

**IN THE CIRCUIT COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

Palm-Aire Country Club  
Condominium Association No. 8, Inc.;  
Samuel Switzenbaum; and  
Christian Panagakos,

Case No. CACE-24-016445

Plaintiffs,

CLASS REPRESENTATION

v.

City of Pompano Beach, Florida;  
Clublink US LLC; Range at Palm Aire  
Holdings, LLLP; LENR Development LLC;  
Usman Palmaire LLC; and 2600 Palm Aire LLC,

Defendants.

**AMENDED CLASS ACTION COMPLAINT**

Plaintiffs Palm-Aire Country Club Condominium Association No. 8, Inc. (the “Association”), Samuel Switzenbaum (“Switzenbaum”), and Christian Panagakos (“Panagakos”) (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, sue Defendants City of Pompano Beach, Florida (the “City”); Clublink US LLC (“Clublink”); Range at Palm Aire Holdings, LLLP (“Range at Palm Aire”); LENR Development LLC (“LENR Development”); Usman Palmaire LLC (“Usman Palmaire”); and 2600 Palm Aire LLC (“2600 Palm Aire”) (Clublink, Range at Palm Aire, LENR Development, and Usman Palmaire will be collectively referred to as, the “Developer Defendants”), and allege as follows:

**INTRODUCTION**

1. The Plaintiffs bring this Class Action Complaint, on behalf of themselves and the residential property owners in Palm-Aire, to challenge the use of flex-unit allocations and other City actions that violate explicit covenants running with the land as established in the recorded

1985 Master Settlement Agreement (“MSA”) and its related Exhibits (“MSA”)<sup>1</sup>

2. As used in this Complaint, “Palm-Aire” refers to the approximate 1,750-acre area depicted in MSA Exhibit B, and further clarified in MSA Exhibit C (the “Palm-Aire Master Plan Area”, or simply “Palm-Aire”).

3. The City of Pompano Beach Future Land Use Map includes a dashed boundary enclosing Palm-Aire, virtually identical to that boundary depicted in MSA Exhibit B and reflecting the number “10,631” inside a dashed-line circle. The map legend clarifies the 10,631 as the “maximum allowable units within area” - visually codifying the density cap established in the MSA as an integrated planning constraint (the “Dashed-Line Area”).

4. As stated in Section 6 to the MSA, “the residential density within Palm-Aire shall be controlled by the effective land use plan and this Agreement.” (emphasis added). This language confirms that compliance with the City’s land use plan alone is insufficient: development must also conform to the MSA’s recorded density restrictions, which function as enforceable, parcel-specific covenants running with the land and benefiting all property owners within Palm-Aire.

5. The City’s “Dashed-Line Area” only depicts the 10,631 maximum allowable unit cap in Palm-Aire, pursuant to the MSA. The City’s Land Use Map does not depict the specific sub-caps established in MSA Exhibits B and C, which define the specific allowable units for each specific section within the Palm-Aire Master Plan Area. As a recorded servitude benefiting all property owners within Palm-Aire, the restrictive covenants of the MSA, including maximum unit density for each specific section of land depicted in MSA Exhibit B, cannot be unilaterally lifted or expanded by map changes, zoning adjustments, or internal memoranda. See *Save Calusa Trust v. St. Andrews Holdings*, 193 So. 3d 910, 916 (Fla. 3d DCA 2016) (holding recorded open-space covenant could not be extinguished without express consent of beneficiaries); *Winn-Dixie Stores*,

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<sup>1</sup>. Attached as Exhibit 1 is the MSA.

*Inc. v. Dolgencorp*, 964 So. 2d 261, 268 (Fla. 4th DCA 2007) (discussing enforceability of restrictive covenants running with the land).

6. While the City and the successor to FPA Corporation agreed in 2010 to reallocate 970 remaining units to the approximate 89-acre section of Palm-Aire north of Atlantic Boulevard, that reallocation was recorded as an amendment to the MSA, which reaffirmed the original 10,631-unit cap and updated MSA Exhibits B and C accordingly. As intended consideration for the reallocation, the parties also recorded a separate Declaration of Restrictive Covenants limiting improvements on certain golf-course parcels to golf-related uses only. That Open Space Restriction Agreement (“OSRA”) was intended to impose a distinct, additional covenant running with the land, but it did not modify, replace, or sunset the MSA. These instruments were complementary—not substitutive—and together they reinforced the MSA’s continued enforceability and preserved it from extinguishment under the Marketable Record Title Act (MRTA). Nothing in the 2010 amendment or OSRA altered the legal character of the original MSA as a recorded covenant running with the land, enforceable by all successors whose properties remain burdened and benefited by its terms.<sup>2</sup>

7. The City has violated the covenants of the MSA, and even its own “Dashed-Line Area” by utilizing “flex-units” to exceed the specific density caps that “run with the land” throughout Palm-Aire. This action seeks a declaration that neither flex-units, nor the City’s unilateral attempted amendments to its Dashed-Line Area, can be used to contravene the density restrictions established in the MSA and its Exhibits.

8. This action is not a Fla. Stat. § 163.3215 consistency challenge to any issued development order. Plaintiffs seek only prospective declaratory and injunctive relief establishing that the City lacks authority to approve any flex-unit allocation, or take other actions, that

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<sup>2</sup> Attached as Composite Exhibit 2 is the 2010 Amendment to MSA and Declaration of Restrictive Covenants.

contravene the MSA and related covenants running with the land.

9. The City has already approved, or is seeking to approve, expansion within the Palm Aire Master Area that would push Palm-Aire beyond the 10,631-unit cap, including some 58 flex units for Range at Palm-Aire (2019), 99 flex units for 2600 Palm Aire (2022, pending development), a pending 190-unit request behalf of LENR Development, and a pending request submitted by Clublink (owner of the three remaining golf courses in Palm-Aire) for approximately 270 rental units.

10. In addition, likely in response to this lawsuit, in April 2025, the City submitted a proposed land use plan amendment that would eliminate the “Dashed-Line Area” overlay and replace the fixed-unit framework established in the MSA with new, generalized density tiers. The application proposes to abandon the specific unit allocations in MSA Exhibit B and would authorize more than 6,000 additional units beyond the MSA’s 10,631 unit cap. This confirms the existence of an active and imminent legal controversy, further underscoring the need for immediate declaratory and injunctive relief.

11. Palm-Aire homeowners purchased and maintain their properties in reasonable reliance on the results of the permanence of the MSA cap, which safeguards property values, open green space, traffic circulation, infrastructure capacity, and overall community character.<sup>3</sup>

12. Flex-unit approvals and other City actions that breach the cap will cause irreparable injury that money damages cannot redress—including permanent loss of open space, roadway congestion, utility overload, and diminution of quiet enjoyment—necessitating equitable relief.

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<sup>3</sup> The recorded MSA not only limits density but also expressly links each density allocation to a covenant requiring the developer to “construct and maintain an internal transportation system sufficient to accommodate all growth within Palm-Aire,” pursuant to Section 4; and preserves key recreational and open-space areas—such as the Palm-Aire golf courses—as necessary for drainage and community function, pursuant to Section 5. While Plaintiffs do not seek to enforce the MSA’s transportation, infrastructure, or drainage provisions, these clauses confirm that the 10,631 unit cap and related use restrictions serve critical, land-based functions and are not subject to unilateral override by City map changes or policy shifts. (Ex. 1, §§ 4 & 5).

13. Joinder of the Developer Defendants is appropriate under Fla. R. Civ. P. 1.210(a) and Fla. Stat. § 86.091, because each has received from the City (or seeks to receive from the City) authorization to develop additional units contrary to the restrictive covenants of the MSA and are affected by the declaration requested herein.<sup>4</sup>

### **PARTIES**

14. The Association is a Florida condominium association representing 115 units within Palm-Aire. The unit owners purchased their properties subject to, and in reasonable reliance on, the density and open-space restrictions imposed by the MSA – restrictions that the City has long codified on its Future Land Use Map as the Palm-Aire “Dashed-Line Area”.

15. Switzenbaum and Panagakos each own residential units in Palm-Aire governed by the MSA covenants. They purchased their properties subject to, and in reasonable reliance on, the density and open-space restrictions imposed by the MSA – restrictions that the City has long codified on its Future Land Use Map as the Palm-Aire “Dashed-Line Area”

16. The City is a Florida municipal corporation charged with land-use regulation and Comprehensive Plan compliance.

17. Clublink owns three golf-course tracts inside Palm-Aire and has a flex application pending with the City. Clublink purchased its properties subject to the density and open-space restrictions imposed by the MSA - restrictions the City long depicted on its Future Land-Use Map within the Palm-Aire “Dashed-Line Area” and that appear as a recorded title exception in Clublink’s deed.<sup>5</sup>

18. Range at Palm-Aire owns the 4086 Highland Oaks Drive parcel for which the City allocated 58 flex units in 2019. Range at Palm-Aire purchased its property subject to the density

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<sup>4</sup> Joinder of the Developer Defendants was made in direct response to the Court’s concerns raised at the hearing on the Motion to Dismiss, as filed by the City of Pompano Beach and heard on April 29, 2025.

<sup>5</sup> Attached as Exhibit 3 is Clublink’s Deed.

and open space restrictions imposed by the MSA – restrictions that City long depicted on its Future Land Use Map within the Palm-Aire “Dashed-Line Area”.

19. 2600 Palm-Aire owns the 2606 N. Palm-Aire Drive tract that received 99 flex units in 2022. 2600 Palm-Aire purchased its property subject to the density and open-space restrictions imposed by the MSA - restrictions the City long depicted on its Future Land-Use Map within the Palm-Aire “Dashed-Line Area”.

20. Usman Palmaire owns a 1.3-acre parcel located at the southwest corner of South Palm-Aire Drive and Powerline Road. Usman Palmaire purchased its property subject to the density and open-space restrictions imposed by the MSA - restrictions the City long depicted on its Future Land-Use Map within the Palm-Aire “Dashed-Line Area”. In 2021, the City approved a 40-unit flex allocation for that parcel despite acknowledging that it had not been allocated any base units under the MSA and that the area’s total allocation had already been exhausted. The approval relied entirely on the use of flex units to override the MSA.

21. LENR Development is a Florida limited liability company that owns a 21.4-acre parcel within the Palm-Aire Dashed-Line Area. LENR Development purchased its property subject to the density and open-space restrictions imposed by the MSA - restrictions the City long depicted on its Future Land-Use Map within the Palm-Aire “Dashed-Line Area.” LENR Development is under contract with a national developer for a proposed residential redevelopment that would require changes to the City’s land use plan and would conflict with the density and allocation restrictions in the MSA.

22. The Developer Defendants are named under Fla. Stat. § 86.091, as interested parties whose claimed entitlements would be directly affected by the declaratory relief sought. Plaintiffs do not allege wrongdoing or seek damages against these parties; they are joined to ensure complete adjudication of the issues and binding effect of the judgment.

23. No additional Palm-Aire associations are indispensable under Fla. R. Civ. P. 1.210(a) or Rule 19. The Declaratory Judgments Act, Fla. Stat. § 86.091, requires joinder only of those parties whose interests would be directly and immediately affected by the declaration. That standard is satisfied here: all entities who currently hold, or have sought, flex-unit entitlements have been joined, including Clublink and each parcel owner with an active or approved application.

24. Other associations or owners—while properly included within the defined Plaintiff class—do not require separate joinder because they lack distinct legal interests that would be impaired by a judgment in this case. Nearly all available land within their control is fully developed, and pursuing new residential entitlements would require impractical teardown and displacement of existing owners. Their rights under the MSA Covenant will be clarified, not diminished, by the judgment. Furthermore, the Plaintiff class includes all 10,631 property owners (excluding the Developer Defendants) burdened and benefited by the MSA, thereby ensuring notice and binding effect. This structure satisfies the Court’s prior concern about avoiding inconsistent verdicts, while complying with controlling precedent that joinder is not required where existing parties adequately represent aligned interests.

25. Although municipalities often speak for the public at large in matters of general land-use policy, that principle does not apply here. The City’s role in this case is not neutral. It has taken an affirmative position contrary to the rights of Plaintiffs and the Resident Class (defined below) by advancing flex-unit allocations and comprehensive plan amendments that would circumvent the recorded MSA. Plaintiffs seek to enforce a specific, parcel-based property covenant which the City is not enforcing. Because these private property interests are distinct from general public policy, only the Plaintiffs can adequately represent and protect them in this action.

#### **JURISDICTION AND VENUE**

26. This Court has jurisdiction under Fla. Stat., §§ 26.012 & 86.011, because Plaintiffs

seek declaratory and injunctive relief affecting real property in Broward County.

27. Venue lies in Broward County where the properties, parties, and challenged municipal acts are situated or occurred.

**CLASS ACTION ALLEGATIONS**

28. Pursuant to Florida Rule of Civil Procedure 1.220(b)(1), (2) and/or (3), the Plaintiffs, together with such other individuals that may join this action as class representatives, hereby bring this action on their own behalf and on behalf of all those similarly situated persons who own property in Palm-Aire, that they acquired subject to, and in reasonable reliance on, the density and open-space restrictions imposed by the MSA - restrictions the City long depicted on its Future Land-Use Map as the Palm-Aire “Dashed-Line Area.”

29. As used herein, the “Resident Class” consists of and is defined as:

All property owners in Palm-Aire who purchased their property subject to the density and open-space covenants set forth in the MSA (as defined and allocated in MSA Exhibit B), which covenants were historically illustrated on the City’s Future Land-Use Map within the Palm-Aire “Dashed-Line Area.”

Excluded from the class are the Developer Defendants.

30. The Plaintiffs reserve the right to amend the class definitions as discovery proceeds and to conform to the evidence.

31. While the exact number of class members is unknown at this time, the Plaintiffs submit that there are at least 10,631 properties owned by thousands of property owners, who are potential class members in this action.

32. The number of class members is so numerous that separate joinder of each member is impractical.

33. This action poses questions of law and fact that are common to and affect the rights of all members of the class. Such questions of law and fact common to the class include but are not limited to the following:

(a) Whether the City can allocate flex-units within Palm-Aire contrary to the density cap established in the MSA.

(b) Whether the City can allocate flex-units within Palm-Aire contrary to the density cap established in the “Dashed-Line Area” depicted on the City of Pompano Beach Future Land Use Map.

(c) Whether the City can allow additional units within Palm-Aire contrary to the density cap established in the MSA.

34. Based on the facts and circumstances set forth herein, the Plaintiffs’ claims are typical of the claims of the members of the class.

35. Further, other individual plaintiffs may elect to join this action upon such grounds as the Court may set forth and these individuals will likewise have issues that are common to those of all other class members.

36. Common questions of fact and law exist as to all members of the class and such questions predominate over any questions solely affecting any individual member of the class.

37. Based on the facts and circumstances set forth herein, the Plaintiffs will fairly and adequately protect and represent the interests of each member of the class.

38. The Plaintiff has retained the undersigned attorneys who are experienced in handling similar class actions over the last twenty-five (25) years. As a result, the undersigned attorneys are qualified and experienced in class action litigation and will adequately protect the interests of the class.

39. The Plaintiffs brings this class action pursuant to Florida Rule of Civil Procedure 1.220(b)(2) on the grounds that the City’s actions or omissions as alleged herein, are generally applicable to all class members thereby making declaratory relief concerning the class as a whole appropriate.

40. The Plaintiffs brings this class action under Florida Rule of Civil Procedure 1.220(b)(1) because the prosecution of separate claims or defenses by or against individual class members would create a risk of either: (a) inconsistent or varying adjudications concerning individual class members which would establish incompatible standards of conduct for the party opposing the class; or (b) adjudications concerning individual class members which would, as a practical matter, be dispositive of the interests of other class members who are not parties to the adjudications, or substantially impair or impede the ability of other class members who are not parties to the adjudications to protect their interests.

41. The Plaintiffs bring this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist as to all class members and such questions predominate over any questions solely affecting any individual class member.

42. Class treatment of this action is superior to other available methods for fair and efficient adjudication of this controversy. There will be no manageability problems with prosecuting the case as a class action.

43. To the extent any class member disagrees with the declaration being sought by the Plaintiffs on behalf of the Resident Class, such class member can opt out of the class action and intervene as a Defendant.

### **FACTUAL BACKGROUND**

#### **A. The 1985 Master Settlement Agreement**

44. The MSA (executed July 25, 1985) establishes a strict 10,631 unit cap for all of Palm-Aire, with explicit sub-caps allocated across each specific area within Palm Aire. These caps and allocations are expressly provided as covenants that “run with the land” and bind successors.<sup>6</sup>

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<sup>6</sup> At a September 24, 2019 public hearing, City Planning Manager Jean Dolan stated that the 10,631 units “were allocated to the various development parcels within the original Palm Aire master plan,” and that certain parcels (i.e., the parcel subject to the Usman application) “were not assigned units” and “never had residential entitlements ... there are no vested rights.” These admissions confirm that the base allocations and specific parcel sub-caps have been fully

45. The MSA's covenants were recorded in the public land records, visually codified on the City's Future Land Use Map, and expressly incorporated into the City's long-range planning framework.

46. As the MSA has been recorded, all property owners within Palm-Aire purchased their properties subject to the MSA.

47. The MSA was listed as title exceptions in Clublink's 2013 deed, underscoring that both the City and private successors in interest had actual and constructive notice of the cap's binding effect.

48. In April 2025, the City submitted a proposed land use plan amendment seeking to abandon the "dashed-line" overlay and replace the fixed-unit framework with floating-density categories across Palm-Aire. The application admits that this change could generate more than 6,000 additional residential units beyond the MSA's 10,631 unit cap. It also proposes to erase the specific unit allocations reflected in MSA Exhibit B and instead apply new, generalized density tiers. This confirms the City's intent to override the MSA and creates an active and imminent legal controversy warranting declaratory and injunctive relief.<sup>7</sup>

49. The MSA Covenant—not the City's dashed-line cartographic depiction—creates the 10,631-unit limit. The dashed line appears on the Future Land-Use Map only as a visual disclosure of a pre-existing, recorded restriction, analogous to how an easement or platted setback might be illustrated on a survey.

50. Because the Covenant was recorded in the public records and expressly declared to "run with the land," its enforceability does not depend on the continued presence of any dashed-line notation. A municipal map amendment cannot extinguish a private real-property

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consumed, and that the City cannot approve additional residential development within Palm-Aire without breaching the covenants established in the MSA.

<sup>7</sup> Attached as Exhibit 4 is the April 2025 Land Use Plan Amendment Application.

covenant without the beneficiaries' consent. See Fla. Stat. § 163.3194(3)(a) (comprehensive plan “shall not be deemed to abrogate private property rights”); *Save Calusa Trust*, 193 So. 3d at 916.

**B. The City's Flex-Unit Approvals**

51. **2019 – Range at Palm-Aire**– City Attorney Mark Berman (“Berman”) approved 58 flex units for Range at Palm-Aire Holdings to support a 39-unit townhouse development at 4091 West Palm-Aire Drive, a previously vacant site adjacent to the Clublink-owned Oaks Clubhouse parcel. The property lies within the Palm-Aire Master Plan Area. The City approved the request as consistent with the Comprehensive Plan under § 154.61(D), despite the fixed 10,631-unit limit and no available base units.<sup>8</sup>

52. **2022 – 2600 Palm-Aire** – Berman likewise approved 99 flex units for 2600 Palm-Aire, despite the City's acknowledgment in Resolution No. 2018-94 that “all of the units in the Palm-Aire Dashed Line land use category have been allocated to other properties,” and that additional development would require allocation from the flex pool.<sup>9</sup>

53. **Usman Palmaire**. The City has processed and approved a 40-unit flex allocation request by Usman Palmaire for a residential development on a parcel located at the southwest corner of South Palm-Aire Drive and Powerline Road. The property lies within the Palm-Aire Master Plan Area. The City expressly acknowledged that this parcel had not been allocated any base units under the Palm-Aire Master Plan, and that “the units allocated to the Palm-Aire Dashed Line land use district have been fully allocated.” The approval relied entirely on the use of flex units to override the cap.<sup>10</sup>

54. **Clublink**. Additional applications for Clublink-controlled golf tracts are actively

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<sup>8</sup> Attached as Exhibit 5 is the Range at Palm-Aire Flex Allocation Memo.

<sup>9</sup> Attached as Exhibit 6 is Resolution 2018-94.

<sup>10</sup> Attached as Composite Exhibit 7 is the Usman Palmaire Flex Approval.

pending, including a 270-unit redevelopment proposal for the Oaks Clubhouse site at 3701 Oaks Clubhouse Drive. That application seeks a combination of flex and bonus units to increase allowable density beyond the cap imposed by the MSA. The property lies within the Palm-Aire Master Plan Area. Because those parcels are subject to the MSA Covenant, the City itself has acknowledged that the area contains “no available residential units.”<sup>11</sup>

55. Flex allocation is not a procedural formality; it is a legal prerequisite to any development order within Palm-Aire because the City has no remaining base units to assign. Accordingly, the act of approving flex units operates as a substantive entitlement trigger. Plaintiffs seek to enjoin that predicate step because it functions as the “gateway” to development separate and apart from any development order the City may later issue.<sup>12</sup>

56. Plaintiffs’ requested relief therefore avoids any collateral attack and directly targets the source of unlawful density: the City’s effort to override a recorded, parcel-specific covenant that runs with the land and is explicitly noticed in the public record, including as a title exception in the Clublink Deed.

57. The City’s pending Land Use Plan Amendment (“LUPA”), initially submitted in connection with a proposed 186-unit townhouse development on a 21.4-acre tract owned by LENR Development, was originally framed as a limited carve-out from the Palm-Aire Master Plan Area and the City’s reciprocating Dashed-Line Area. Public records indicate that the parcel is under contract to a national homebuilder for future development; however, no application or vested right has been asserted by the contract purchaser, and all discretionary authority remains with the City

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<sup>11</sup> Attached as Exhibit 8 are the Clublink Application Documents.

<sup>12</sup> At the same September 24, 2019 public hearing referenced herein, Planning Manager Jean Dolan acknowledged that flex-unit approval is the necessary gateway for development, explaining that “the owner cannot do anything with the property ... site-plan approval will not be considered until flex allocation occurs.” This admission confirms that flex allocation—not site-plan approval—is the operative legal trigger for purposes of judicial review, rendering this dispute ripe for declaratory relief. City staff reiterated in a subsequent public hearing on February 23, 2021 that entitlement analysis turns on the requested land use designation and associated flex allocation—not the property’s existing use—again confirming that no residential or commercial rights exist absent flex approval.

and LENR Development. Internal correspondence confirms that the City has since expanded the LUPA's scope to cover what it now describes as a 1,579-acre "Palm-Aire overlay." However, the legally defined Palm-Aire area—set forth in § 1.1 of the MSA and expressly recorded in the public land-use record—comprises approximately 1,750 acres.

58. The City's current proposal seeks to remove the dashed-line overlay altogether, thereby erasing the visual and regulatory reference to the MSA's fixed 10,631-unit cap. This policy shift confirms that the City is using the LUPA as a vehicle to attempt to nullify the MSA Covenant through a planning instrument rather than lawful amendment—further reinforcing the need for declaratory and injunctive relief.

59. Internal meeting notes from April 3, 2024 reflect that the City and developer discussed three procedural scenarios for removing or redefining the Palm-Aire dashed-line overlay, including: (i) a concurrent amendment that erases the dashed-line boundary entirely and substitutes parcel-based designations; (ii) a legal revision of the dashed-line description and density allocations across the County plan; or (iii) treating approval of the 21.4-acre LUPA as an "ipso facto" amendment of the entire Palm-Aire land-use designation. The City also raised the option of subsidizing or shifting County application fees to the developer to facilitate the broader amendment. These records confirm that the City is not acting as a neutral regulator but is actively coordinating a procedural framework to dismantle the MSAs parcel-specific cap and recorded covenant structure.<sup>13</sup>

60. A separate site plan narrative submitted for the proposed 190-unit LENR Development confirms the same objective: the applicant states that the project lies "within the Palm Aire Dashed-Line Area (10,631 D.U.)" and that a concurrent land use plan amendment is

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<sup>13</sup> Attached as Exhibit 9 are the Notes from the April 3, 2024 meeting.

being pursued “to amend the Land Use Designation” and “withdraw [the property] from the Stipulation, Settlement and Master Plan Agreement for Palm Aire.” This language underscores that the MSA remains in effect and that current development proposals depend on procedures designed to override its restrictions.<sup>14</sup>

**C. Continuing Harm and Irreparable Injury**

61. Palm-Aire residents have consistently relied on the open space, low-density character, and development constraints that the MSA Covenant was adopted to secure. Those land-use features—such as separation between structures, traffic circulation, and recreational green space—are direct products of the cap and unit allocations fixed by the MSA. While individual owners may have learned of the recorded cap through different channels, the community as a whole has been planned, marketed, and maintained around its constraints, which remain essential to property values and residential quality of life.

