school) or 15 additional students into Broward County Public Schools, which will exacerbate overcrowded conditions at the pertinent impacted schools.

Schools impacted by the amendownt in the 2005/06 action year are depicted in the attacher, PSFIS Report. Based on the 2005/06 Twentieth Day Membership Counts Report, Normest Elementary School is under-entrolled (< 90% of permanent capacity) in the 2005/06 school year, Doerfield, Beach Middle is neutral (>=90% 110% of permanent capacity), but is projected to be overcrowded in the 2006/07 action year, and Doerfield Beach High School is neutral. Therefore, the amendment as proposed will exacerbate overcrowded conditions at pertinent hapacted achools.

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

Also, information regarding charter schools located within a two-mile radius of the amendment site in the 2003/06 school year is provided in the PSFIS Report. Please be aware that the meadment expactly at each charter school is determined by the enrullment specified in the charter school

Browned County Public School Is An Equal Opportunity Count Access Employer

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Re-Revised Report for	Land Use Plan	Amendment P	C 05-23
October 12, 2805			
Page 2			

agreement between the school and the School Board of Broward County, Florida. Some charter schools open under surolled, but achieve maximum capacity as they add grade levels, move from lessed facilities to permanent facilities, or increase public awareness about their school within the area they serve. Deerfield Beach Middle School is projected to be overcrowded in the 2004/07 school year, and students attending or anticipated to attend partinent charter schools are factored into the enrollment projections for District schools. Therefore, Regles Nest (6-8) Charter School is not anticipated to completely relieve overcrowding at Deerfield Beach Middle School.

This application is subject to the provisions of School Board Folicy 1161 as it relates to proposed residential applications with incressed density impacting overcrowded schools. Thus, based in the provisions of School Board Policy 1161, mitigation is only required for the 3 additional artic paint middle school students. As such, the owner/developer should be directed to provide mitigation for the anticipated students. Also, the owner/developer should be advised that Policy 1161 mandates that any proposed mitigation shall not be less than the school impact fees due for the residential development.

As always, thank you for your continued cooperation and support on land use plan amen iment matters pertaining to Broward County Public Echoole. If you have questions or need further information, please email me at christakes insufficewards chools com or call me at 754-721-2182.

Shoerely

Chris O. Alaghoso, Director Growth Management Division

Facility Management, Planning & Site Acquis tion

COA:coa

#### Attachment

- 1. Re-Revised Public School Facility Impact Statement Report, LUPA PC 05-23
- cc: Thomas J. Coates, Executive Director, Facility Management, Planning & Site Acquisition Thomas Moore, Director, School Boundaries Department Charles F. Fink, President, CFF Flanning Services

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