62. Exceeding the cap will strain roads, utilities, and schools; overload drainage; and permanently convert rare open space to asphalt and structures—harms not compensable by post-hoc damages.<sup>15</sup>

63. In 2019, then-Vice Mayor Barry Moss—speaking as both an elected official and long-time Palm-Aire resident—publicly opposed a proposed 58-unit flex allocation for a residential development by Usman Palmaire, located at the southwestern corner of South Palm-Aire Drive and South Powerline Road. He warned that “to add any additional traffic is going to be a burden on the community” and described the project as “much too big... on a much too small of

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<sup>14</sup> Attached as Exhibit 10 are the Notes from the LENR Development plan narrative.

<sup>15</sup> These risks are no longer theoretical. In addition to the City’s ongoing flex allocations inside Palm-Aire, it recently approved a 4,000-unit project immediately adjacent to the community (known as “The Pomp”), compounding the strain on area roads, stormwater systems, and public school capacity. The MSA Covenant’s density cap remains a vital safeguard against cumulative regional overload, not just local parcel congestion.

a lot.” While courts generally defer to municipalities on land-use policy, the MSA Covenant at issue here is not a policy—it is a recorded, enforceable agreement expressly designed to prevent exactly this type of density-driven overload. The MSA allocated residential units parcel-by-parcel and required transportation infrastructure mitigation, reflecting the parties’ shared recognition that development beyond the capped 10,631 units would degrade roads, green space, and community integrity. Moss’s comments underscore that these concerns are not hypothetical—but anticipated, documented, and contractually regulated through the MSA (Ex. 7).

**D. Inadequacy of Legal Remedies**

64. There is no administrative forum or statutory appeal process for enforcing a recorded covenant running with the land. Plaintiffs do not seek to reverse any issued development order; rather, they challenge the City’s practice of allocating flex units in violation of a recorded, parcel-specific cap. Flex-unit approval is not part of a development order, it is a legal prerequisite to one.

65. The City’s own records confirm that site plan review and approval cannot proceed until flex units are granted, because all base units in Palm-Aire have already been allocated. Thus, Plaintiffs challenge the precise point at which the City purports to override the MSA Covenant, not any downstream action that would fall under Fla. Stat. § 163.3215. The request for declaratory and injunctive relief is therefore both ripe and outside the scope of any administrative remedy.<sup>16</sup> No administrative forum exists for enforcing a private restrictive covenant; and comprehensive plan appeals under Fla. Stat. § 163.3215, are inapplicable to this action because Plaintiffs do not seek to overturn any specific development order.

66. Under Fla. Stat. § 163.3194(1)(a)–(b) and City Code § 155.1301(C), all land

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<sup>16</sup> City staff confirmed that without flex units, “[t]he owner cannot do anything with the property” and site plan approval “will not be considered” until flex allocation occurs. See City Commission Minutes, File #19-716 (Usman Flex Approval Hearing).

development regulations—including flex unit mechanisms—must conform to the City’s Comprehensive Plan. Where a conflict exists, the Plan prevails. The current Plan incorporates the MSA Covenant and its 10,631-unit cap as a binding density limitation for Palm-Aire.

67. Although the City has initiated an amendment to eliminate the “dashed-line” overlay from the Future Land Use Map, that cartographic revision cannot extinguish or override a recorded restrictive covenant running with the land imposed by the MSA and its Exhibits..

68. Flex allocations that exceed the cap remain legally inoperative and ultra vires unless and until the MSA is lawfully amended with consent of all of its beneficiaries.

69. Florida law favors enforcement of restrictive covenants that preserve community character and protect green space, particularly when those covenants are publicly recorded and integrated into the Comprehensive Plan. Where City code mandates that the more restrictive provision governs, the MSA Covenant controls. Plaintiffs seek to uphold—not override—the hierarchy the law already provides. *See also In re Heatherwood Holdings, LLC*, 746 F.3d 1206, 1215–16 (11th Cir. 2014) (upholding enforceability of an implied covenant restricting use of golf-course land based on subdivision planning materials, plats, and homeowner reliance).

**E. Ripeness & Statutory Hierarchy**

70. The Court has already ruled that Plaintiffs possess both standing and ripeness to challenge the City’s flex unit practice because (a) allocations have been issued and relied upon by developers, (b) additional allocations are actively pending, and (c) the challenge presents a pure question of law. *See Order Granting in Part and Denying in Part Motion to Dismiss* (Apr. 29, 2025).

71. Even where physical construction has not commenced, the “substantial controversy” requirement for declaratory relief is satisfied when the government adopts a definitive legal position adverse to protected property interests. *Renard v. Dade County*, 261 So. 2d 832, 836 (Fla. 1972). Here, the City’s flex-unit allocation practice—treating the 10,631-unit

cap as unenforceable—presents a live, concrete dispute over the scope and continued effect of a recorded land-use covenant.

72. City Code § 155.200(A) and Broward County Administrative Code § 3.2(B)(4) establish a binding legal hierarchy for land development approvals: they must conform to (1) the Comprehensive Plan, and (2) any more restrictive recorded covenants.

73. The MSA Covenant meets both criteria. It is recorded in the public records as a restriction running with the land, and it is referenced in the City’s Comprehensive Plan as the basis for Palm-Aire’s 10,631-unit cap.

74. The City’s ongoing flex-unit allocations exceed that cap and therefore conflict with both controlling sources of law. While the City has initiated an amendment to remove the dashed-line overlay from the Future Land Use Map, that cartographic revision—if adopted—cannot eliminate the recorded covenant or alter its legal enforceability.<sup>17</sup>

**F. Public-Interest Alignment**

75. Enforcing the 10,631 unit covenant vindicates Florida’s strong public policy favoring predictability in land-use planning and the preservation of recreational open space. *Save Calusa Trust*, 193 So. 3d 910, 916.

76. The relief sought would not halt construction on any project that has already received a valid certificate of occupancy. It simply enjoins the City from issuing new flex-unit allocations that exceed or conflict with the MSA’s recorded limits—or from relying on pending comprehensive plan amendments to justify such allocations.

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<sup>17</sup> See Fla. Stat. § 163.3194(3)(a) (“shall not be deemed to abrogate private property rights”); see also, e.g., *Winn-Dixie Stores, Inc.*, 964 So. 2d at 67 (recorded covenants affecting land use are enforceable against successors with notice); *Maule Indus. v. Sheffield Steel Prods., Inc.*, 105 So. 2d 798, 801 (Fla. 3d DCA 1958) (real covenants enhance property and run with the land); *Renard*, 261 So. 2d at 835 (property owners may enforce land-use restrictions where their rights are directly impacted). *Cf. Save Calusa Trust*, 193 So. 3d at 916 (government-imposed zoning covenants cannot be extinguished by unilateral action or comprehensive plan change and remain enforceable despite MRTA).

77. The City is currently seeking State approval of a Future Land Use Plan amendment that would eliminate the “dashed-line” overlay identifying the Palm-Aire unit cap, replacing it with floating-density designations. The City’s submission of this amendment, in the midst of this litigation, underscores the need for judicial intervention to protect the enforceability of the MSA Covenant before that visual and regulatory anchor is erased.<sup>18</sup>

78. These equitable remedies align with the Comprehensive Plan as currently adopted and uphold recorded restrictions—not in opposition to municipal policy, but in defense of the City’s own long-standing land-use framework.

79. Judicial intervention is warranted to ensure that lawfully recorded density caps remain enforceable and are not nullified through ad hoc administrative exceptions or mid-litigation map revisions.

**G. Successor Enforcement**

80. Florida courts recognize that recorded real property covenants may be enforced by successors whose land the covenant was designed to protect. See *Winn-Dixie Stores, Inc.*, 964 So. 2d at 267–68; *Save Calusa Trust*, 193 So. 3d at 916.

- a. **Intent to Run with the Land.** Section IX of the MSA explicitly provides that the 10,631-unit cap “shall run with the land and bind the parties hereto, their successors and assigns,” satisfying the first *Winn-Dixie* factor.
- b. **Touches and Concerns the Land.** The MSA Covenant restricts land use by fixing maximum residential density and allocating units among specific subareas. It directly affects infrastructure burden, open space preservation, and land value—core land-use functions that meet the second factor.
- c. **Privity of Estate.** Horizontal privity existed because the MSA was executed in connection with the City’s grant of land-use entitlements and the developer’s acceptance of binding limits—a mutual conveyance of property interests. Vertical privity exists because both Plaintiffs and Developer Defendants trace title through the original covenanting party, and the Covenant is recorded in the

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<sup>18</sup> See LUPA Application (April 2025), City of Pompano Beach, on file; correspondence from City Planner Jean Dolan re: LUPA to remove Dashed Line land use category at <https://www.pompanobeachfl.gov/government/development-services/planning-and-zoning/palm-aire-land-use-plan-amendment> (Feb. 2025).

public land records. *See Winn-Dixie*, 964 So. 2d at 268 (vertical privity satisfied where successor acquired property “subject to” prior recorded restrictions, even without verbatim recital).

81. Plaintiffs and the Resident Class, as record owners of units within the burdened and benefited parcels, fall squarely within the category of successors authorized to enforce real covenants under Florida law. That enforcement right does not depend on being expressly named in a later amendment, so long as the covenant was recorded, intended to run with the land, and designed to protect the integrity of the community over time.

**COUNT 1**

(Declaratory Judgment)

82. Plaintiffs reallege the above allegations in paragraphs 1 through 81.

83. A present, substantial, and justiciable controversy exists as to whether the City may allocate flex units within Palm-Aire in excess of the 10,631-unit cap established by the MSA, or rely on proposed or adopted Comprehensive Plan amendments to override, bypass, or alter the enforceability of the 10,631-unit covenant or its parcel-specific allocations.

84. As the City has approved flex unit allocations in contravention of the MSA, there is an actual and present practical need for a declaration.

85. The declaration deals with a present and ascertained set of facts.

86. The rights of the Resident Class are dependent upon the facts and the law applicable to the facts.

87. The City and the Developer Defendants have actual, present, adverse and antagonistic interests in the subject matter of the declaration.

88. The antagonistic and adverse interests are all before the court.

89. All parties’ substantial interests will be affected by the declaration sought.

90. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity.

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully request that the Court:

- a. Certify this matter as a class action on behalf of the Resident Class;
- b. Declare that the MSA's 10,631-unit cap and parcel allocations remain valid covenants running with the land and prevail over inconsistent flex-unit ordinances or changes to the Comprehensive Plan within Palm-Aire;
- c. Declare that any flex-unit allocation exceeding the cap is ultra vires and void;
- d. Declare that Developer Defendants' pending or issued flex approvals are null and void;
- e. Declare that any adopted or proposed Comprehensive Plan amendment—whether at the local or state level—cannot extinguish, override, or conflict with the recorded MSA Covenant unless and until the Covenant is lawfully amended by its beneficiaries under applicable real property law.
- f. Declare that the City cannot approve units in excess of the density limitation in the MSA.
- g. Issue temporary and permanent injunctions barring the City from approving, processing, or relying upon any flex-unit allocation, development order, or comprehensive plan amendment submission, interpretation, or implementation that would authorize residential density within Palm-Aire in excess of the 10,631 unit cap established by the MSA Covenant, unless and until that Covenant is lawfully amended through recorded instruments executed with the consent of all of its beneficiaries and in accordance with governing real property law;
- h. Enjoin the issuance of building permits or site plan approvals predicated on such invalid flex allocations or comprehensive plan amendments;
- i. Clarify that nothing in this injunction shall invalidate certificates of occupancy

lawfully issued before the date of final judgment;

j. Grant such other and further relief where appropriate, as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

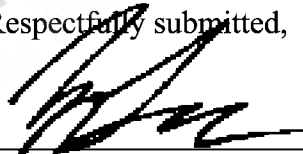
Plaintiffs demand a trial by jury on all issues so triable as of right.

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, a copy of the foregoing has been furnished to counsel or unrepresented parties on the attached Service List in accordance with Florida Rule of Judicial Administration 2.516(a), 2.516(b)(1), and Supreme Court of Florida Administrative Order No. AOSC13-49 through utilization of the Florida Court E-Filing Portal or in accordance with Florida Rule of Judicial Administration 2.516(b)(2) by email and/or U.S. Mail and/or hand delivery as further designated on the Service List.

Dated: May 27, 2025

Respectfully submitted,



---

ERIC LEE (Bar No. 961299)  
lee@leeamlaw.com  
Lee & Amtzis, P.L.  
5550 Glades Rd., Suite 401  
Boca Raton, FL 33431  
Telephone: (561) 981-9988

**Attorneys for Plaintiffs  
Palm-Aire Country Club  
Condominium Association No. 8, Inc.,  
Samuel Switzenbaum, and  
Christian Panagakos**

**SERVICE LIST**

**Counsel for Defendant  
City of Pompano Beach**

Jamie Cole, Esq.  
jcole@wsh-law.com  
msaraff@wsh-law.com  
Daniel L. Abbott, Esq.  
dabbott@wsh-law.com  
pgrotto@wsh-law.com  
Weiss Serota, et al.  
200 E. Broward Blvd., Ste. 1900  
Ft. Lauderdale, FL 33301

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**EXHIBIT 1**

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STIPULATION, SETTLEMENT and  
MASTER PLAN AGREEMENT  
FOR PALM-AIRE

In consideration of the mutual promises herein contained and in order to resolve and settle all pending litigation between the parties as is more particularly described in Exhibit "A" attached hereto, the City of Pompano Beach, a municipal corporation of the State of Florida, ("City") and FPA Corporation, a Delaware corporation authorized to do business in the State of Florida, ("FPA"), its successors and assigns, agree as follows:

Section 1. Preamble and Intent of the Parties.

- 1.1 Palm-Aire is a residential and recreation development consisting of approximately 1,750 acres located within the City of Pompano Beach, Florida, as more particularly described on the Pompano Beach Land Use Plan Map as being circumscribed with dotted lines with a maximum density of 7 dwelling units per acre. FPA is the developer of Palm-Aire.
- 1.2 The maximum number of residential dwelling units permitted to be developed within Palm-Aire under the Broward County Land Use Plan and the City of Pompano Beach Land Use Plan is 10,631.
- 1.3 The City and FPA wish to enter into a Master Plan agreement to distribute the land uses and residential dwelling units within Palm-Aire in accordance with the requirements of the Broward County Land Use Plan, the Pompano Beach Land Use Plan and the requirements of the City's Zoning Code.

Section 2. Approval of Master Plan and Distribution of Dwelling Units.

FPA and the City agree that distribution of land uses within Palm-Aire shall be as provided in the "Palm-Aire Master Plan" attached as Exhibit "B". FPA and the City further agree that the distribution of dwelling units within Palm-Aire shall be as provided in the "Palm-Aire Unit Summary" attached as Exhibit "C", except as provided in Section 7 below. The City Planning Department shall verify the unit count contained in Exhibit "C" and any discrepancy shall be corrected.

Section 3. Update of Traffic Study. FPA agrees that within ninety (90) days of the execution of this Agreement, that FPA will provide the City with an update of the Palm-Aire Traffic Study performed by Rimley-Borne & Associates. FPA further agrees that it will provide the City with an update

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REC 12707 PAGE 605

29-61

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Return to: Richard G. Cohen, Jr., Esq.  
1107 S.E. 4 Ave.  
Ft. Lauderdale, FL 33316

of this traffic study on an annual basis to be performed by an independent traffic engineer acceptable to the City beginning one year from the date of this Agreement and ending when the last site plan completing all development within Palm-Aire has been approved by the City.

Section 4. Transportation Improvements within Palm-Aire. FPA and the City recognize that future development within Palm-Aire may result in the need for additional transportation improvements within Palm-Aire. FPA recognizes that, as the developer of Palm-Aire, FPA is responsible for the development of an internal transportation system sufficient to accommodate all growth within Palm-Aire regardless of the ultimate ownership of the individual parcels within Palm-Aire. Accordingly, FPA agrees to be responsible for the installation of all transportation related improvements indicated to be needed by the Palm-Aire traffic study as updated as provided in Section 3 above, or as determined to be needed by mutual agreement between FPA and the City.

Section 5. Drainage Plan. The City recognizes that FPA has planned and arranged the recreational land within Palm-Aire in such a manner as to provide for the drainage requirements of the residential land and the arrangement of these drainage facilities is unique to Palm-Aire. Accordingly, in recognition of the drainage plan for Palm-Aire, the City agrees that a proper use of the golf courses within Palm-Aire is for the drainage and retention requirements of the residential areas and that this use is consistent with and does not alter the primary recreational use of the golf course and that the utilization of the golf course in this manner is consistent with the requirements of the R2-1 zoning district, subject, however, to the review and approval by the Planning and Zoning Board of all new drainage facilities except those drainage facilities associated with the development of Palm-Aire North Course Estates Section 4.

Section 6. Zoning Districts. All undeveloped residential property within Palm-Aire shall be developed consistent with the City's existing R2-1 zoning district unless application is made by FPA for a rezoning to another zoning district, and said application is approved by the City. Notwithstanding the above, the residential density within Palm-Aire shall be controlled by the effective land use plan and this Agreement. The City agrees that all existing densities within Palm-Aire were developed in conformance with the City's Land Use Plan and land development regulations in existence at the time of said development and are consistent with all applicable zoning and

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land development regulations, and, FPA agrees that the City may rezone developed areas within Palm-Aire to more closely reflect the existing uses and densities.

Section 7. Allocation and Reallocation of Remaining Units.

7.1 As Exhibit "C" indicates, there are 326 permitted dwelling units that are unallocated to a specific parcel within Palm-Aire. The parties agree that the remaining unallocated dwelling units may be utilized by FPA to increase the density on any residential parcel which is subject to this Agreement over and above the density otherwise provided for in this Agreement, subject to the approval by the City of a site plan which includes the increased density and subject to the payment of any additional impact fees that may be required by Broward County.

7.2 The parties further agree that if FPA constructs less than the number of units permitted on any parcel as depicted on Exhibit "C", the unbuild dwelling units shall be added to the number of remaining dwelling units provided for in 7.1 above, and shall be allocated as provided in Section 7.1 above.

7.3 It is acknowledged that City approval is a condition precedent to any change in land use density from those densities provided in Exhibit "C".

Section 8. Agreement as Order of the Court. The parties agree to submit to the appropriate courts, this Stipulation, Settlement and Master Plan Agreement for approval and adoption into a final order which shall be binding and enforceable as against the parties.

Section 9. Recordation. This Agreement shall be recorded in the Public Records of Broward County, Florida and the terms of this Agreement shall be a covenant running with the land, and shall be binding as to all successors in interest to FPA.

Vernadette Davis  
Sharon Kuebler

CITY OF FORT LAUDERDALE  
By: [Signature]  
Mayor

By: [Signature]  
City Manager

Attest: [Signature]  
City Clerk

REC 12707 PAGE 607

STATE OF FLORIDA )

COUNTY OF DEWEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared E. PAUL LARSEN, JAMES E. SHARPE and SAUNDERS D. ROSE of the City of Pompano Beach, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 27<sup>th</sup> day of July, 1985.

[Signature]  
Notary Public

My commission expires:

MAY 23 1987

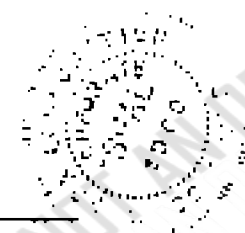
PUBLIC

FPA CORPORATION

[Signature]

By: [Signature]  
President

Attest: [Signature]  
Assistant Secretary



STATE OF FLORIDA )

COUNTY OF SPOLARCO )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared THOR ANNE and DOUGLAS MILLER, of FPA Corporation, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July, 1985.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 8 1988  
CONTACT THRU GEE TEL. 688-8888

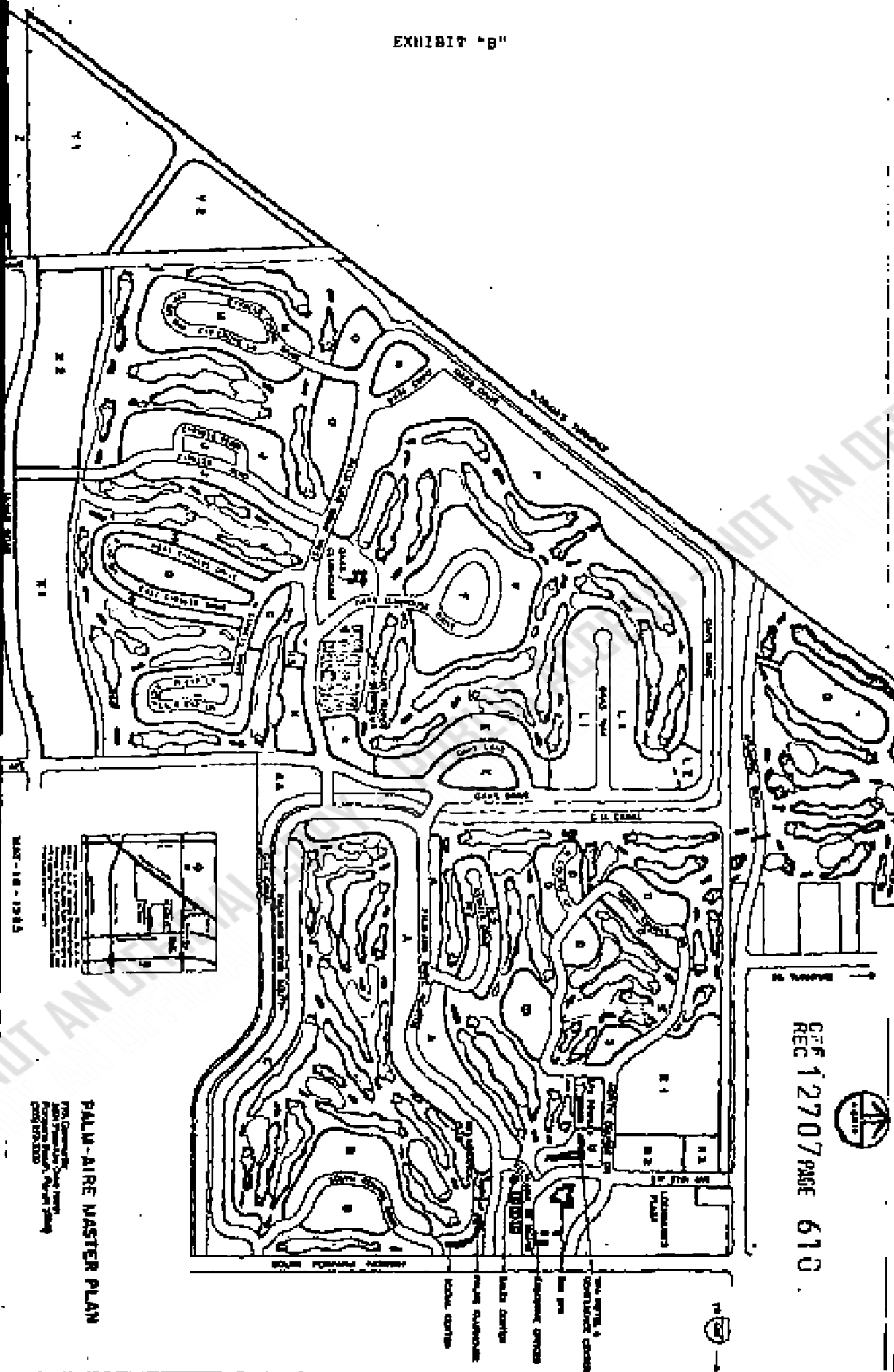
REF 12707 PAGE 605

EXHIBIT "A"

1. FFA Corporation, a Delaware Corporation v. City of Pompano Beach, Florida, et al., Case No. 85-6454, United States District Court, Southern District of Florida.
  
2. FFA Corporation, Oxford Development Enterprises, Inc., Fala Aire/Oxford Associates, Limited, a Maryland Limited Partnership by and through its General Partner, Oxford Equities Corporation, and Oxford Construction Services, Inc. v. City of Pompano Beach, Florida, R.F. Elmquist and Eugen Guydosig, Case No. 85-13807 CA, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

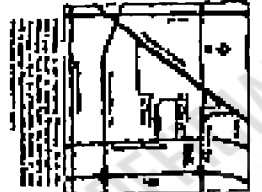
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EXHIBIT "B"



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**PALM-AIRE MASTER PLAN**  
 THE COURSE AND FACILITIES  
 ARE DESCRIBED IN THE  
 PLAN SHEETS

- 1. THE SITE'S SOUTHWEST CORNER
- 2. THE SITE'S SOUTHWEST CORNER
- 3. THE SITE'S SOUTHWEST CORNER
- 4. THE SITE'S SOUTHWEST CORNER
- 5. THE SITE'S SOUTHWEST CORNER
- 6. THE SITE'S SOUTHWEST CORNER
- 7. THE SITE'S SOUTHWEST CORNER
- 8. THE SITE'S SOUTHWEST CORNER
- 9. THE SITE'S SOUTHWEST CORNER
- 10. THE SITE'S SOUTHWEST CORNER
- 11. THE SITE'S SOUTHWEST CORNER
- 12. THE SITE'S SOUTHWEST CORNER

**EXHIBIT "C"**

**Palm-Aire Unit Summary  
(Parcels Keyed to Master Plan)**

Parcel		Units	
		Built	Unbuilt
A-G,I,J,K	Condo Associations 1-10	4,484	
H-1	Cypress Estates #1	36	
H-2	Palm-Aire Estates	26	
H-3	Cypress Estates #2	3	
L-1	Condo Association #11 (Oak Cree. Est. #2)	597	
L-2	Oaks Course Estates #2 (PB 104/44)	-	131
M	Condo Association #12	331	
N	Condo Association #14	72	
O	Palm Aire Cypress Course Est. #3 (PB 108/48)	-	400
P	Palm Aire Dunes Course Est. #3 (PB 108/3)	-	1182
Q	Palm Aire North Course Est. #4 (PB 122/21)	-	259*
R-1	Palm-Aire North Course Est. #3 (PB 114/39)	-	288
R-2	Palm-Aire North Course Est. #3 (PB 114/39) (250 Lifecare units x 1/2)	125	
R-3	Commercial Parcel (PB 114/39)		
S	Condo Association #52	119	
T	Condo Association #53	100	
U	Spa Hotel (178 rooms x 1/2)	89	
V	Renaissance Club	18	
X-1	Palm-Aire Cypress Course Est. #4 (PB 118/36)	60	451
X-2	Palm-Aire Cypress Course Est. #4 (PB 118/36)	-	417
Y-1	Palm-Aire Cypress Course Est. #5 (PB 115/12)	380	159
Y-2	Palm-Aire Cypress Course Est. #5 (PB 115/12)	-	384
Z	Palm-Aire Cypress Course Est. #7 (PB 123/35)	-	104
AA	Palm-Aire Cypress Course Est. #6	-	100
		<b>6,420</b>	<b>3,875</b>
Total Units Allocated (built and unbuilt)		10,295	
Total Units Permitted by Land Use Plan		10,631	
Remaining Unallocated Units		336	

\* Reduction from 298 subject to issuance of building permit to Oxford Development Enterprises, Inc., or its related entity, the only condition precedent to which is compliance of existing building plans revised to show reduced density and agreed upon security and access modifications, and compliance with the South Florida Building Code as provided in the settlement agreement between the parties in PBA Corporation, et al. v. City of Pompano Beach, et al., Case No. 85-13807 CG, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

OFF 12707 PAGE 611

**EXHIBIT 2**

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The signature property and return to:

Debbie M. Grubbs, Esq.  
Grubbs Young, P.A.  
4912 Las Olas Blvd., Suite 2000  
Fort Lauderdale, FL 33301

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS**

This Amendment to Declaration of Restrictive Covenants ("Amendment") is executed this 26<sup>th</sup> day of July, 2013, by PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 2640 Palm Aire Drive North, Pompano Beach, FL 33069, referred to herein as "Owner."

WHEREAS, Owner entered into that certain Declaration of Restrictive Covenants dated July 8, 2010, recorded at Official Records Book 47427, Page 1280, of the Public Records of Broward County, Florida (the "Declaration"), related to the property known as "North Palm Aire Property" more particularly described on Exhibit "A" attached hereto, and

WHEREAS, Owner represents that it is the owner of the property described on Exhibit "A;" and

WHEREAS, the Declaration became effective pursuant to its terms upon recertification by the Broward County Planning Council of the Comprehensive Plan of the City of Pompano Beach, as amended, which occurred on October 28, 2010; and

WHEREAS, Owner and the City of Pompano Beach (the "City") desire to modify the Declaration as more particularly set forth herein; and

WHEREAS, pursuant to the terms of the Declaration, the Declaration may be modified or amended only with the consent of the City Commission of the City of Pompano Beach ; and

WHEREAS, City has considered and consented to this Amendment as evidenced by its execution of the page entitled "Consent" of this Amendment.

NOW, THEREFORE, the undersigned agrees and covenants to the following:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 2 of the Declaration, "Park Dedication," is deleted in its entirety, including all subparagraphs and subsections thereof, and replaced by the following:

Park Dedication. The Owner will dedicate to the City the Park Property, as defined in and required by that certain Tri Party Agreement entered into

by and between the City, the Owner and Summit Western Development, Inc. dated \_\_\_\_\_, a copy of which Tri Party Agreement is available in the office of the City Clerk of the City of Pompano Beach. The Park Property as defined in the Tri Party Agreement includes the 10 +/- acre "Public Park" described on Exhibit C to the original Declaration, together with certain additional dedication land described in Exhibit A-2 to the Tri Party Agreement.

3. All terms and conditions of the Declaration shall remain in full force and effect, except to the extent modified by this Amendment.

4. Severability If any court of competent jurisdiction shall declare any section, paragraph or part hereof 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.

IN WITNESS WHEREOF, the Owner has executed this Amendment to Declaration of Restricted Covenants on the date first set forth above.

Signed, sealed and delivered in the presence of:

WITNESSES:

Margaret L. Corwin  
Print Name: Margaret L. Corwin

Dennis Lynch  
Print Name: Dennis Lynch

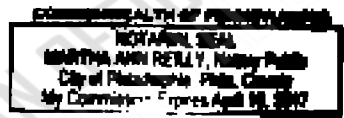
STATE OF Fla.  
COUNTY OF Philade'lphia

PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP

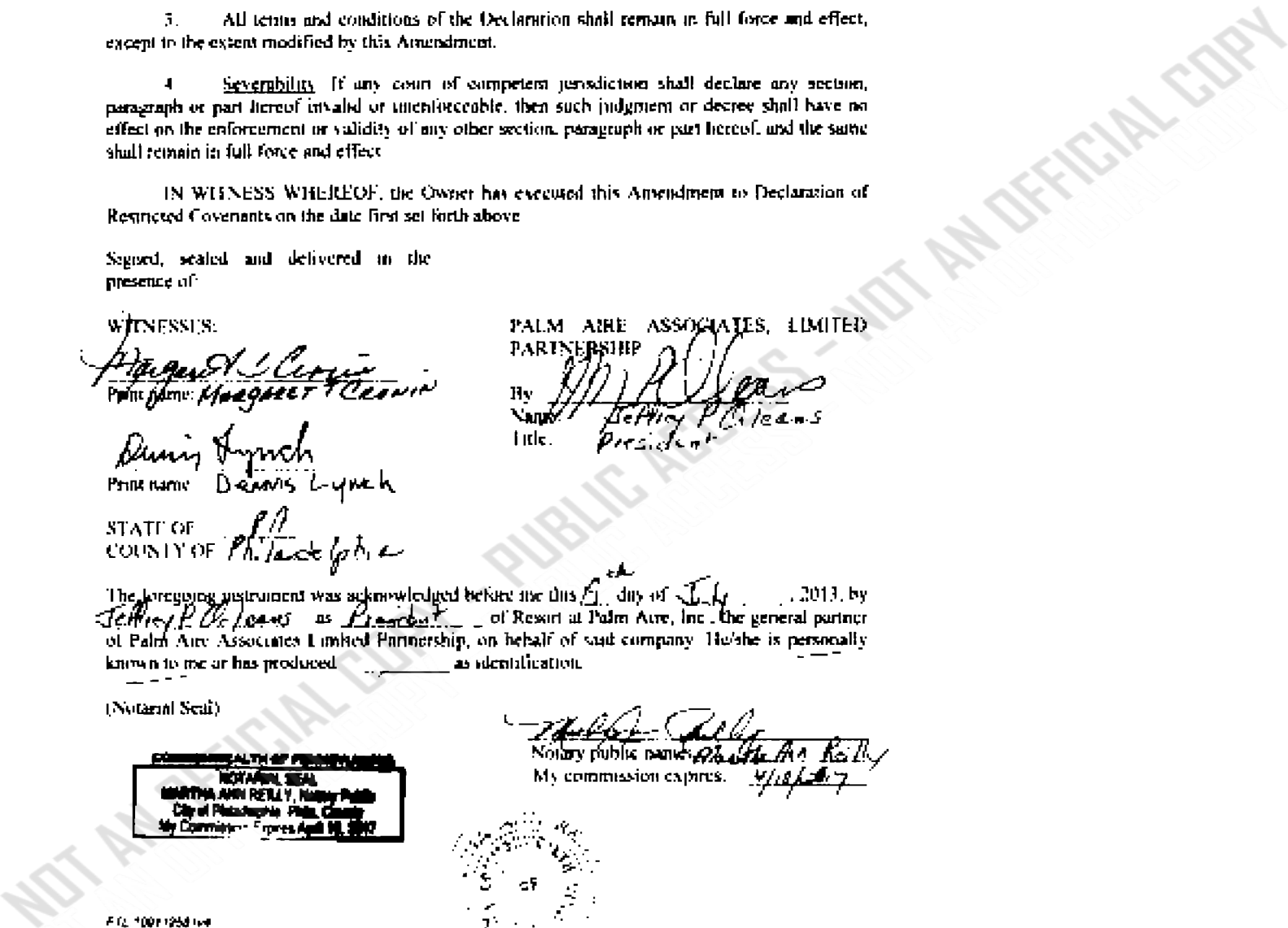
By Jerry P. Gleason  
Name: Jerry P. Gleason  
Title: President

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2013, by Jerry P. Gleason as President of Resort at Palm Aire, Inc. the general partner of Palm Aire Associates Limited Partnership, on behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



Martha Ann Reilly  
Notary public name: Martha Ann Reilly  
My commission expires: 4/8/17



**CONSENT**

WITNESSES:

CITY OF POMPANO BEACH, FLORIDA

\_\_\_\_\_  
Print name

By SEE PAGE 3-A ATTACHED  
Name:  
Title:

\_\_\_\_\_  
Print name:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of the CITY OF POMPANO BEACH, FLORIDA, He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

Notary public name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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"CITY":

Witnesses:

Betty J. Moses  
Signature

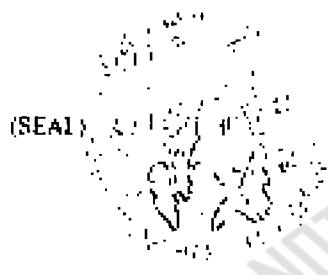
CITY OF POMPANO BEACH

By: Lamar Fisher  
LAMAR FISHER  
MAYOR

Shelley R. Bartholomew  
Signature

By: Dennis W. Beach  
DENNIS W. BEACH,  
CITY MANAGER

Attest:  
Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK



Approved As To Form:  
Gordon B. Linn  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2013 by LAMAR FISHER, as Mayor; DENNIS W. BEACH as City Manager and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me

NOTARY'S SEAL:

Kristal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA

Kristal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



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DATE: 01/22/2013 11:14:53 AM BY: J. J. JONES

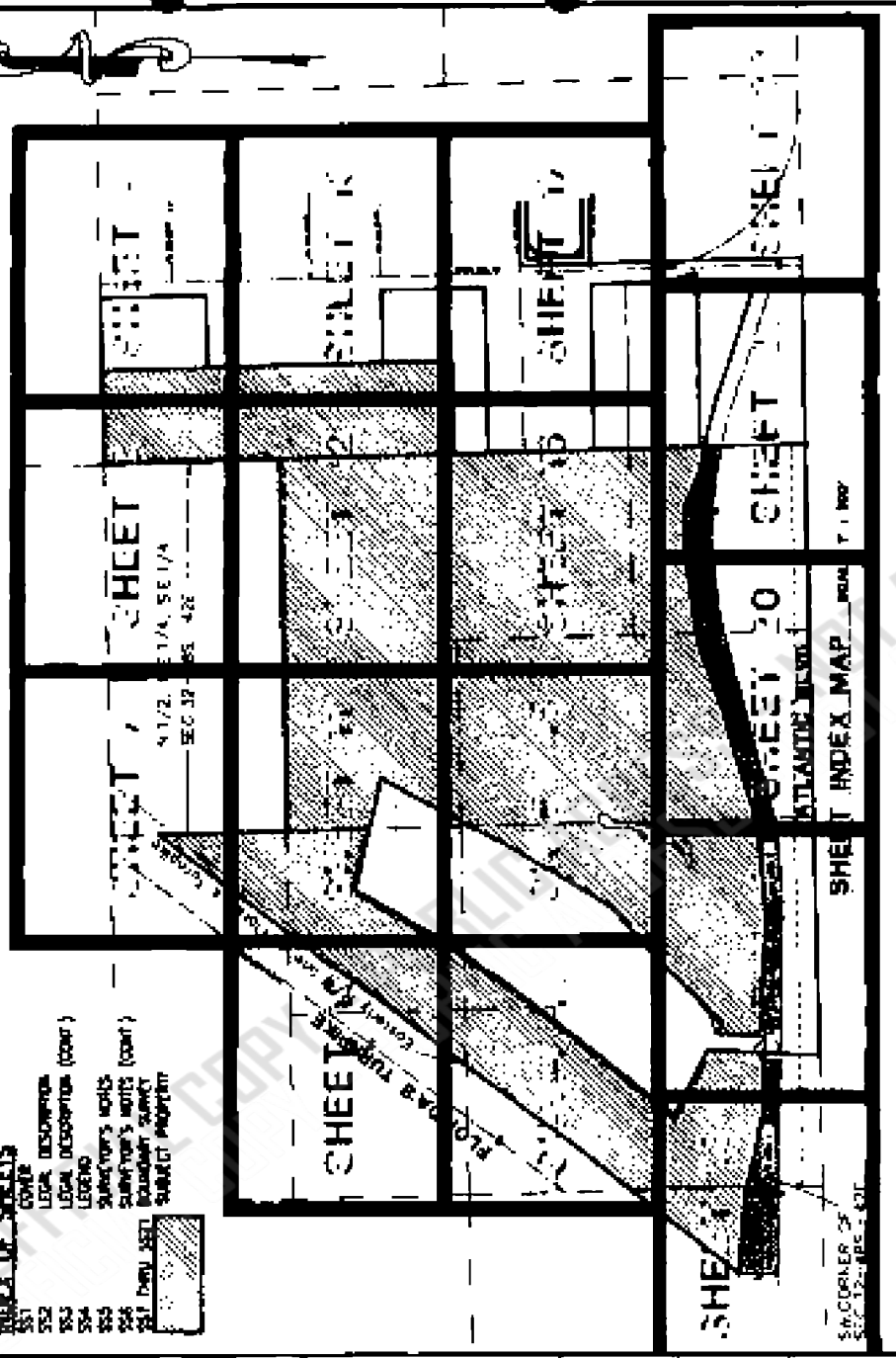
# EXHIBIT A

## PALM AIRE - GOLF COURSE

AREA CALCULATIONS

1/4 ACRES	1.045 ACRES
1/8 ACRES	3.825 ACRES
TOTAL 1/4 ACRES	1.045 ACRES
TOTAL 1/8 ACRES	3.825 ACRES
TOTAL 1/4 & 1/8 ACRES	4.870 ACRES

- INDEX OF SHEETS**
- 331 CORNER
  - 332 LEGAL DESCRIPTION (CONT)
  - 333 LEGAL DESCRIPTION (CONT)
  - 334 LEGEND
  - 335 SURVEYOR'S NOTES
  - 336 SURVEYOR'S NOTES (CONT)
  - 337 BOUNDARY SURVEY
  - 338 SUBJECT PROPERTY



DATE	01/22/2013
PROJECT	13-58212
SCALE	AS SHOWN
BY	J. J. JONES

### BOUNDARY SURVEY

SHEET NO.	1
TOTAL SHEETS	22

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# EXHIBIT A

## LAND DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST ATLANTIC BOULEVARD, A 124.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 88130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.80 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.83 FEET; THENCE NORTH 87°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 140.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 78°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.62 FEET; THENCE SOUTH 69°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'06" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°39'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 448.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.51 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.49 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 590.60 FEET; THENCE NORTH 30°51'09" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.20 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 549.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.09 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 29°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 57°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 58°34'48" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 266.57 FEET; THENCE SOUTH 02°32'02" WEST, 173.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 48°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 88130-2504, SHEET 1 OF 18; THENCE

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	<b>BOUNDARY SURVEY</b>	DATE	11/11/2017	PAGE	2 of 22
		DRAWN BY	CS-24-13		

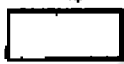


# EXHIBIT A

## LEGEND:

- 31-48-42 SECTION-TOWNSHIP-RANGE
- AKA ALSO KNOWN AS
- ALUM ALUMINUM
- ASSOC ASSOCIATES
- B.C.A. BROWARD COUNTY RECORDS
- B.L.C. BUILDING
- C CENTERLINE
- CBS CONCRETE BLOCK
- DGA CALVIN GORDON & ASSOCIATES
- ELF CHAIN LINK FENCE
- CR CONCRETE MONUMENT
- CONC CONCRETE
- (C) CALCULATED
- DB DEED BOOK
- Δ CENTRAL (DELTA) ANGLE
- (D) DEED DESCRIPTION
- EL ELEVATION
- FND FOUND
- FT FEET
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- FF FINISHED FLOOR
- SI IDENTIFICATION
- INT INTERSECTION
- INCH INCH
- IP IRON PIPE
- IR IRON ROD
- IR&C IRON ROD AND CAP
- L LIGHT
- L.B. LICENSED BUSINESS
- L.W. LAKE WATER
- L.E. LANDSCAPE EASEMENT
- MON MONUMENT
- N/A NOT APPLICABLE
- N.E.A. NOT TO SCALE
- OWN OVERHEAD WIRES
- O.R.B. OPTIONAL RECORD BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.P. PILE
- P.B. PLAT BOOK
- P.L.S. PUBLIC LAND SURVEYOR
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.O.A. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- R RAILS
- R/W RIGHT-OF-WAY
- RANGE RANGE
- R.L.S. REGISTERED LAND SURVEYOR
- SECTION SECTION
- SQ. SQUARE
- T.O.B. TOP OF BANK
- T.RACT TRACT
- TOWNSHIP TOWNSHIP
- TYPICAL TYPICAL
- W/W WITH

- CALCULATED AREA OF RIGHT-OF-WAY FRONTAGE
- BOLLARD
- BRICK PAVED ROADWAY
- CABLE TELEVISION BOX
- DATCH BOX
- CONCRETE
- CONCRETE UTILITY POLE
- CURB RAILT
- WOOD POWER POLE
- DECORATIVE LIGHT POLE
- GROUND MANHOLE
- ELECTRICAL SERVICE OUTLET
- ELECTRIC MANHOLE
- MISCELLANEOUS SIGN
- FLORIDA POWER AND LIGHT CABINET
- GAS VALVE
- TOWN CORMY
- PERMANENT REFERENCE MONUMENT
- DISTING. ELEVATION
- HYDANT
- CITY ANCHOR
- IRRIGATION CONTROL VALVE
- MAIL BOX
- METAL POWER POLE W/LIGHT
- MAIL AND DISC
- MONITORING WELL
- SANITARY CLEAMONP
- TRAFFIC SIGNAL CABINET
- TRAFFIC SIGNAL MANHOLE
- WATER METER
- WATER VALVE
- WOOD POWER POLE W/LIGHT
- ALUMINUM FENCE
- NON-VISIBULAR ACCESS LINE
- 5' OWN LINE FENCE



SUBJECT PROPERTY

## BOUNDARY SURVEY

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# EXHIBIT A

## continued SURVEYOR'S NOTES:

- 23. E.P.L. EASEMENT PER O.R.B. 08611, PG.288, B.C.R. DOES NOT AFFECT SUBJECT PROPERTY AS IT PLOTS SOUTH OF ATLANTIC BLVD
- 24. IN REGARDS TO MAINTENANCE AND EASEMENT AGREEMENT PER O.U.B.23116, PG.473, B.C.R., SUBJECT PARCEL IS INCLUDED IN LOTS DESCRIBED IN EXHIBIT 'A', BUT EASEMENTS DESCRIBED IN THIS DOCUMENT DO NOT DIRECTLY AFFECT SUBJECT PARCELS
- 25. IN REFERENCE TO THE SUBORDINATION DOCUMENT PER O.P.B.23123, PG.976, B.C.R., THE SUBJECT PARCEL IS INCLUDED IN THE LAND ENCUMBERED BY THIS DOCUMENT, BUT AFFECTS THE EASEMENT AREA'S DEFINED IN O.U.B.23116, PG. 473, B.C.R. (SEE NOTE No.24)
- 26. IN EASEMENT AGREEMENT DESCRIBED IN O.U.B.32638, PG.1451, B.C.R., EXHIBIT 'A' CONTAINING THE LEGAL DESCRIPTION WAS NOT ATTACHED, AND UPON RESEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, LEGAL DESCRIPTION WAS NOT FOUND
- 27. THE MODIFICATION OF MAINTENANCE AND EASEMENT AGREEMENT PER O.U.B.30387, PG. 1157, B.C.R., MODIFIES AGREEMENT RECORDED IN O.U.B.23116, PG.473, B.C.R. (SEE NOTE No.24)

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		<b>BOUNDARY SURVEY</b>	<table border="1"> <tr> <td>DATE</td> <td>11/11/2025</td> </tr> <tr> <td>TIME</td> <td>10:25</td> </tr> <tr> <td>FILE</td> <td></td> </tr> <tr> <td>LOC</td> <td>24</td> </tr> </table>	DATE	11/11/2025	TIME	10:25	FILE		LOC	24	6 of 72
DATE	11/11/2025											
TIME	10:25											
FILE												
LOC	24											

PLANNING AND SURVEYING DIVISION, DEPARTMENT OF LAND MANAGEMENT, 1111 NE Oregon Street, Portland, Oregon 97232-3155

# EXHIBIT A



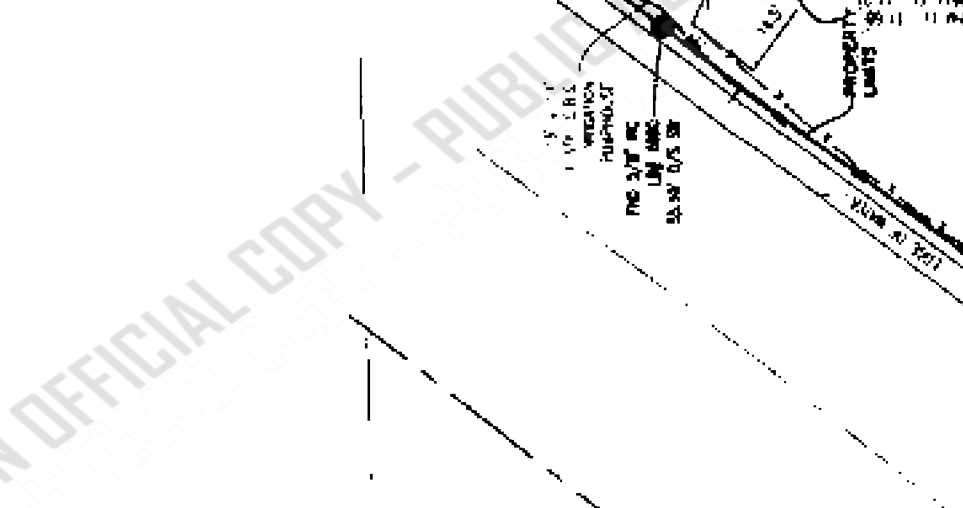
MATCHLINE - SEE SHEET B

MATCHLINE - SEE SHEET 11

## BOUNDARY SURVEY

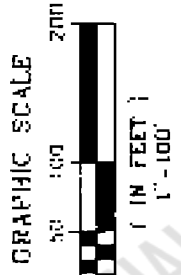
DATE	13 08/21/21	SHEET	7 of 22
BY	DAVID		
CB-24-13			

Certificate of Substantial 9%



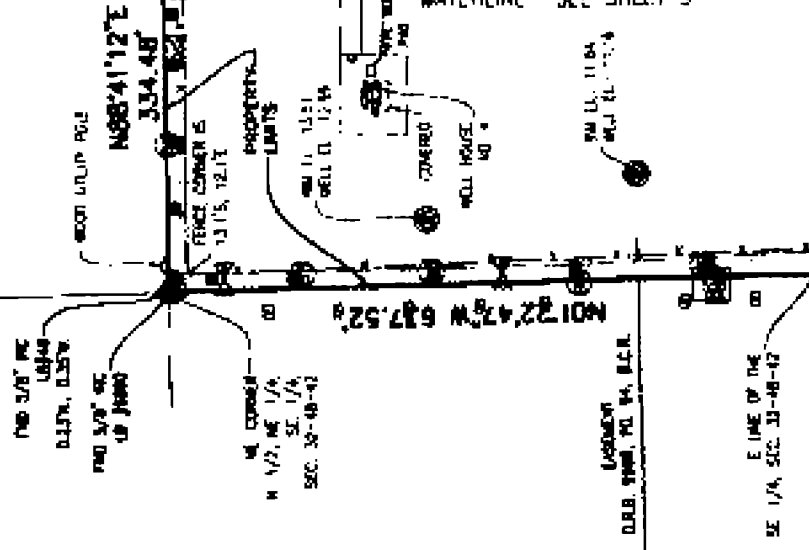
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# EXHIBIT A



MATCHLINE - SEE SHEET 7

MATCHLINE - SEE SHEET 9



INCLUDE A PORTION OF  
E 1/2, NE 1/4, SE 1/4  
SEC. 32-48-42

MATCHLINE - SEE SHEET 7

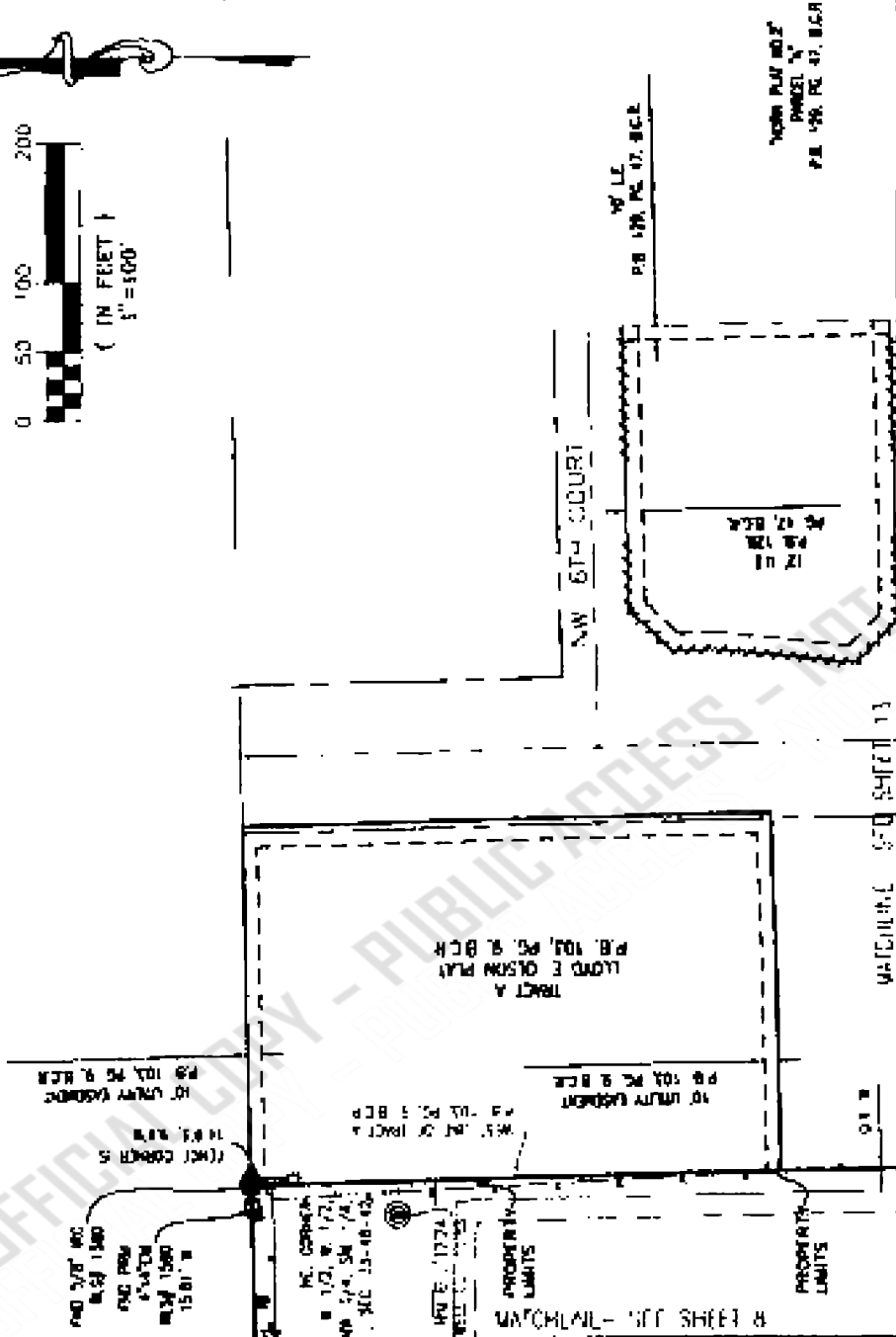
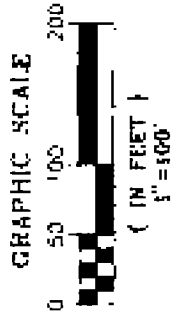
## BOUNDARY SURVEY

DATE	11/13/2012	SHEET	8 of 22
BY	AL. GARDNER		
SCALE	1" = 100'		
PROJECT	24-24-11		

Continuation of Instrument 2701

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# EXHIBIT A



"LOND PLAT" P.B. 103, PG. 8, B.C.R.  
"W 1/2" P.B. 103, PG. 8, B.C.R.

TRACT A  
LOND E OLSOM PLAT  
P.B. 103, PG. 8, B.C.R.

10 UNIT LOTS  
P.B. 103, PG. 8, B.C.R.

10 UNIT LOTS  
P.B. 103, PG. 8, B.C.R.

10 UNIT LOTS  
P.B. 103, PG. 8, B.C.R.

MC. CORNER  
N 1/2, W 1/2  
P.B. 103, PG. 8, B.C.R.

P.B. 103, PG. 8, B.C.R.

MATCHLINE - SEE SHEET 8

MATCHLINE - SEE SHEET 13

## BOUNDARY SURVEY

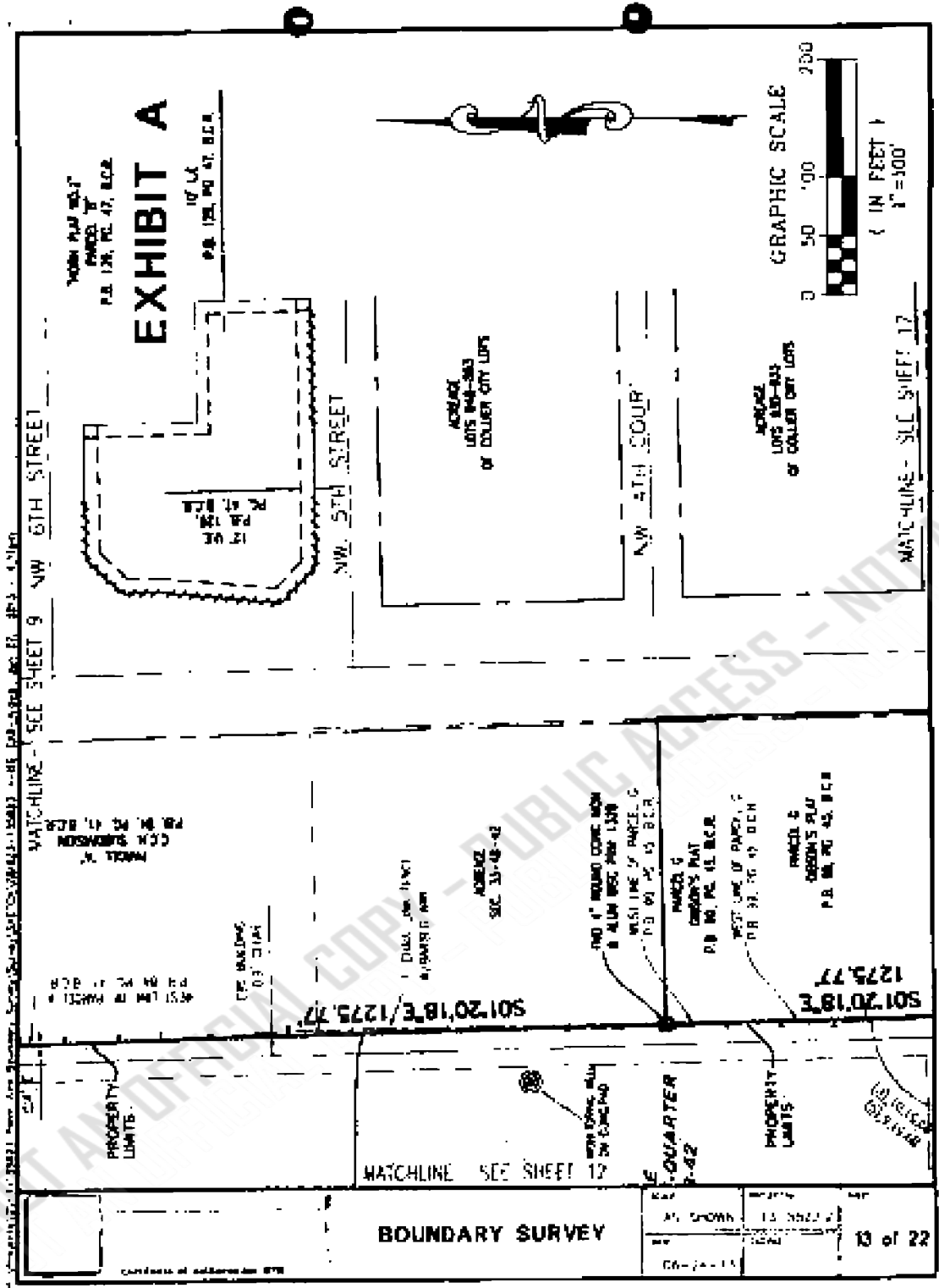
DATE	NO. OF SHEETS	SHEET NO.
06-24-11	11 SHEETS	9 of 22

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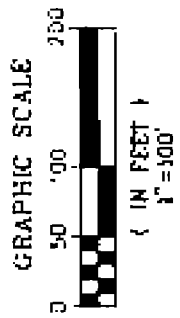






# EXHIBIT A

SECTION 33-43-42  
SECTION 34-43-42  
SECTION 35-43-42  
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SECTION 100-43-42



MATCHLINE - SEE SHEET 17

ADJACENT  
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OF COLLIER CITY LOTS

ADJACENT  
LOTS 143-142  
OF COLLIER CITY LOTS

NW 5TH STREET

NW 4TH COUR

NW 6TH STREET

MATCHLINE - SEE SHEET 9

S0120187E/1275.77

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MATCHLINE SEE SHEET 12

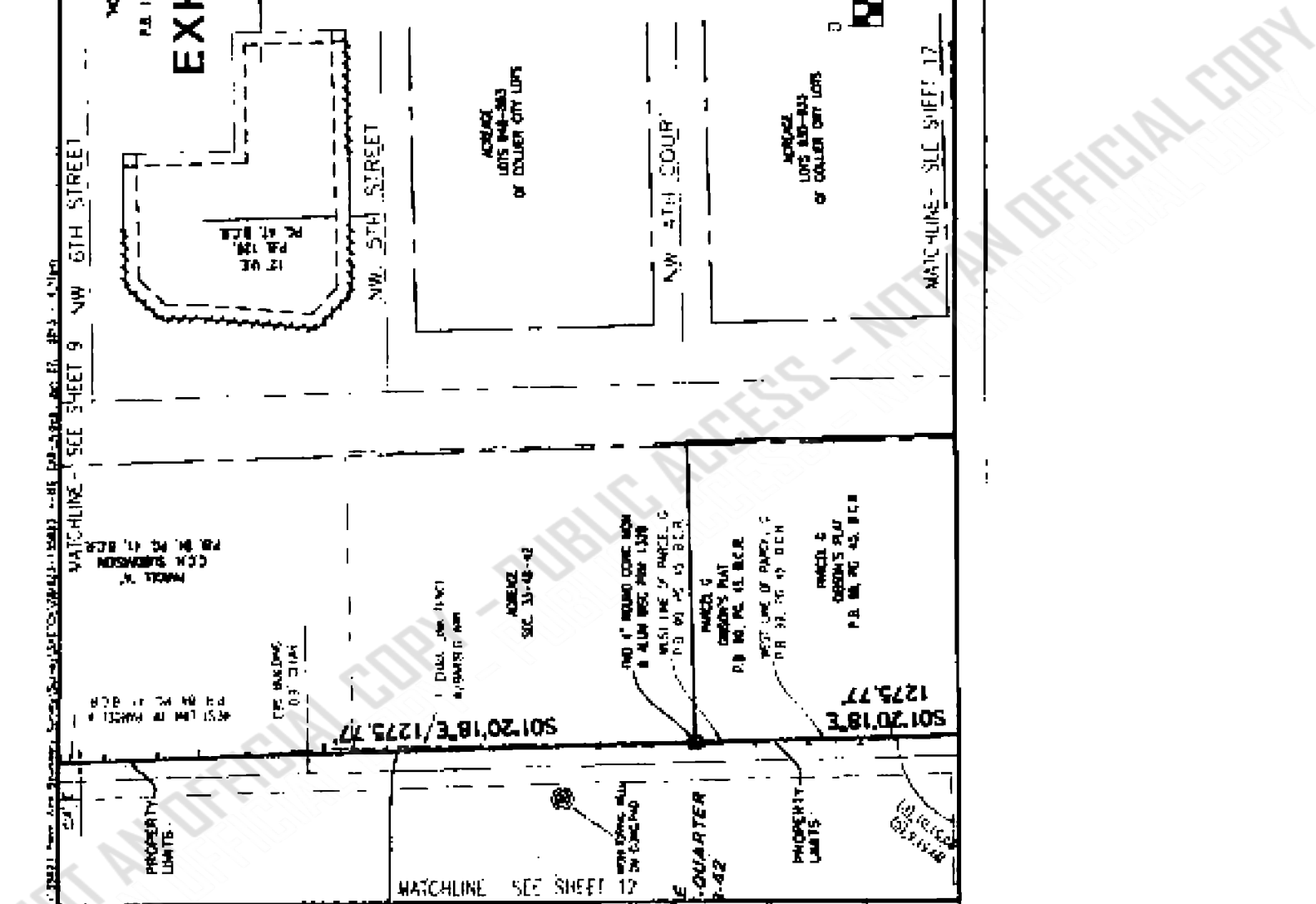
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PRIORITY  
LIMITS

## BOUNDARY SURVEY

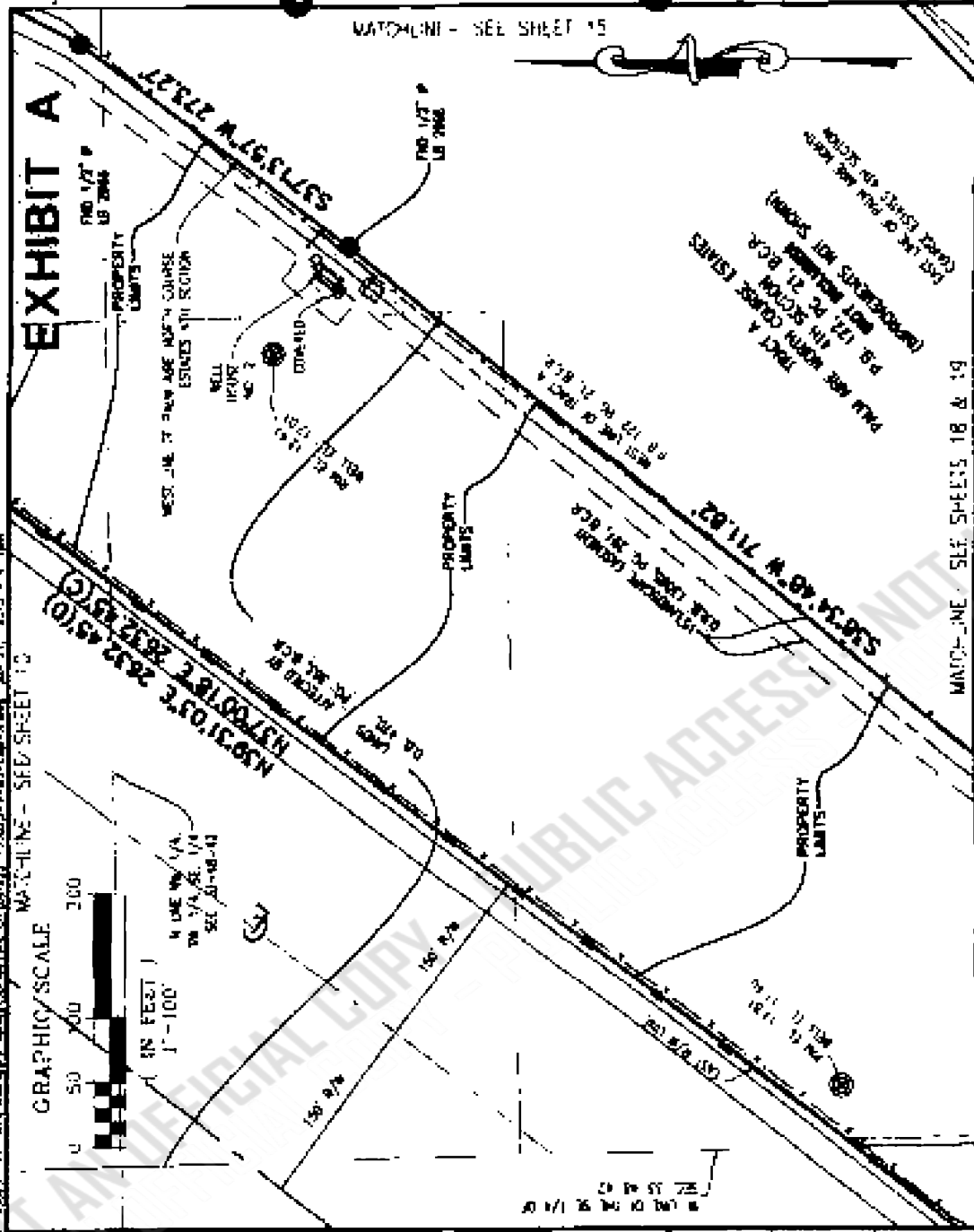
DATE	10-24-14
BY	13-2022
SCALE	1" = 100'
SHEET	13 of 22

Continued on subsequent sheets



MATCHLINE - SEE SHEET 15

# EXHIBIT A



N 1/4 SEC 1/4  
 SW 1/4 SEC 1/4  
 SEC 31-18-41

NS31°05'E 262.45(10)  
 N37°07'E 263.85(10)

## BOUNDARY SURVEY

DATE	BY	PROJECT NO.	SHEET
06 24 15	AG 54044	17 58252	14 of 22

See Exhibit of Attachments 476

MATCHLINE - SEE SHEETS 18 & 19

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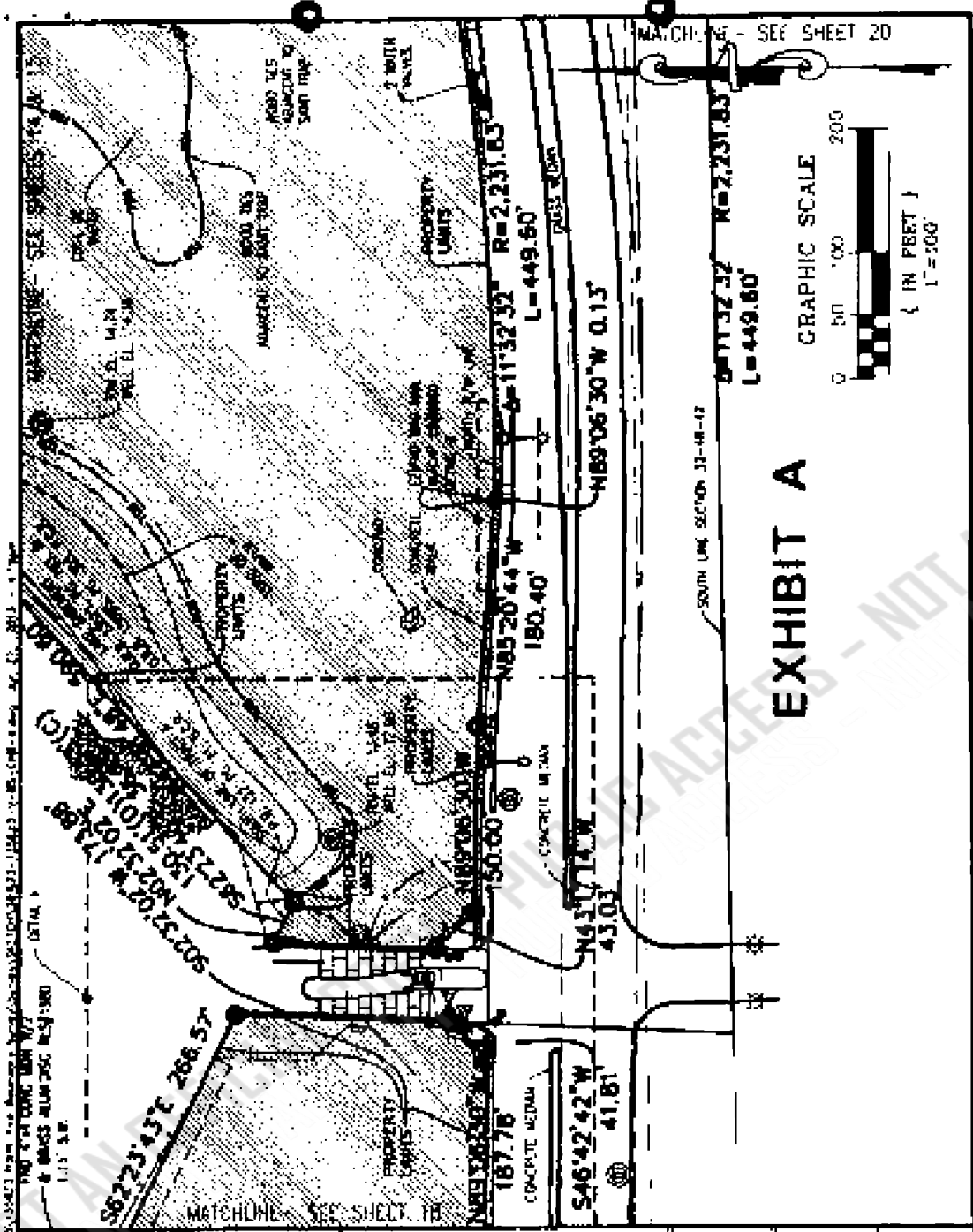
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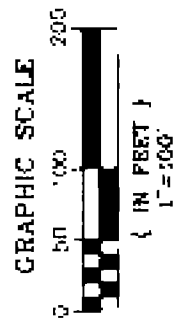




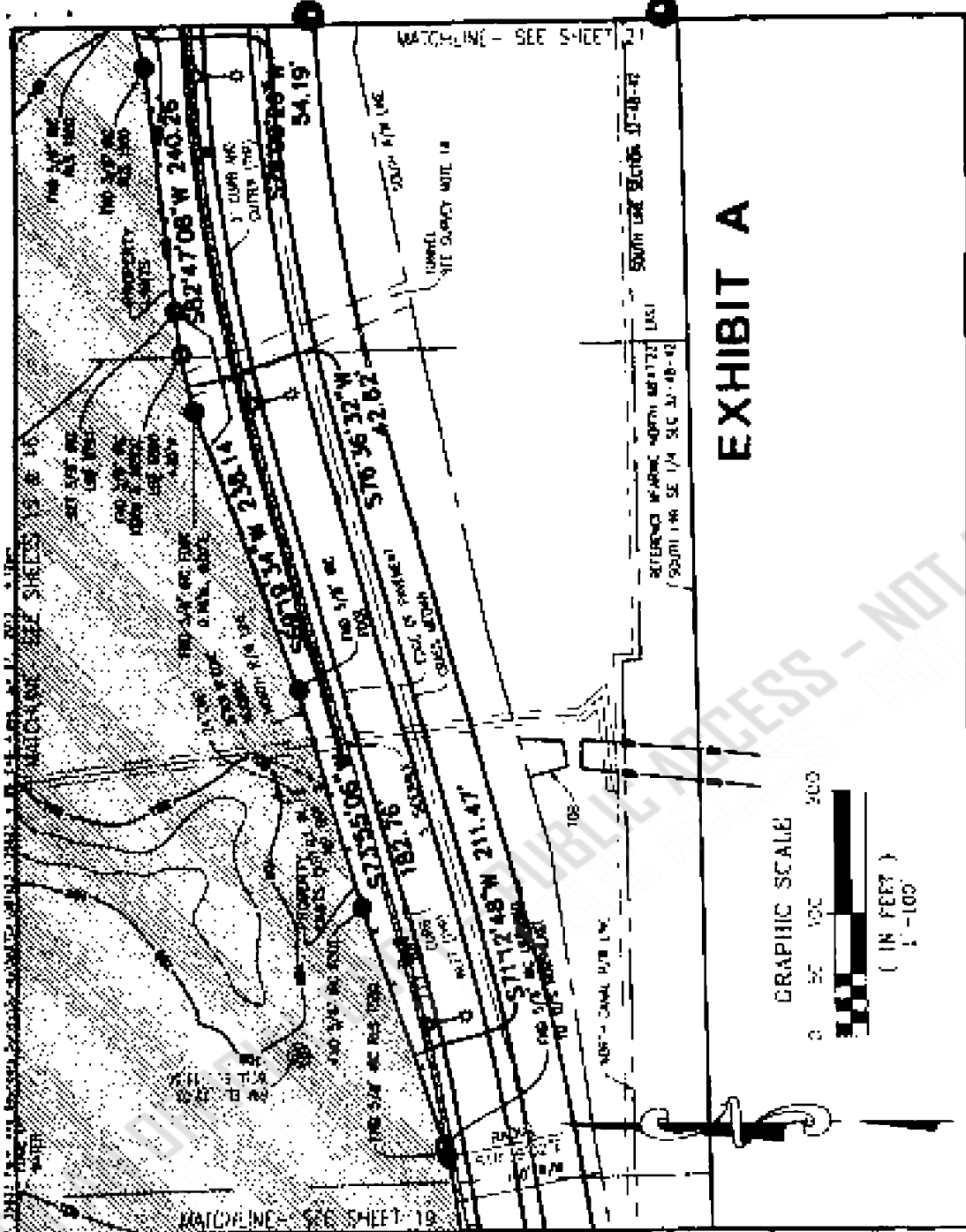




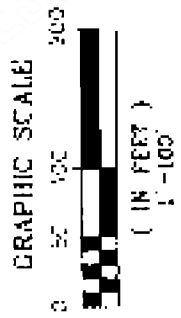
# EXHIBIT A



	Central Geomatics and Surveying, Inc. 1111 S.W. 11th St. Fort Lauderdale, FL 33315 Telephone: (954) 571-1111 Fax: (954) 571-1112 Website: www.centralgeomatics.com	<h2>BOUNDARY SURVEY</h2>	Date: 05/05/2015 Project: 151-001111 Client: CC-21-115	Sheet: 18 of 22	Date:
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**EXHIBIT A**

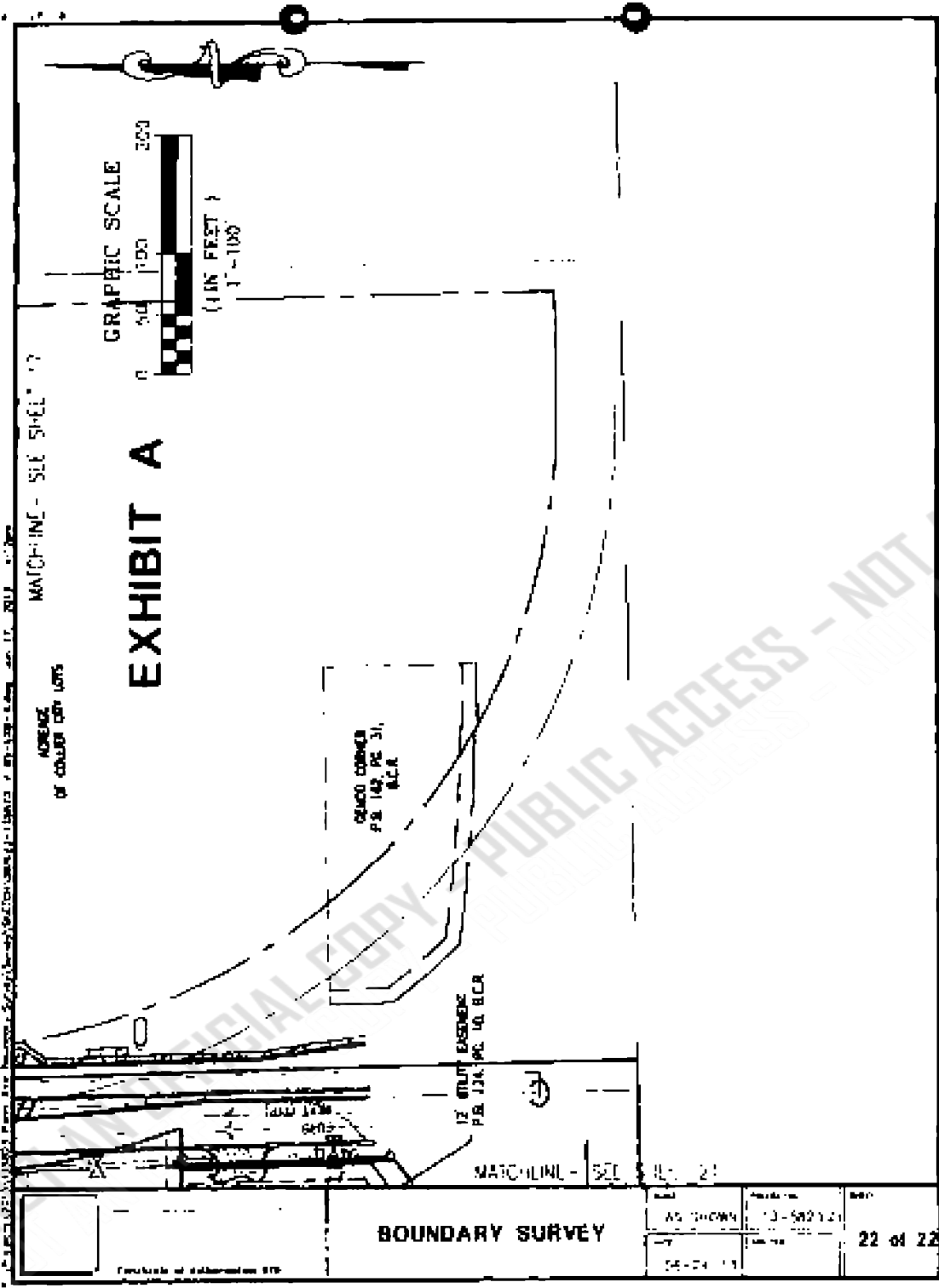


Surveyed and Platted by  
 [Name]  
 [Address]  
 [City, State, Zip]

**BOUNDARY SURVEY**

AC. SHOWN	13.58237
DATE	20-28-11
20 of 22	





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RESOLUTION NO. 2013-241

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSENT TO AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS MADE BY PALM AIRE ASSOCIATES LIMITED PARTNERSHIP; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Consent to Amendment to the Declaration of Restrictive Covenants made by Palm Aire Associates Limited Partnership, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

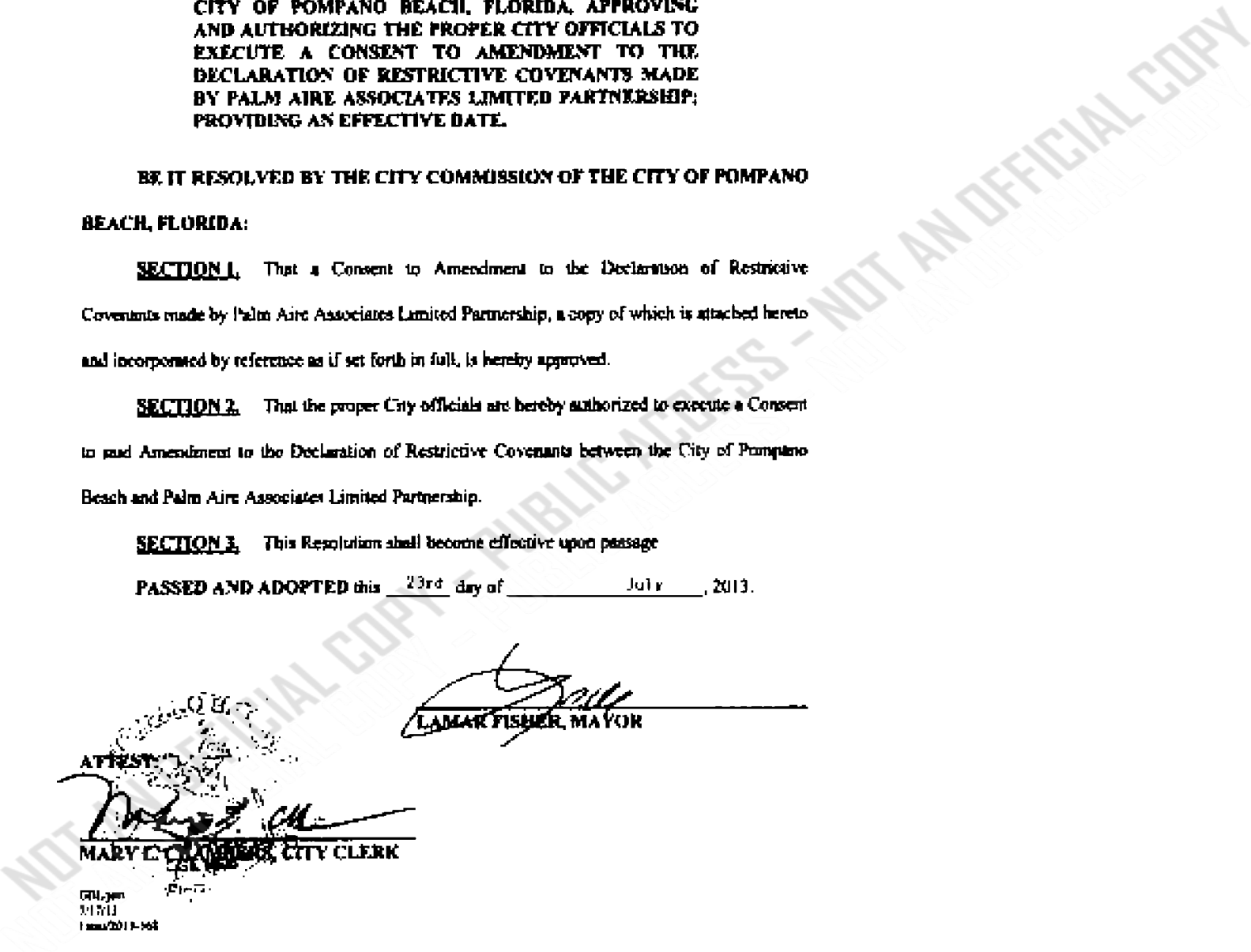
**SECTION 2.** That the proper City officials are hereby authorized to execute a Consent to said Amendment to the Declaration of Restrictive Covenants between the City of Pompano Beach and Palm Aire Associates Limited Partnership.

**SECTION 3.** This Resolution shall become effective upon passage

**PASSED AND ADOPTED** this 23rd day of July, 2013.

  
LAMAR FISHER, MAYOR

ATTEST  
  
MARY E. CLATTER, CITY CLERK



**EXHIBIT 3**

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

**THIS INSTRUMENT PREPARED BY**

**AND RETURN TO:**  
Stephen J Szabo, III, Esq  
Foley & Lardner LLP  
PO Box 3391  
Tampa, FL 33601-3391

Photo Number See Attached Exhibit "D"

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 10<sup>th</sup> day of NOVEMBER, 2011, by Palm Aire Associates Limited Partnership, a Delaware limited partnership, whose address is 2600 Palm Aire Drive North, Pompano Beach, Florida 33069 (hereinafter called the "Grantor"), in favor of Clublink US Corporation, a Delaware corporation, whose address is 13675 Duffernin Street, King City, Ontario L7B 1K5 Canada (hereinafter called the "Grantee").

**WITNESSETH:**

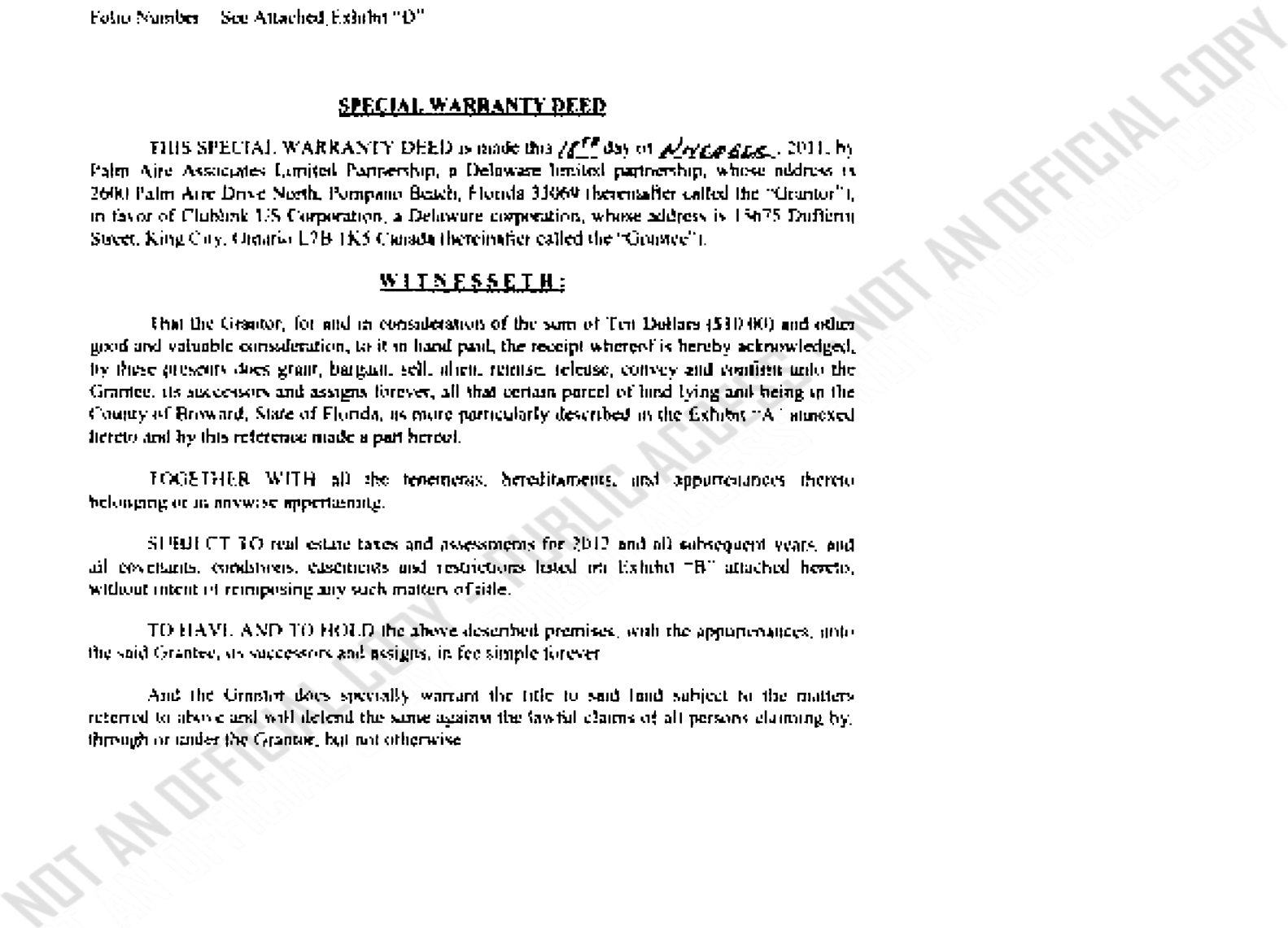
That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward, State of Florida, as more particularly described in the Exhibit "A" annexed hereto and by this reference made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real estate taxes and assessments for 2012 and all subsequent years, and all covenants, conditions, easements and restrictions listed on Exhibit "B" attached hereto, without intent of reimposing any such matters of title.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.



IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written

WITNESSES:

SELLER:

Palm Aire Associates Limited Partnership, a Delaware limited partnership

By: Resort at Palm Aire, Inc., a Florida corporation, its general partner

By: [Signature]  
Print Name: Benjamin Golden  
Its Vice President

Date: November 18, 2011

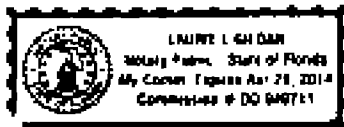
[Signature]  
Print Name: LAUREL L. GINDAR

[Signature]  
Print Name: MELIKA ADWEN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of November, 2011 by Benjamin Golden, as Vice President of RESORT AT PALM AIRE, INC., a Florida corporation, general partner of Palm Aire Associates Limited Partnership, a Delaware limited partnership, on behalf of said corporation and limited partnership, who is [check one]  personally known to me or  produced as identification



[Signature]  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Serial No. \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

NOT AN OFFICIAL COPY

**EXHIBIT "A" TO SPECIAL WARRANTY DEED****LEGAL DESCRIPTION**

LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCELS I AND II, PALMS GOLF COURSE:**

TWO PARCELS OF LAND IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCELS INCLUDING PORTIONS OF TRACT A ACCORDING TO REPEAT OF PALM AIRE VILLAGE 1ST SECTION, AS RECORDED IN PLAT BOOK 66, AT PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL I:**

BEING PARCEL NO. 1, AS SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED ON MAY 2, 1994, AND NUMBERED 35862, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT (LOT 8 IN SAID SECTION 4); THENCE RUN NORTH 89°34'13" WEST (ON AN ASSUMED BEARING) 185.45 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE AND THE POINT OF BEGINNING, THENCE RUN SOUTH 13°25'47" WEST 155.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 62°13'21" WEST 137.52 FEET; THENCE RUN SOUTH 27°46'39" WEST 316.04 FEET; THENCE RUN SOUTH 73°25'09" WEST 405.44 FEET; THENCE RUN SOUTH 75°24'34" WEST 307.29 FEET; THENCE RUN SOUTH 51°39'57" WEST 173.68 FEET; THENCE RUN SOUTH 08°10'12" WEST 234.18 FEET; THENCE RUN SOUTH 14°15'19" WEST 321.67 FEET; THENCE RUN SOUTH 41°09'01" WEST 192.46 FEET; THENCE RUN SOUTH 74°45'56" EAST 112.61 FEET; THENCE RUN NORTH 69°01'53" EAST 178.93 FEET; THENCE RUN SOUTH 66°05'54" EAST 634.71 FEET; THENCE RUN SOUTH 69°38'42" EAST 337.92 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE, THENCE RUN SOUTH 19°39'47" EAST 47.24 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 185 FEET AND A CENTRAL ANGLE OF 52°52'48", RUN SOUTHEASTERLY 170.74 FEET; THENCE RUN SOUTH 00°14'01" WEST 93.30 FEET; THENCE RUN NORTH 89°45'59" WEST 190.49 FEET; THENCE RUN SOUTH 00°14'01" WEST 240 FEET; THENCE RUN SOUTH 89°11'54" WEST 1144 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 190 FEET AND A CENTRAL ANGLE OF 46°43'18", RUN NORTHWESTERLY 355.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 43°59'48" WEST 517.39 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 880 FEET AND A CENTRAL ANGLE OF 46°30', RUN NORTHWESTERLY 734.19 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'12" WEST 1663.93 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH

00°12'58" WEST 940 FEET; THENCE RUN NORTH 84°56'18" EAST 368.04 FEET, THENCE RUN SOUTH 89°37'04" EAST 1240 FEET; THENCE RUN SOUTH 00°22'56" WEST 9.58 FEET; THENCE RUN SOUTH 89°37'04" EAST 422.39 FEET; THENCE RUN NORTH 56°23' EAST 147.86 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHEASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 31°00'21" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 17°12'43", RUN NORTHEASTERLY 150.20 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 41°46'56" EAST 924.62 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 48°13'04" EAST 167.32 FEET; THENCE RUN NORTH 69°49'57" EAST 307.05 FEET; THENCE RUN NORTH 00°13'55" EAST 163.21 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 05°50'22" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 00°50', RUN EASTERLY 11.34 FEET; THENCE RUN SOUTH 00°13'55" WEST 25.66 FEET; THENCE RUN SOUTH 09°19'21" EAST 61.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30 FEET AND A CENTRAL ANGLE OF 76°04'57", RUN SOUTHEASTERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 65°24'18" EAST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44", RUN SOUTHEASTERLY 82.44 FEET; THENCE RUN NORTH 80°40'39" EAST 70 FEET, THENCE RUN SOUTH 17°21'21" EAST 31.07 FEET; THENCE RUN NORTH 83°23'15" EAST 71.97 FEET; THENCE RUN SOUTH 86°16'28" EAST 120.82 FEET; THENCE RUN SOUTH 70°46'05" EAST 202.93 FEET; THENCE RUN SOUTH 17°09'37" EAST 107.49 FEET; THENCE RUN SOUTH 00°13'55" WEST 172.80 FEET; THENCE RUN SOUTH 89°34'13" EAST 28.55 FEET TO THE POINT OF BEGINNING.

**PARCEL II:**

BEING PARCEL NO. 2 AS SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVERY, INC., CERTIFIED ON MAY 2, 1994, AND NUMBERED 35862, AS FOLLOWS.

COMMENCING AT SAID SOUTHEAST CORNER OF GOVERNMENT LOT 8; THENCE RUN NORTH 89°14'13" WEST (ON AN ASSUMED BEARING) 67 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8, TO AN INTERSECTION WITH A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF SAID SECTION 4, THENCE RUN SOUTH 00°13'55" WEST 30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°13'55" WEST 1400.83 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE WEST RIGHT-OF-WAY LINE OF COMPANY PARKWAY, TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 30°14'01" WEST 372.41 FEET ALONG A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4, TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN NORTH 89°45'59" WEST 114.73 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 125 FEET AND A CENTRAL ANGLE OF 70°06'12", RUN NORTHWESTERLY 152.94 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 19°39'47" WEST 115.55 FEET ALONG THE EASTERLY RIGHT OF WAY OF SAID YOUTH COURSE DRIVE, BEING THE TANGENT EXTENDED; THENCE RUN NORTH 08°58'27" EAST 180.42 FEET; THENCE RUN NORTH 00°52'47" EAST 114.97 FEET; THENCE RUN NORTH 64°39'18" WEST 13.18 FEET; THENCE RUN NORTH 00°52'47" EAST 230.74 FEET; THENCE RUN NORTH 04°50'30" WEST 276.52 FEET; THENCE RUN NORTH 06°44'15" EAST 67.92 FEET; THENCE RUN NORTH 73°25'09" EAST 13.07 FEET, THENCE RUN NORTH 06°44'45" EAST 209.46 FEET; THENCE RUN NORTH 62°13'21" WEST 21.81 FEET, TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN NORTH 27°46'39" EAST 250 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 315 FEET AND A CENTRAL ANGLE OF 14°20'52", RUN NORTHEASTERLY 78.88 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 13°25'47" EAST 197.62 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE 90 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE SAID SOUTH LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 89°34'13" EAST 63.90 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTH COURSE DRIVE, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THOSE CERTAIN ADDITIONAL RIGHTS OF WAY AND BUS BAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8923, AT PAGE 859, AND FURTHER EXCEPTING THEREFROM THAT PARCEL CONVEYED TO BROWARD COUNTY BY THAT CERTAIN ESCHEATMENT TAX DEED RECORDED IN OFFICIAL RECORDS BOOK 40779, PAGE 1130, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

**PARCEL VII**

**DESCRIPTION OF OAKS GOLF COURSE**

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 4 AND THE NORTH 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF TRACT A, PALM AIRE OAKS COURSE ESTATES, AS RECORDED IN PLAT BOOK 144, AT PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 87°37'30" WEST (ON AN ASSURED BEARING) 101 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE RUN NORTH 7°25'00" WEST 420 FEET, ALONG THE EAST LINE OF SAID SECTION 5; THENCE RUN NORTH 34°27'00" WEST 430 FEET; THENCE RUN NORTH 49°50'13" WEST 340 FEET; THENCE RUN NORTH 31°20'20" WEST 147.65 FEET; THENCE RUN NORTH 5°01'56" WEST 280 FEET, THENCE RUN NORTH 35°15'07" EAST 167.22 FEET; THENCE RUN NORTH 59°45'14" EAST 275 FEET; THENCE RUN NORTH 68°45'14" EAST 316.21 FEET; THENCE RUN NORTH 48°24'46" EAST 85.50 FEET, THENCE RUN NORTH 5°29'46" WEST 145 FEET, THENCE RUN NORTH 25°29'46" WEST

110 FEET; THENCE RUN NORTH 47°29'46" WEST 168.96 FEET, TO THE AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE PLAT OF PALM AIR OAKS COURSE ESTATES 2ND SECTION, AS RECORDED IN PLAT BOOK 104 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 87°26'15" WEST 399.09 FEET ALONG THE SOUTHERLY BOUNDARY, OF SAID PLAT TO A POINT OF INTERSECTION; THENCE RUN SOUTH 52°47'21" WEST 301.11 FEET ALONG SAID SOUTHERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 81°56'50" WEST 544.11 FEET, ALONG SAID SOUTHERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 85°51'08" WEST 359.83 FEET ALONG SAID SOUTHERLY BOUNDARY, TO THE SOUTHWESTERLY CORNER OF SAID PLAT, THENCE RUN NORTH 4°56'52" WEST 144.95 FEET ALONG THE WESTERLY BOUNDARY OF SAID PLAT, TO A POINT OF INTERSECTION; THENCE RUN NORTH 21°50'26" EAST 206.25 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 29°32'51" EAST 174.87 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 49°19'49" EAST 352.03 FEET ALONG SAID WESTERLY BOUNDARY, TO POINT OF INTERSECTION, THENCE RUN NORTH 53°29'42" EAST 204.76 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 89°15'14" EAST 632.12 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN SOUTH 80°09'56" EAST 212.08 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 13°05'34" EAST 152.39 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 78°48'35" WEST 166.87 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 13°41'09" WEST 131.96 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 18°47'34" WEST 73.71 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 39°33'30" WEST 67.19 FEET ALONG SAID WESTERLY BOUNDARY TO THE MOST EASTERLY CORNER OF PARCEL A, PALM AIR OAKS COURSE ESTATES 3RD SECTION, AS RECORDED IN PLAT BOOK 108 AT PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 72°23'52" WEST 95.50 FEET ALONG A BOUNDARY OF SAID PLAT OF PALM AIR OAKS COURSE ESTATES 3RD SECTION, TO A POINT OF INTERSECTION, THENCE RUN SOUTH 89°11'34" WEST 500.78 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 79°48'14" WEST 97.44 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 83°05'30" WEST 298.80 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 57°08'45" WEST 570.03 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 45°21'15" WEST 213.57 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 15°55'21" WEST 96.53 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 20°36'48" WEST 165.18 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 13°39'26" WEST 319.31 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 15°06'01" WEST 298.45 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 55°24'59" WEST 360.82 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION, THENCE RUN SOUTH 54°33'26" WEST 161.27 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 11°13'00" WEST 155.10 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 4°33'29" WEST

143.89 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 19°16'46" EAST 119.51 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 19°00'37" WEST 168.67 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 38°26'44" WEST 413.14 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 87°32'04" WEST 133.01 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 85°54'53" WEST 121.11 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 44°12'36" WEST 425.55 FEET ALONG SAID BOUNDARY, TO POINT OF INTERSECTION; THENCE RUN SOUTH 13°44'28" EAST 554.77 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 12°14'15" EAST 259.81 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 80°57'30" EAST 180.80 FEET ALONG SAID BOUNDARY, TO THE NORTHWESTERLY CORNER OF TRACT R-3, AS SHOWN ON SAID PLAT OF PALM AIRE OAKS COURSE ESTATES 3RD SECTION; THENCE RUN SOUTH 34°55'32" WEST 185.74 FEET, TO THE SOUTHWESTERLY CORNER OF SAID TRACT R-3; THENCE RUN SOUTH 65°04'23" EAST 460.0 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT R-3, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 66°11'50" EAST 467.45 FEET TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF PARCEL A, AS SHOWN ON SAID PLAT OF PALM AIRE OAKS COURSE ESTATES 3RD SECTION; THENCE RUN NORTH 35°32'16" EAST 523.37 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL A, AND TRACT R-3 AND ITS PROJECTION; THENCE RUN SOUTH 85°29'13" EAST 466.71 FEET; THENCE RUN NORTH 4°30'43" EAST 227.74 FEET; THENCE RUN NORTH 85°29'17" WEST 240 FEET; THENCE RUN NORTH 4°30'63" EAST 42.62 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 41°07'08" RUN NORTHWESTERLY 35.86 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 36°36'25" WEST 154.64 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 70°06'39" WEST 890.97 FEET; THENCE RUN NORTH 39°52'03" EAST 1023.55 FEET; THENCE RUN NORTH 25°54'23" EAST 205.12 FEET; THENCE RUN DUE EAST 294.33 FEET; THENCE RUN SOUTH 59°18'01" EAST 74.21 FEET; THENCE RUN SOUTH 86°00'58" EAST 441.02 FEET; THENCE RUN SOUTH 70°22'03" EAST 65 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET AND A CENTRAL ANGLE OF 66°02'59", RUN SOUTHEASTERLY 115.28 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 86°25'02" EAST 65 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 4°30'50" EAST 150 FEET; THENCE RUN SOUTH 9°27'57" EAST 308.48 FEET; THENCE RUN SOUTH 15°22'37" EAST 194.35 FEET; THENCE RUN 10°18'08" EAST 33.38 FEET; THENCE RUN SOUTH 37°22'13" EAST 296.44 FEET; THENCE RUN SOUTH 22°20'17" WEST 108.76 FEET; THENCE RUN SOUTH 14°32'40" WEST 118.70 FEET; THENCE RUN NORTH 85°26'51" WEST 173.79 FEET; THENCE RUN SOUTH 78°40'47" WEST 267.53 FEET; THENCE RUN SOUTH 65°14'26" WEST 257.32 FEET; THENCE RUN SOUTH 4°30'43" WEST 267.31 FEET; THENCE RUN SOUTH 85°29'17" EAST 211.58 FEET; THENCE RUN SOUTH 73°58'49" EAST 635.04 FEET; THENCE RUN NORTH 0°07'25" WEST 304.11 FEET; THENCE RUN SOUTH 73°58'49" FEET 162.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175 FEET AND A CENTRAL ANGLE OF 28°18'39" RUN SOUTHEASTERLY 36.47 FEET; THENCE RUN SOUTH 0°07'25" EAST 54.39 FEET; THENCE RUN NORTH 89°29'40" EAST 256.79

FEET; THENCE RUN NORTH 53°03'37" EAST 65.33 FEET, THENCE RUN SOUTH 86°38'58" EAST 65.02 FEET; THENCE RUN NORTH 60°59'41" EAST 160.01 FEET ALONG A LINE ALSO FORMING THE NORTHERLY BOUNDARY OF SAID PLAT OF PALM AIRE OAKS COURSE ESTATES, FLORIDA, TO A POINT OF INTERSECTION; THENCE RUN NORTH 36°05'57" EAST 57 FEET ALONG SAID NORTHERLY BOUNDARY, TO THE POINT OF BEGINNING

**PARCEL IV:**

**DESCRIPTION OF THE CYPRESS GOLF COURSE**

A PARCEL OF LAND IN THE S 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S 1/2 OF SECTION 5; THENCE RUN NORTH 88°59'06" EAST (ON AN ASSUMED BEARING); 70 FEET ALONG THE NORTH LINE OF SAID S 1/2, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'06" EAST 912.26 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 79°29'32" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 7460 FEET AND A CENTRAL ANGLE OF 5°36'11", RUN SOUTHWESTERLY 254.88 FEET; THENCE RUN NORTH 79°25'43" WEST 102.91 FEET ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE; THENCE RUN SOUTH 69°59'06" WEST 43.50 FEET, THENCE RUN SOUTH 23°12'34" WEST 185.75 FEET; THENCE RUN SOUTH 74°49'35" WEST 156.65 FEET; THENCE RUN SOUTH 56°59'15" WEST 84 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 197.58 FEET AND A CENTRAL ANGLE OF 50°19'46" RUN SOUTHWESTERLY 173.56 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 0°39'29" WEST 689.88 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 14°21'15" WEST 186.68 FEET; THENCE RUN SOUTH 6°39'29" WEST 446.47 FEET; THENCE RUN SOUTH 39°56'50" EAST 34.35 FEET; THENCE RUN SOUTH 86°33'10" EAST 855.07 FEET; THENCE RUN NORTH 5°34'46" WEST 403.31 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A RADIUS OF 1780 FEET AND A CENTRAL ANGLE OF 34°22'49" RUN NORTHEASTERLY 1069.09 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 28°48'03" EAST 274.88 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 7°05'12" WEST 274.88 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1335.21 FEET AND A CENTRAL ANGLE OF 6°46'28", RUN NORTHWESTERLY 157.87 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING SOUTH 78°37'03" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2400 FEET AND A CENTRAL ANGLE OF 2°40'20" RUN NORTHERLY 111.94 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 23°50'44" EAST, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT (ALSO FORMING THE SOUTHERLY BOUNDARY OF PARCEL NO. 1 PALM AIRE CYPRESS COURSE ESTATES 3RD SECTION, AS RECORDED IN PLAT BOOK 108 AT PAGE 48 OF

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THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) HAVING A RADIUS OF 1275.21 FEET AND A CENTRAL ANGLE OF  $32^{\circ}12'19''$ , RUN EASTERLY 682.68 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH  $81^{\circ}38'25''$  EAST 672.06 FEET ALONG SAID SOUTHERLY BOUNDARY BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $82^{\circ}05'34''$  EAST 210.73 FEET, ALONG SAID SOUTHERLY BOUNDARY; THENCE RUN SOUTH  $11^{\circ}47'53''$  WEST 235.83 FEET; THENCE RUN SOUTH  $82^{\circ}52'29''$  WEST 810.35 FEET; THENCE RUN SOUTH  $2^{\circ}23'09''$  EAST 255.55 FEET; THENCE RUN SOUTH  $15^{\circ}04'06''$  WEST 535.45 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1417.57 FEET AND A CENTRAL ANGLE OF  $31^{\circ}27'09''$ , RUN SOUTHERLY 778.17 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH  $16^{\circ}23'05''$  EAST 87.23 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH  $77^{\circ}04'26''$  EAST 661.02 FEET; THENCE RUN NORTH  $3^{\circ}50'50''$  EAST 796.61 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1480 FEET AND A CENTRAL ANGLE OF  $28^{\circ}01'54''$ , RUN NORTH-EASTERLY 724.06 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH  $11^{\circ}52'44''$  EAST 596.11 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH  $47^{\circ}35'34''$  EAST 104.55 FEET, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM ACRE DRIVE WEST; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE BEING ON THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT (THE NORTHEASTERLY PROJECTION OF THE LAST DESCRIBED COURSE BEING RADIAL TO SAID CURVE) HAVING A RADIUS OF 2637.24 FEET AND A CENTRAL ANGLE OF  $11^{\circ}38'30''$ , RUN EASTERLY 535.85 FEET, TO THE NORTHWESTERLY CORNER OF THE PLAT OF PALM ACRE CYPRESS COURSE ESTATES, AS RECORDED IN PLAT BOOK 89 AT PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE RUN SOUTH  $7^{\circ}02'36''$  EAST 23.22 FEET ALONG THE WESTERLY BOUNDARY OF SAID PLAT BEING A LINE RADIAL TO THE LAST DESCRIBED CURVE TO A POINT OF CURVATURE TO A CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY BOUNDARY, ON THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 990.76 FEET AND A CENTRAL ANGLE OF  $33^{\circ}29'42''$ , RUN SOUTHERLY 544.60 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH  $24^{\circ}26'46''$  WEST 478.36 FEET ALONG SAID WESTERLY BOUNDARY BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $7^{\circ}29'04''$  WEST 180 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $31^{\circ}29'04''$  WEST 130 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $14^{\circ}08'04''$  WEST 304 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $1^{\circ}29'04''$  WEST 513.88 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH  $23^{\circ}29'43''$  EAST 87.07 FEET ALONG SAID WESTERLY BOUNDARY, TO THE SOUTHWESTERLY CORNER OF SAID PLAT OF PALM ACRE CYPRESS COURSE ESTATES, THENCE RUN NORTH  $83^{\circ}59'09''$  EAST 482.31 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PLAT; THENCE RUN NORTH  $32^{\circ}09'34''$  EAST 247.80 FEET ALONG THE EASTERLY BOUNDARY OF SAID PLAT, TO A POINT OF INTERSECTION; THENCE RUN NORTH  $27^{\circ}20'48''$  EAST 246.39 FEET ALONG SAID EASTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH  $17^{\circ}50'16''$  EAST 380 FEET ALONG SAID EASTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH  $5^{\circ}42'07''$  EAST 724.58 FEET ALONG SAID EASTERLY BOUNDARY TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID

POINT BEARING NORTH 11°46'45" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 416.87 FEET ALONG A CENTRAL ANGLE OF 54° 45' 28" RUN EASTERLY 115.10 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 87°58'43" EAST 220 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 6°16'42" EAST 1183.96 FEET; THENCE RUN SOUTH 86°52'51" EAST 563.88 FEET; THENCE RUN NORTH 0°08'13" WEST 237.20 FEET; THENCE RUN NORTH 6°20'58" WEST 266.87 FEET; THENCE RUN NORTH 11°32'10" EAST 543.21 FEET; THENCE RUN NORTH 8°11'58" EAST 225 FEET; THENCE RUN NORTH 81°48'02" WEST 802 FEET; THENCE RUN NORTH 72°36'46" WEST 175.99 FEET; THENCE RUN NORTH 68°39'33" WEST 700.58 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 87°55'39" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, ALSO FORMING THE EASTERLY BOUNDARY OF SAID PLAT OF PALM AIRE CYPRESS COURSE ESTATES, HAVING A RADIUS OF 1050.74 FEET AND A CENTRAL ANGLE OF 4°58'35" RUN NORTHERLY 91.26 FEET; THENCE RUN NORTH 7°02'56" WEST 23.90 FEET ALONG SAID EASTERLY BOUNDARY BLING THE TANGENT EXTENDED, TO THE MOST NORTHERLY CORNER OF SAID PLAT, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 8°21'09" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, ALSO FORMING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST, HAVING A RADIUS OF 2637.24 FEET AND A CENTRAL ANGLE OF 2°46'33" RUN EASTERLY 127.51 FEET; THENCE RUN SOUTH 6°31'36" EAST 375.59 FEET; THENCE RUN SOUTH 81°59'43" EAST 1366.78 FEET, ALONG A LINE ALSO FORMING THE SOUTHERLY BOUNDARY OF THE PLAT OF PALM AIRE CYPRESS COURSE ESTATES 2ND SECTION, AS RECORDED IN PLAT BOOK 103 AT PAGE B OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 88°21'58" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, (ALSO FORMING THE WESTERLY RIGHT OF WAY LINE OF N.W. 21ST AVENUE) HAVING A RADIUS OF 512.04 FEET AND A CENTRAL ANGLE OF 0°38'40", RUN SOUTHERLY 5.76 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 2°16'42" EAST 1689.56 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 4°05'18" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2676.24 FEET AND A CENTRAL ANGLE OF 15°10'21" RUN SOUTHEASTERLY 708.69 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 70°44'21" WEST 284.62 FEET ALONG THE TANGENT EXTENDED, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4065.26 FEET AND A CENTRAL ANGLE OF 30° RUN WESTERLY 2128.56 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11067.24 FEET AND A CENTRAL ANGLE OF 7°21'50" RUN WESTERLY 1422.41 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 06°37'29" WEST 735.64 FEET ALONG THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE TO THE EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE WEST LINE OF SAID SECTION 5; THENCE RUN NORTH 0°37'29" WEST 2271.53 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE EAST RIGHT OF WAY LINE OF N.W. 31ST AVENUE, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF, AS DESCRIBED IN OFFICIAL

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RECORDS BOOK 8466 AT PAGE 364 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, AND FURTHER EXCEPTING THEREFROM THE RIGHT-OF-WAY OF CYPRESS BOULEVARD (ALSO KNOWN AS CYPRESS ROAD) AS CONVEYED TO THE CITY OF POMPANNO BEACH BY THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2192H, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**PARCEL V**

REVISED DESCRIPTION OF THE OAKS CLUBHOUSE

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 47 EAST, SAID PARCEL INCLUDING ALL OF TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM AIRE PLAT NO. 2 AS RECORDED IN PLAT BOOK 123 AT PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM AIRE PLAT NO. 2; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A, AND ITS PROJECTION (ALSO FORMING THE NORTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7596 AT PAGE 236 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), BEING ON THE ARC OF A CURVE RUNNING SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY, (A RADIAL AT SAID POINT BEARING NORTH 6°09'46" EAST), HAVING A RADIUS OF 2557.24 FEET AND A CENTRAL ANGLE OF 21°40'13", RUN SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY 957.19 FEET TO A POINT OF TANGENCY, THENCE RUN NORTH 74°29'33" EAST 97.75 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1358.27 FEET AND A CENTRAL ANGLE OF 3°25'40" RUN NORTHEASTERLY 33.85 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40 FEET AND A CENTRAL ANGLE OF 109°02'38" RUN NORTHEASTERLY AND NORTHWESTERLY 76.43 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 33°07'25" WEST 17.30 FEET ALONG THE TANGENT EXTENDED (ALSO FORMING THE WESTERLY RIGHT OF WAY LINE OF OAKS CLUBHOUSE DRIVE AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 8965 AT PAGE 879 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) TO A POINT OF INTERSECTION; THENCE RUN NORTH 45°07'25" WEST 322.78 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 370 FEET AND A CENTRAL ANGLE OF 49°38'08", RUN NORTHWESTERLY AND NORTHEASTERLY 320.53 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 4°30'45" EAST 71.22 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING THE TANGENT EXTENDED; THENCE RUN NORTH 83°29'17" WEST 455.71 FEET; THENCE RUN SOUTH 35°32'16" WEST 523.37 FEET; THENCE RUN SOUTH 8°07'25" EAST 405 FEET TO THE POINT OF BEGINNING.

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LESS AND EXCEPT A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, INCLUDING TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM-AIRE PLAT NO. 2, AS RECORDED IN PLAT BOOK 123 AT PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A AND ITS PROJECTION (ALSO FORMING THE NORTHERLY RIGHT OF WAY LINE OF PALM-AIRE DRIVE WEST AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 6319 AT PAGE 223 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), BEING ON THE ARC OF A CURVE RUNNING SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY (A RADIAL AT SAID POINT BEARING NORTH 06 DEGREES 09'46" EAST), HAVING A RADIUS OF 2557.24 FEET AND A CENTRAL ANGLE OF 11 DEGREES 33' 48", RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY 516.10 FEET; THENCE RUN NORTH 01 DEGREE 26' 24" EAST (BASIS OF BEARINGS BEING THE PLAT OF THE WORLD OF PALM-AIRE PLAT NO. 2) 48.48 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 49' 52" RUN NORTHWESTERLY 19.92 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 43' 58" RUN NORTHWESTERLY 38.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 14' 03" RUN NORTHWESTERLY 54.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 127.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 45' 22" RUN NORTHWESTERLY 59.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 144.00 FEET AND A CENTRAL ANGLE OF 9 DEGREES 13' 59" RUN NORTHWESTERLY 23.71 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 14 DEGREES 22' 10" WEST 139.92 FEET ALONG THE TANGENT EXTENDED, THENCE RUN SOUTH 89 DEGREES 58' 51" WEST 164.79 FEET; THENCE RUN NORTH 01 DEGREE 54' 34" WEST 41.04 FEET, THENCE RUN SOUTH 89 DEGREES 52' 35" WEST 263.95 FEET TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT A; THENCE RUN SOUTH 00 DEGREES 02' 25" EAST 405.00 FEET ALONG SAID WEST BOUNDARY AND ITS PROJECTION TO THE POINT OF BEGINNING.

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**PARCEL VI:**

BEING OHT PARCEL 1A SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED MAY 2, 1994, AND NUMBERED 36535, AS FOLLOWS.

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SAID SECTION 4; THENCE RUN NORTH 89°34'13" WEST (ON AN ASSUMED BEARING) 185.45 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN SOUTH 13°25'42" WEST 155.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 62°13'21" WEST 137.52 FEET; THENCE RUN SOUTH 27°46'39" WEST 316.04 FEET; THENCE RUN SOUTH 73°25'09" WEST 405.44 FEET; THENCE RUN SOUTH 75°24'34" WEST 307.29 FEET; THENCE RUN SOUTH 51°39'57" WEST 173.08 FEET; THENCE RUN SOUTH 08°10'12" WEST 234.16 FEET; THENCE RUN SOUTH 14°15'59" WEST 321.67 FEET; THENCE RUN SOUTH 41°09'01" WEST 192.46 FEET; THENCE RUN SOUTH 74°45'56" EAST 112.61 FEET; THENCE RUN NORTH 69°01'53" EAST 178.93 FEET; THENCE RUN SOUTH 66°05'54" EAST 634.71 FEET; THENCE RUN SOUTH 69°38'42" EAST 337.92 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN SOUTH 19°39'47" EAST 47.24 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 185 FEET AND A CENTRAL ANGLE OF 52°52'48", RUN SOUTHEASTERLY 170.74 FEET; THENCE RUN SOUTH 00°14'01" WEST 93.30 FEET; THENCE RUN NORTH 89°45'59" WEST 190.40 FEET; THENCE RUN SOUTH 00°14'01" WEST 240 FEET; THENCE RUN SOUTH 89°11'56" WEST 1144 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 190 FEET AND A CENTRAL ANGLE OF 46°48'19", RUN NORTHWESTERLY 155.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 43°59'48" WEST 537.38 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 890 FEET AND A CENTRAL ANGLE OF 46°30", RUN NORTHWESTERLY 714.19 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 69°30'12" WEST 1613.93 FEET ALONG THE TANGENT EXTENDED TO THE POINT OF BEGINNING; THENCE RUN SOUTH 06°29'48" EAST 163.39 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 11°33'19" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALSO FORMING THE NORTHERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH HAVING A RADIUS OF 100 FEET AND A CENTRAL ANGLE OF 27°34'14" RUN NORTHWESTERLY 144.36 FEET; THENCE RUN NORTH 00°06'41" WEST 42.08 FEET; THENCE RUN SOUTH 89°30'12" WEST 41.93 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 50°27'12" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT (ALSO FORMING SAID NORTHERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH).

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HAVING A RADIUS OF 300 FEET AND A CENTRAL ANGLE OF 13°27'14" RUN NORTHWESTERLY 70.01 FEET; THENCE RUN NORTH 89°30'12" EAST 207.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF POMPAHO BEACH BROWARD COUNTY, FLORIDA.

**PARCEL VII:**

**PALMS CLUBHOUSE PARCEL:**

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 3 IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 00°13'55" EAST (ON AN ASSUMED BEARING) 30.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3, THENCE RUN NORTH 89°34'13" WEST 67 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE; THENCE CONTINUE NORTH 89°34'13" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 111.42 FEET; THENCE RUN SOUTH 13°25'47" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID SOUTH COURSE DRIVE A DISTANCE OF 30.79 FEET; THENCE RUN NORTH 89°34'13" WEST 28.55 FEET; THENCE RUN NORTH 00°13'55" EAST 172.80 FEET; THENCE RUN NORTH 17°09'37" WEST 107.49 FEET; THENCE RUN NORTH 70°46'05" WEST 202.93 FEET; THENCE RUN NORTH 86°16'28" WEST 120.82 FEET; THENCE RUN SOUTH 83°23'15" WEST 71.97 FEET; THENCE RUN NORTH 17°21'71" WEST 31.07 FEET; THENCE RUN SOUTH 80°40'39" WEST 70 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 43°57'26" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44", RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 65°24'16" WEST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND A CENTRAL ANGLE OF 76°04'47" RUN NORTHERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 09°19'21" WEST 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 00°13'55" EAST 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 06°40'22" WEST, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET, AND A CENTRAL ANGLE OF 06°58'02", RUN WESTERLY 93.03 FEET; THENCE FROM A RADIAL BEARING OF NORTH 00°09'40" WEST RUN NORTH 00°25'47" EAST A DISTANCE OF 167.35 FEET ALONG A LINE ALSO FORMING THE EASTERLY RIGHT-OF-WAY LINE OF PALM ACRE DRIVE NORTH, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 162.50 FEET, AND A CENTRAL ANGLE OF 90°, RUN NORTHEASTERLY 255.25 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM ACRE DRIVE NORTH; THENCE RUN SOUTH 89°34'13" EAST 745.17 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 00°13'55" WEST 110 FEET ALONG SAID PARALLEL LINE

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ALSO FORMING THE WEST RIGHT-OF-WAY LINE OF POWERLINE ROAD, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE CERTAIN ADDITIONAL RIGHTS OF WAY AND BUS BAY AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8923, PAGE 159, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND ( PALM VACATION TIME SHARE):**

A PARCEL OF LAND IN GOVERNMENT LOT B OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT B, THENCE RUN N. 0°13'55" E (ON AN ASSUMED BEARING) 350 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT B; THENCE RUN N. 70°46'05" W. 463.24 FEET; THENCE RUN N. 70°23'46" W. 171.72 FEET; THENCE RUN S. 80°40'39" W. 64.59 FEET TO THE POINT OF BEGINNING; THENCE RUN S. 09°19'21" E. 86.24 FEET; THENCE RUN S. 03°56'17" E. 23.71 FEET; THENCE S. 06°36'45" E. 70.30 FEET; THENCE RUN S. 80°40'39" W. 70 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING S. 43°57'26" W., THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1.00 FEET AND A CENTRAL ANGLE OF 39°21'44" RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN N. 85°24'18" W. 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND A CENTRAL ANGLE OF 76°04'57", RUN NORTHWESTERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN N. 09°19'21" W. 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN N. 00°13'55" E. 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING N. 06°40'22" W.; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 06°50'02", RUN WESTERLY 93.03 FEET; THENCE RUN N. 00°25'47" E. 60.01 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING N. 00°45'53" W.; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 720 FT. AND A CENTRAL ANGLE OF 04°43'11", RUN EASTERLY 59.31 FEET; THENCE RUN N. 09°19'21" W. 71.98 FEET; THENCE RUN N. 80°40'39" E. 156.67 FEET; THENCE RUN S. 09°19'21" E. 13.82 FEET; THENCE RUN N. 80°40'39" E. 21.40 FEET; THENCE RUN S. 09°19'21" E. 80.77 FEET; THENCE RUN N. 80°40'39" E. 37.47 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 73.58 FEET AND A CENTRAL ANGLE OF 24°26'52", RUN EASTERLY 31.36 FEET; THENCE RUN S. 09°19'21" E. 34.41 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF POMPANÓ BEACH, BROWARD COUNTY, FLORIDA.

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**ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (USMAN OFFICE):**

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8; THENCE NORTH  $00^{\circ}13'55''$  EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 30.00 FEET; THENCE NORTH  $89^{\circ}34'13''$  WEST, 102.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $89^{\circ}34'13''$  WEST ALONG THE NORTH RIGHT OF WAY LINE OF SOUTH COURSE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4130, ON PAGE 512 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 76.30 FEET; THENCE SOUTH  $13^{\circ}25'47''$  WEST, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, 30.79 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 8; THENCE NORTH  $89^{\circ}34'13''$  WEST, ALONG SAID SOUTH LINE, 28.55 FEET; THENCE NORTH  $00^{\circ}13'55''$  WEST, 15.77 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 358.91 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH  $86^{\circ}47'22''$  WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  $02^{\circ}44'06''$ , AN ARC DISTANCE OF 17.13 FEET, THENCE NORTH  $06^{\circ}18'21''$ , EAST 51.55 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 319.12 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH  $80^{\circ}06'47''$  EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $05^{\circ}46'59''$ , AN ARC DISTANCE OF 32.21 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 350.64 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH  $87^{\circ}40'30''$  EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $06^{\circ}14'01''$ , AN ARC DISTANCE OF 38.15 FEET TO A POINT OF REVERSE CURVATURE OF NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,084.27 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH  $74^{\circ}45'15''$  WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $00^{\circ}49'51''$ , AN ARC DISTANCE OF 30.23 FEET, THENCE NORTH  $06^{\circ}57'22''$  WEST, 3.67 FEET; THENCE NORTH  $46^{\circ}30'00''$  EAST, 15.00 FEET; THENCE NORTH  $80^{\circ}20'35''$  EAST, 109.44 FEET; THENCE SOUTH  $89^{\circ}46'05''$  EAST 25.14 FEET TO A LINE 57.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 8, SAID LINE ALSO BEING THE WEST RIGHT OF WAY OF POWERLINE ROAD (STATE ROAD 845) THENCE SOUTH  $00^{\circ}13'55''$  WEST ALONG SAID WEST RIGHT OF WAY LINE, 151.36 FEET TO THE NORTHWESTERLY LINE OF PARCEL 14 AS RECORDED IN OFFICIAL RECORDS BOOK 8923, ON PAGE 659 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH  $45^{\circ}19'51''$  WEST ALONG SAID NORTHWESTERLY LINE, 49.59 FEET TO THE POINT OF BEGINNING.

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**ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (ALL TECH/SCHATZBERG):**

A PORTION OF GOVERNMENT LOT 8 IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST TOGETHER WITH A PORTION OF TRACT A, THE WORLD OF PALM AIRE PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, ON PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 89°34'13" EAST ALONG THE SOUTHERLY LINE OF PALM AIRE DRIVE NORTH AS RECORDED IN OFFICIAL RECORDS BOOK 3976, ON PAGE 379 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 366.17 FEET; THENCE SOUTH 00°45'58" EAST, 123.67 FEET; THENCE SOUTH 89°46'12" WEST, 540.05 FEET; THENCE SOUTH 00°36'36" WEST, 196.01 FEET TO THE NORTH LINE OF AN EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK (ORR) 73116, PAGE 473 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, NORTH 89°46'05" WEST, 78.78 FEET; THENCE SOUTH 00°13'55" WEST, 14.00 FEET TO THE NORTH LINE OF AN ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK (ORR) 23126, PAGE 473 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAME BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 126.41 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 00°13'45" WEST); THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°26'44", AN ARC DISTANCE OF 106.98 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.90 FEET, THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°50'13", AN ARC DISTANCE OF 75.48 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH LINE, SAME BEING THE SOUTH LINE OF TRACT A, SOUTH 80°40'39" WEST, 37.47 FEET; THENCE NORTH 09°19'21" WEST, A DISTANCE OF 30.77 FEET; THENCE SOUTH 80°40'39" WEST, A DISTANCE OF 71.40 FEET; THENCE NORTH 09°39'21" WEST, A DISTANCE OF 13.82 FEET; THENCE SOUTH 80°40'39" WEST ALONG A SOUTHERLY LINE OF SAID TRACT A AND ITS WESTERLY PROLONGATION, A DISTANCE OF 165.68 FEET; THENCE NORTH 35°55'44" WEST, ALONG THE EASTERLY LINE OF AN EXISTING GOLF PATHWAY, 38.56 FEET; THENCE NORTH 34°48'01" WEST, 16.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 31.67 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 89°58'39" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF SAID EXISTING GOLF CART PATHWAY THROUGH A CENTRAL ANGLE OF 67°50'55", AN ARC DISTANCE OF 37.50 FEET TO THE EASTERLY LINE OF AFORESAID PALM AIRE NORTH DRIVE, SAME BEING THE NORTHERLY LINE OF AFORESAID TRACT A, SAME BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 162.50 FEET (A RADIAL LINE TO SAID POINTS BEARS NORTH 79°05'59" WEST); THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SAME BEING THE EASTERLY AND SOUTHERLY LINE SAID PALM AIRE DRIVE NORTH, SAME BEING THE NORTHERLY LINE OF SAID TRACT A, THROUGH A CENTRAL ANGLE OF 79°31'30", AN ARC DISTANCE OF 225.55 FEET TO THE

POINT OF TANGENCY; THENCE SOUTH 89°34'13" EAST, ALONG SAID NORTHERLY LINE OF SAID TRACT A, SAME BEING THE SOUTH LINE OF SAID PALM AIRE DRIVE NORTH, A DISTANCE OF 128.00 FEET TO THE POINT OF BEGINNING.

**ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (REMAINDER PALM AIRE PARCEL):**

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT B IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 00°13'55" EAST (ON AN ASSUMED BEARING) 30.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT B; THENCE RUN NORTH 89°34'13" WEST 178.42 FEET; THENCE RUN SOUTH 13°25'47" WEST 30.79 FEET; THENCE RUN NORTH 89°34'13" WEST 28.55 FEET; THENCE RUN NORTH 00°13'55" EAST 172.80 FEET; THENCE RUN NORTH 17°09'37" WEST 107.49 FEET; THENCE RUN NORTH 70°46'05" WEST 202.43 FEET; THENCE RUN NORTH 88°16'28" WEST 120.82 FEET; THENCE RUN SOUTH 83°23'15" WEST 71.97 FEET; THENCE RUN NORTH 17°21'21" WEST 31.07 FEET TO THE SOUTHEAST CORNER OF PARCEL D AS DESCRIBED IN OFFICIAL RECORDS BOOK 23116, PAGE 509, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL D THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 60°40'39" WEST 70 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 43°57'26" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°25'44"; RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 85°24'18" WEST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND A CENTRAL ANGLE OF 76°04'37"; RUN NORTHERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 09°19'21" WEST 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 00°13'55" EAST 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 06°40'22" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 06°50'02"; RUN WESTERLY 93.03 FEET TO THE EAST RIGHT OF WAY LINE OF PALM AIRE DRIVE NORTH; THENCE FROM A RADIAL BEARING OF NORTH 00°09'40" EAST RUN NORTH 00°25'47" EAST ALONG SAID RIGHT OF WAY LINE 40.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, THE WORLD OF PALM AIRE PLAT NO. 1, AS RECORDED IN PLAT BOOK 114, PAGE 50, OF AFORESAID PUBLIC RECORDS; THENCE LEAVING AFOREMENTIONED WEST LINE OF PARCEL D RUN NORTH 00°25'47" EAST ALONG SAID RIGHT OF WAY LINE AND THE WEST LINE OF SAID PLAT A DISTANCE OF 127.32 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 162.50 FEET, AND A CENTRAL ANGLE OF 10°30'46"; RUN NORTHEASTERLY 29.82 FEET TO THE CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 31.67 FEET AND A CENTRAL ANGLE OF 67°51'19"; THENCE FROM A RADIAL BEARING OF SOUTH 22°10'02" WEST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 31.67 FEET TO A POINT, THENCE RUN SOUTH 14°48'01" EAST 16.19 FEET; THENCE RUN SOUTH 15°55'44" EAST 38.56 FEET; NORTH 90°40'39" EAST 9.01

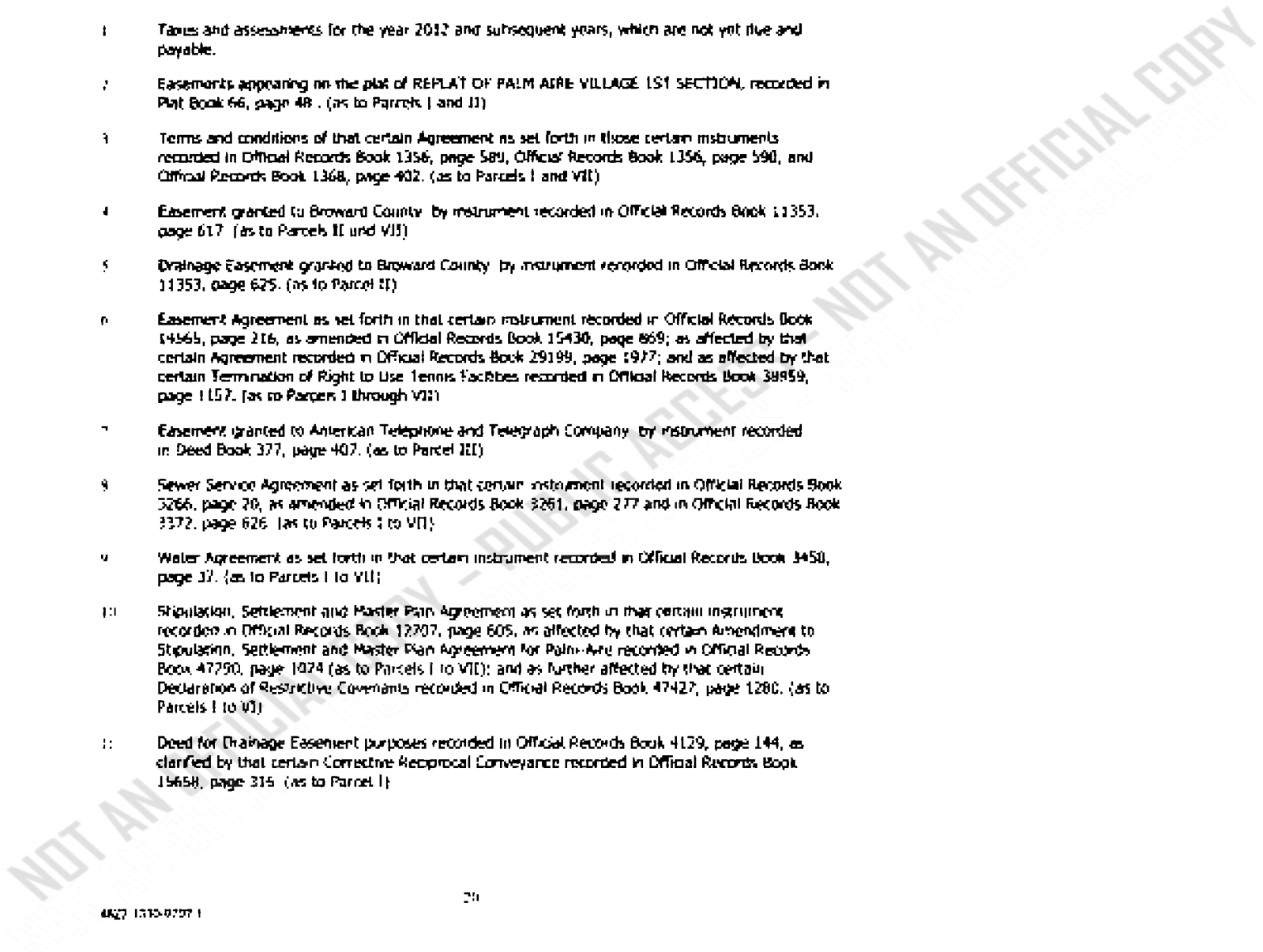
FEET; THENCE RUN SOUTH 09°19'21" EAST 73.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 720.00 FEET AND A CENTRAL ANGLE OF 04°43'11"; THENCE FROM A RADIAL BEARING OF NORTH 05°34'35" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.

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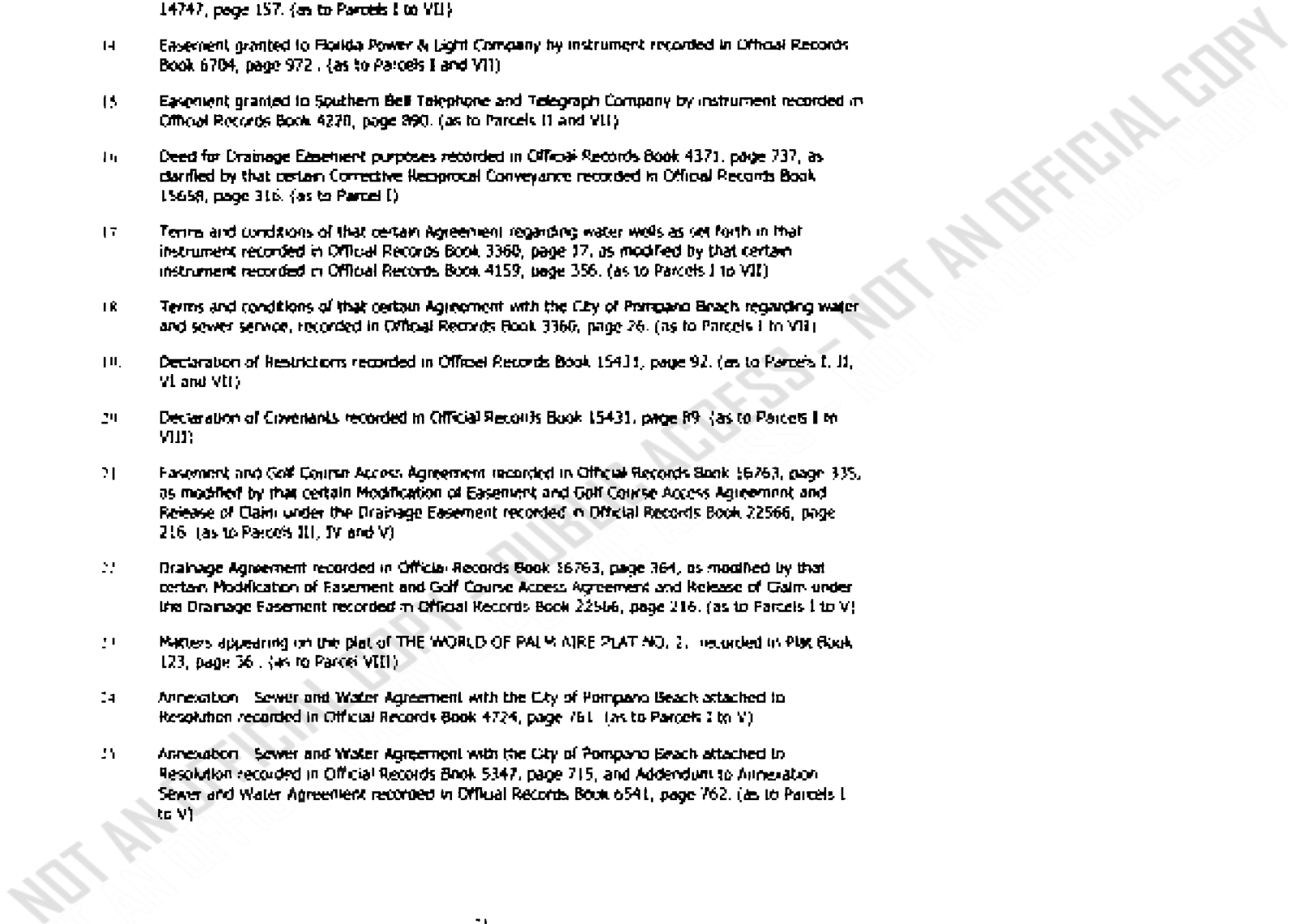
**EXHIBIT "B" TO SPECIAL WARRANTY DEED**

**TITLE EXCEPTIONS**

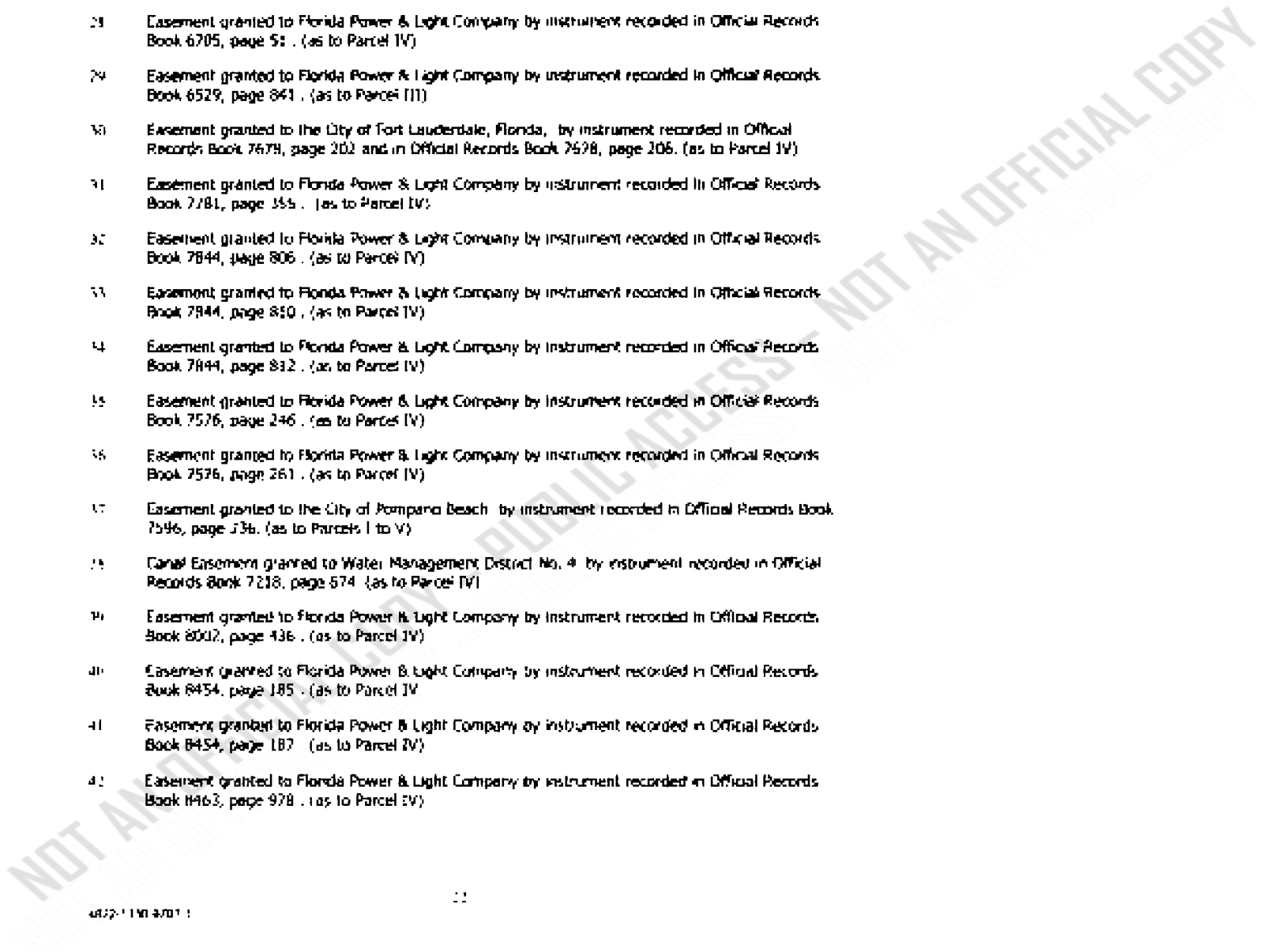
- 1 Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
- 2 Easements appearing on the plat of REPLAY OF PALM AIRE VILLAGE (S1 SECTION), recorded in Plat Book 66, page 48. (as to Parcels I and II)
- 3 Terms and conditions of that certain Agreement as set forth in those certain instruments recorded in Official Records Book 1356, page 589, Official Records Book 1356, page 590, and Official Records Book 1368, page 402. (as to Parcels I and VII)
- 4 Easement granted to Broward County by instrument recorded in Official Records Book 11353, page 617. (as to Parcel II and VII)
- 5 Drainage Easement granted to Broward County by instrument recorded in Official Records Book 11353, page 625. (as to Parcel II)
- 6 Easement Agreement as set forth in that certain instrument recorded in Official Records Book 14565, page 216, as amended in Official Records Book 15430, page 869; as affected by that certain Agreement recorded in Official Records Book 29199, page 1977; and as affected by that certain Termination of Right to Use Tennis Facilities recorded in Official Records Book 38959, page 1157. (as to Parcel I through VII)
- 7 Easement granted to American Telephone and Telegraph Company by instrument recorded in Deed Book 377, page 407. (as to Parcel III)
- 8 Sewer Service Agreement as set forth in that certain instrument recorded in Official Records Book 3266, page 20, as amended in Official Records Book 3261, page 277 and in Official Records Book 3372, page 626. (as to Parcels I to VII)
- 9 Water Agreement as set forth in that certain instrument recorded in Official Records Book 3450, page 37. (as to Parcels I to VII)
- 10 Stipulation, Settlement and Master Plan Agreement as set forth in that certain instrument recorded in Official Records Book 12707, page 605, as affected by that certain Amendment to Stipulation, Settlement and Master Plan Agreement for Palm-Aire recorded in Official Records Book 47290, page 1074 (as to Parcels I to VII); and as further affected by that certain Declaration of Restrictive Covenants recorded in Official Records Book 47427, page 1280. (as to Parcels I to VII)
- 11 Deed for Drainage Easement purposes recorded in Official Records Book 4129, page 144, as clarified by that certain Corrective Reciprocal Conveyance recorded in Official Records Book 15658, page 315. (as to Parcel I)



- 12 Terms and conditions of that certain Water Well Field Rights and Easement Agreement with the City of Pompano Beach, recorded in Official Records Book 20353, page 167. (as to Parcels I, II and VI)
- 13 Ordinance No. 87-53 of the City of Pompano Beach, Florida, recorded in Official Records Book 14747, page 157. (as to Parcels I to VII)
- 14 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6704, page 972. (as to Parcels I and VII)
- 15 Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in Official Records Book 4270, page 890. (as to Parcels II and VIII)
- 16 Deed for Drainage Easement purposes recorded in Official Records Book 4371, page 737, as clarified by that certain Corrective Reciprocal Conveyance recorded in Official Records Book 15658, page 316. (as to Parcel I)
- 17 Terms and conditions of that certain Agreement regarding water wells as set forth in that instrument recorded in Official Records Book 3368, page 17, as modified by that certain instrument recorded in Official Records Book 4159, page 356. (as to Parcels I to VIII)
- 18 Terms and conditions of that certain Agreement with the City of Pompano Beach regarding water and sewer service, recorded in Official Records Book 3366, page 26. (as to Parcels I to VIII)
- 19 Declaration of Restrictions recorded in Official Records Book 15431, page 92. (as to Parcels I, II, VI and VII)
- 20 Declaration of Covenants recorded in Official Records Book 15431, page 89. (as to Parcels I to VIII)
- 21 Easement and Golf Course Access Agreement recorded in Official Records Book 16763, page 335, as modified by that certain Modification of Easement and Golf Course Access Agreement and Release of Claim under the Drainage Easement recorded in Official Records Book 22566, page 216. (as to Parcels III, IV and V)
- 22 Drainage Agreement recorded in Official Records Book 16763, page 364, as modified by that certain Modification of Easement and Golf Course Access Agreement and Release of Claim under the Drainage Easement recorded in Official Records Book 22566, page 216. (as to Parcels I to V)
- 23 Matters appearing on the plat of THE WORLD OF PALM WIRE PLAT NO. 2, recorded in Plat Book 123, page 36. (as to Parcel VIII)
- 24 Annexation - Sewer and Water Agreement with the City of Pompano Beach attached to Resolution recorded in Official Records Book 4724, page 761. (as to Parcels I to V)
- 25 Annexation - Sewer and Water Agreement with the City of Pompano Beach attached to Resolution recorded in Official Records Book 5347, page 715, and Addendum to Annexation Sewer and Water Agreement recorded in Official Records Book 6541, page 762. (as to Parcels I to V)



- 26 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 5636, page 400 . (as to Parcels III and V)
- 27 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6557, page 485 . (as to Parcel IV)
- 28 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6705, page 51 . (as to Parcel IV)
- 29 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6529, page 841 . (as to Parcel III)
- 30 Easement granted to the City of Fort Lauderdale, Florida, by instrument recorded in Official Records Book 7679, page 202 and in Official Records Book 7678, page 206. (as to Parcel IV)
- 31 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7781, page 355 . (as to Parcel IV)
- 32 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 806 . (as to Parcel IV)
- 33 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 810 . (as to Parcel IV)
- 34 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 812 . (as to Parcel IV)
- 35 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7576, page 246 . (as to Parcel IV)
- 36 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7576, page 261 . (as to Parcel IV)
- 37 Easement granted to the City of Pompano Beach by instrument recorded in Official Records Book 7596, page 236. (as to Parcels I to V)
- 38 Canal Easement granted to Water Management District No. 4 by instrument recorded in Official Records Book 7218, page 574 .(as to Parcel IV)
- 39 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8002, page 436 . (as to Parcel IV)
- 40 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8454, page 185 . (as to Parcel IV)
- 41 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8454, page 187 . (as to Parcel IV)
- 42 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8463, page 978 . (as to Parcel IV)



- 43 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8604, page 348. (as to Parcel IV)
- 44 Easement Agreement recorded in Official Records Book 12934, page 231. (as to Parcel IV)
- 45 Resolution of the Board of Governors of Palm-Aire Country Club, Inc., recorded in Official Records Book 13029, page 504. (as to Parcels I to V)
- 46 Easement Agreement recorded in Official Records Book 13230, page 513. (as to Parcel IV)
- 47 Terms, conditions, restrictions, reservations, easements and rights granted or received as set forth in that certain Special Warranty Deed recorded in Official Records Book 15498, page 873, as affected by that certain instrument recorded in Official Records Book 26281, page 942, and as partially released and cancelled as to the Tennis Club by that certain instrument recorded in Official Records Book 37280, page 1185; and as affected by that certain Amendment and Termination of Restrictive Covenants and Conditions recorded in Official Records Book 46327, page 127 (as to Parcels III, IV and V)
- 48 Easement Agreement recorded in Official Records Book 15023, page 756, as amended in Official Records Book 16568, page 176. (as to Parcel IV)
- 49 Easement as set out and reserved in that certain instrument recorded in Official Records Book 6566, page 417. (as to Parcel IV)
- 50 Easement set forth and reserved in that certain instrument recorded in Official Records Book 8736, page 635. (as to Parcels V and VIII)
- 51 Non-Exclusive Irrigation Easement set forth and reserved in that certain instrument recorded in Official Records Book 13781, page 197. (as to Parcel III)
- 52 Matters appearing on the plot of PALM AIRE OAKS COURSE ESTATES 3RD SECTION, recorded in Plat Book 108, page 1. (as to Parcel III)
- 53 Terms and conditions of that certain unrecorded agreement regarding use of recreational facilities in the Palm Aire community by tenants in the Regency Apartments, as disclosed in that certain Special Warranty Deed recorded in Official Records Book 22722, page 802, as affected by that certain Termination of Right to Use Tennis Facilities recorded in Official Records Book JB959, page 1157. (as to Parcels III, IV and V)
- 54 Assignment of development rights recorded in Official Records Book 23116, page 446. (as to Parcels I to VIII)
- 55 Terms, conditions and easements set forth in that certain Maintenance and Easement Agreement recorded in Official Records Book 23116, page 473, as modified by that certain instrument recorded in Official Records Book 38397, page 1157. (as to Parcels I to VIII)

- 56 Terms, conditions and easements set forth in that certain Use and Access Agreement, a Memorandum of which was recorded in Official Records Book 23116, page 529; as affected by that certain Agreement recorded in Official Records Book 29199, page 1977; and as affected by that certain Lease Agreement and Modification of Amended and Restated Use and Access Agreement recorded in Official Records Book 38397, page 1151, and the terms and conditions thereof. (as to Parcels I to VIII)
- 57 Rights-of-way of public roads as now laid out and in use.
- 58 Easement granted to Edwin Mayor Bosley, Jr. and Linda Losey Bosley, for the construction, maintenance and replacement of a deck and/or boardwalk, recorded in Official Records Book 45323, page 748. (as to Parcel III)
- 59 Drainage Easement granted to Range at Palm Aire Holdings, LLLP, recorded in Official Records Book 45340, page 197. (as to Parcels III and VIII)
- 60 Rights of tenants, as tenants only, under those certain unrecorded leases as disclosed in Exhibit B attached hereto and made a part hereof.
- 61 Matters appearing on the plat of CLUB AT PALM AIRE, recorded in Plat Book 177, page 97, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A". (as to Parcel VIII)
- 62 Regional Park Impact Fee Agreement by and between Broward County and Range at Palm Aire Holdings, LLLP, recorded in Official Records Book 44664, page 586. (as to Parcel VIII)
- 63 Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 2350, page 535, as re-recorded in Official Records Book 2363, page 432. (as to Parcel VII)
- 64 Easement for Street Lights granted to the City of Pompano Beach by instrument recorded in Official Records Book 10426, page 846. (as to Parcel VII)
- 65 Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in Official Records Book 19277, page 270. (as to Parcel VII)
- 66 Affidavit containing an Agreement for Cable Television Service recorded in Official Records Book 19348, page 952, together with an Affidavit regarding same recorded in Official Records Book 22393, page 696. (as to Parcel VII)
- 67 Terms and conditions of that certain Temporary Easement Agreement dated November 18, 2011, by and between Range at Palm Aire Holdings LLLP, a Florida limited liability limited partnership, and Palm Aire Associates Limited Partnership, a Delaware limited partnership, recorded in Official Records Book 41824, page 1677. (as to Parcels III and V)
- 68 Matters as shown on that certain survey prepared by American Surveying and Mapping, Inc., as Drawing File Name 1093003 3703 Oaks Clubhouse Dr., Pompano Beach, FL.DWG

**Note:** All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**EXHIBIT "C" TO SPECIAL WARRANTY DEED**

**LEASES**

- 1) Lease with Can Am Golf, LLC
- 2) Lease with Palm Aire Golf Academy
- 3) Agreement with Toro Company

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**EXHIBIT "D" TO SPECIAL WARRANTY DEED**

**PARCEL I.D. NUMBERS:**

- 494204-00-0130
- 494204-00-0131
- 494204-00-0133
- 494204-00-0140
- 494204-00-0144
- 494204-00-0160
- 494204-00-0170
- 494204-00-0180
- 494204-00-0190
- 494204-00-0201
- 494204-00-0211
- 494204-00-0231
- 494204-00-0241
- 494204-00-0251
- 494204-00-0260
- 494204-00-0270
- 494204-00-0320
- 494204-00-0321
- 494204-00-0331
- 494204-00-0341
- 494204-02-0010
- 494205-00-0020
- 494205-00-0030
- 494205-00-0040
- 494205-00-0047
- 494205-00-0048
- 494205-04-0012
- 494205-04-0020

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**EXHIBIT 4**

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**Palm Aire  
Land Use Plan Amendment  
to Remove the Dashed Line**



April, 2025  
Prepared by City of Pompano Beach  
Department of Development Services





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## **EXHIBITS**

- Exhibit A Palm Aire Stipulated Settlement Agreement
- Exhibit B Future Land Use Element Text Amendment
- Exhibit C Legal Description
- Exhibit D Adopted and Proposed City Land Use Map
- Exhibit E Adopted County Land Use Map
- Exhibit F Water and Wastewater Service Provider Correspondence
- Exhibit G Solid Waste Service Provider Correspondence
- Exhibit H Drainage Service Provider Correspondence
- Exhibit I Parks Inventory
- Exhibit J Trip Generation
- Exhibit K Transit Provider Correspondence
- Exhibit L Historic and Archaeologic Resource Correspondence
- Exhibit M City of Pompano Beach West Wellfield Map



2. APPLICANT INFORMATION

- A. Name, title, address, telephone, facsimile number and e-mail of the applicant.

David L. Recor, ICMA-CM  
Development Services Director  
City of Pompano Beach  
Email: david.recor@copbfl.com

- B. Name, title, address, telephone, facsimile number and e-mail of the agent.

Jean E. Dolan, AICP, CFM  
Principal Planner  
City of Pompano Beach  
Development Services Department  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33060  
Email: jean.dolan@copbfl.com

- C. Name, title, address, telephone, facsimile number and e-mail of the property owner.

**Response:** The subject property has many owners, therefore, the City of Pompano Beach is the Applicant.

- D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs). Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.

**Response:** The distribution of residential units in Palm Aire has been governed by a court ordered "Stipulated Settlement Agreement" (SSA) since 1985 (**Exhibit A**). The City and County Comprehensive Plans already had this area designated as a dashed-line land use category with an irregular density of 7 dwelling units per gross acre prior to the adoption of the SSA. The 10,631 total dwelling units to be built in Palm Aire was also previously established by the developers of the area. At the time the SSA was approved by the courts, 6,420 of the units in Palm Aire (60% of the total) were already built. Though the court records from the 1985 action no longer exist, it can be surmised that the impetus for this court action was due to disagreements between the developers and the city regarding the appropriate density for each of the remaining development parcels in Palm Aire.

Since the SSA became effective in 1985, the remaining 4,211 units in Palm Aire have been allocated and all but 82 of those units have been built. The 82 unbuilt units are assigned in the SSA to a portion of Parcel "O" which is currently vacant and for-sale.

The purpose of this land use plan amendment application is to change the land use planning approach for Palm Aire from a dashed-line with a fixed number of units to a traditional land use

approach. This involves placing the appropriate land use designation on each development parcel that most closely matches the actual constructed density. Because the currently adopted residential land use categories provide for a range of densities and that density is based on gross acreage, the change in the land use methodology creates additional residential entitlements. To mitigate the increase in units caused by the requirement to use the “maximum” density in each land use category, the existing High 25-46 (City) land use category has been divided into two categories, High-1 being up to 36 du/acre and High-2 being up to 46 du/ac. The County’s High 50 land use category is assumed to remain the same on the County’s version of this land use plan which results in the net increase in units being higher on the County’s Plan than on the City’s Plan. The city plan will be the controlling document once it is recertified by the County. The City is processing a concurrent text amendment to the Plan Implementation Requirements in the Future Land Use Element to adopt this variation in the high land use category and to clarify how requests for redevelopment in Palm Aire will be reviewed. The text amendment is provided in **Exhibit B**.

This land use plan amendment only changes the land use categories for the residential parcels in Palm Aire. All commercial and recreational (most predominantly the remaining golf courses) land use designations are not being changed by this application or if they are changing, as they are for the two city fire stations and Brummer Park, for example, those changes reflect existing development and those infrastructure impacts are already being served. The infrastructure impact analysis, therefore, only includes the theoretical impacts of the additional residential units if the existing development parcels within Palm Aire are ever redeveloped up to the maximum gross density.

Only three parcels are being entitled that were not already entitled either by the SSA or a previous land use plan amendment (the golf course north of Atlantic Boulevard). These include the 11.97-acre MH 25 designated parcel (4942050047) which is known as the Oaks Country Club project and is currently requesting to use 39 moderate income restricted flex units and County Policy 2.16.3 for a 270-unit project; the 2.6-acre parcel (494204420010) which was previously granted 99 flex units; and the 2.43-acre Medium 16 designated parcel (494204020013) that was previously granted 40 flex units. These three properties are currently vacant.

### **3. AMENDMENT SITE DESCRIPTION**

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

**Response:** Palm Aire is north and south of Atlantic Boulevard and bounded on the west by the Florida Turnpike. South of Atlantic Boulevard, Palm Aire is between Powerline Road and the Turnpike and is generally north of McNab Road. North of Atlantic Boulevard, it is between NW 31<sup>st</sup> Avenue and the Turnpike and is generally south of the Golfview Mobile Home Park.

- B. Sealed survey, including legal description of the area proposed to be amended.

**Response:** The legal description of the Palm Aire dashed-line boundary is provided as **Exhibit C**.

C. Map at a scale clearly indicating the amendment’s location, boundaries and proposed land uses.

**Response:** A portion of the City’s Future Land Use map showing the property in its current and proposed land use scheme is provided as *Exhibit D*.

**4. EXISTING AND PROPOSED USES**

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and nonresidential uses must be included.

**Response:** The county land use map also has Palm Aire as a dashed line area with an irregular density of 7 du/ac as well as Commercial land use and Commercial Recreation land use. The County land use map allows for 10,748 total units. The proposed land use scheme for the county’s map is the same as the city map except the High 1 and High 2 land use categories on the city plan will remain as High 50 on the county’s land use plan. *See Exhibit E*.

The gross acreage by each land use category for both the city and county plans are shown below.

Residential Land Use Categories			
City Plan	Acres	County Plan	Acres
Low 1-5	123	Low 5	123
LM 5-10	104	LM 10	104
M 10-16	330	M16	330
MH 16-25	138	MH 25	138
H(1) 25-35	122	H 50	177
H(2) 35-46	54		
Total Residential	871		871
Commercial	33	Commercial	33
Recreation/CR	587	CR	587
Community Facility	4	Community	4
Primary Drainage	90	Primary Drainage	90
Total Nonresidential	714		714
Grand Total	1,585	Grand Total	1,585

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas.

**Response:** As noted in the response to section 2.D above, flexibility units have been issued to two parcels inside Palm Aire to date and are being considered for a third parcel (the Oaks Clubhouse project) which is currently subject to a legal challenge. These units are included in this proposed

land use plan amendment and the city would like to return all previously issued flex units to the city's flex pool once this amendment is approved. None of the three parcels associated with flex unit allocations have been developed to date.

C. Existing use of amendment site and adjacent areas.

**Response:**

**TABLE 1 - ADJACENT EXISTING USES AND CITY LAND USE MAP DESIGNATIONS**

	<b>North of the portion of Palm Aire north of Atlantic Blvd</b>	<b>South of McNab Road and the Pompano Canal</b>	<b>West of Palm Aire Boundary</b>	<b>East of Powerline Rd and west of NW 31<sup>st</sup> Avenue</b>
Existing Use	Mobile Home Park	Fort Lauderdale Residential/Pompano Industrial	Florida Turnpike/Coconut Creek	LIVE!/Commercial Uses
City Land Use Plan Designation	Low-Medium 10	Residential is in Fort Lauderdale/ Pompano land use is Industrial	NA	RAC/Commercial

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide each existing non-residential use square footage and existing dwelling unit count within the amendment area.

**Response:**

**TABLE 2 – CURRENT AND PROPOSED RESIDENTIAL ENTITLEMENTS**

<b>Residential</b>	<b>Existing County Plan</b>	<b>Existing City Plan</b>
Fixed Number of Units in Dashed Line	10,748	10,631

<b>Residential</b>	<b>Proposed County Plan</b>	<b>Proposed City Plan</b>
Units per Traditional Land Use Categories	19,196	17,150
Minus Fixed Number of Units	10,748	10,631
Net Increase in Residential Units	8,448	6,519

As noted in the response to 2.D, this land use plan amendment is not changing the land use entitlements for the nonresidential land uses in Palm Aire. Any change to the Commercial land use designation is to reflect the Community Facility land uses (the two Fire Stations) and the impacts from those facilities are already being served. The County can choose to keep those fire stations with a commercial land use if that is preferred. No new nonresidential land is being designated so no additional nonresidential entitlements are being created or analyzed with this amendment.

The net increase in units in Palm Aire is caused by the change from a fixed number of units to a traditional land use methodology where density is based on gross acreage. All of the roads, and

common areas (including nonprimary drainage like retention ponds) are now assigned a density which matches the density of the current development of the associated parcel. For these additional units to be built, major redevelopment of existing, primarily multi-family condo projects, would have to occur. Most of this net increase, therefore, is theoretical and is unlikely to be built in the foreseeable future without a catastrophic natural or economic event.

- E. Maximum allowable development per local government adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations/ for each non-residential use and/or dwelling unit count.

**Response:** See response above.

## **5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES**

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

### **A. Potable Water Analysis**

- 1. Provide the potable water level of service per the adopted and certified local land use plan, indicating the adoption date of the 10 Year Water Supply Facilities Work Plan.

**Response:** Potable Water Subelement Level of Service:

Objective 07A.02.00 – Level of Service

The City of Pompano Beach shall maintain the level of service standard of 161 or less gallons per capita per day; the BCWWS District 1 LOS is 112 gpcpd and the BCWWS District 2 LOS is 96 gpcpd.

The 10 Year Water Supply Facilities Work Plan is dated October 2020 and is available for download at the following link: [Pompanobeachfl.gov/compmap/WaterSupplyPlan2020](http://Pompanobeachfl.gov/compmap/WaterSupplyPlan2020)

- 2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the well field serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

**Response:** The majority of the city is provided with potable water from the city's water system. The city's Lime Softening Plant (40 MGD) and Membrane Plant (10 MGD) have a total design capacity of 50 MGD and a 2024 finished water demand of approximately 15.03 MGD.

The city's Water Use Permit with the SFWMD, valid through the year 2065, provides for 19.75 MGD withdrawal (2 MGD was purchased from the C-51 Reservoir). The total raw water withdrawn in 2024 was 16.02 MGD leaving 3.73 MGD (19% of permitted withdrawal) for future growth.

The city began operating a Water Reuse Facility in 1989. The initial reuse capacity was 2.5 MGD utilizing effluent removed from the Broward County North Regional Wastewater Plant outfall pipe prior to discharge. The city completed an expansion of the Reuse Facility to 7.5 MGD capacity in 2002.

- Identify the net impact on potable water demand, based on adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

**Response:**

**TABLE 3 - POTABLE WATER DEMAND - CURRENT RESIDENTIAL ENTITLEMENTS**

Land Use	Fixed # of Units	Multiplier GPD/Unit*	Adopted Land Use GPD
City MF Residential	10,631	250	2,657,750
County MF Residential	10,748	250	2,687,000

\* GPD Multiplier Based On Broward County Environmental Protection Agency: A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application.

**TABLE 4 - POTABLE WATER DEMAND – PROPOSED NET NEW ENTITLEMENTS**

Land Use	# of Net New Units	Multiplier GPD/Unit*	Proposed Net New Land Use GPD
City MF Residential	6,519	250	1,629,750
County MF Residential	8,448	250	2,112,000

\* GPD Multiplier Based On Broward County Environmental Protection Agency: A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application.

- Correspondence from potable water provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

**Response:** The email verifying the above information is provided in *Exhibit F*.

**B. Sanitary Sewer Analysis**

- Provide the sanitary sewer level of service per the adopted and certified local land use plan.

**Response:** The level of services from the City’s adopted Comprehensive Plan (2020) is as follows:

Sanitary Sewer Sub-Element Objective 06.02.00 – Level of Service

The following level of service standards shall be the minimum levels of service standards for the providers of sanitary sewer services within the city limits of the City of Pompano Beach.

Pompano Beach: 17 million gallons per day in Treatment Design Capacity  
14.68 million gallons used per day in 2018

Broward County: 95.000 million gallons per day in Treatment Design Capacity  
70.500 million gallons used per day in 2018

- Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding source.

**Response:** The City of Pompano Beach provides for sanitary sewer collection only. The City’s collection system consists of gravity lines, pump stations and force mains. Wastewater collection lines are continually being updated throughout the city as needed.

All wastewater collected is pumped to the Broward County North District Regional Wastewater Treatment Plant, which is located within the city. The County Plant receives wastewater from Pompano, as well as other municipalities. The plant has a licensed treatment capacity of 95 MGD, of which 87.015 MGD has been reserved by the County and large users, including the City of Pompano Beach. The County predicts the plant has available capacity to serve demand through 2035.

The city has a Large User Agreement with Broward County to provide treatment for 17 million gallons per day of sanitary sewer flow at the North Regional Wastewater Treatment Plant (NRWTP). This is equal to less than 18% of the NRWTP treatment capacity.

The City’s average daily demand in 2024 was 13.8 million gallons per day, which is 81% of Pompano’s reserved capacity. This leaves 3.2 MGD for future growth.

- Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

**Response: TABLE 5 - WASTEWATER DEMAND - ADOPTED ENTITLEMENTS**

Residential Land Use	Fixed # of Units	Multiplier GPD*	Adopted Land Use GPD
City Plan Residential	10,631	250	2,657,750
County Plan Residential	10,748	250	2,687,000

\* GPD Multiplier Based On Broward County Environmental Protection Agency: A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application.

**TABLE 6 - WASTEWATER DEMAND – PROPOSED NET NEW ENTITLEMENTS**

Residential Land Use	Net New # of Units	Multiplier GPD*	Proposed Land Use GPD
City MF Residential	6,519	250	1,629,750
County MF Residential	8,448	250	2,112,000

\* GPD Multiplier Based On Broward County Environmental Protection Agency: A Consulting Engineer's Guide for a Wastewater Collection/Transmission System Construction License Application.

- Correspondence from sanitary sewer provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.



information of party providing verification.

**Response:** The email verifying the above information is provided in *Exhibit G*.

#### **D. Drainage Analysis**

1. Provide the drainage level of service per the adopted and certified local land use plan.

**Response:** Broward County Environmental Protection and Growth Management Department reviews and approves all stormwater plans within the city to ensure that level of service standards are being met. The city has adopted the following level of service standards for stormwater per the South Florida Water Management District requirements:

25-Year Frequency

72-Hour Duration for allowable discharge

10-year frequency storm

24-hour duration for the minimum road crown elevation

100-year frequency storm

24-hour duration for minimum finished floor elevation

These regulatory requirements are applied to all new and redevelopment projects, thereby maintaining consistency with the level of service standards for stormwater.

2. Identify the drainage district and drainage systems serving the amendment area.

**Response:** The amendment area is located within the jurisdiction of the South Florida Water Management District. The primary drainage system that serves the city is comprised of drainage canals, water control facilities, and surface lakes. The primary drainage system is maintained and operated by the South Florida Water Management District. The primary drainage system discharges excess storm water from storm events into the Atlantic Ocean via the Intracoastal Waterway. The primary drainage system also provides recharge of the Biscayne Aquifer, the primary raw water source. The secondary drainage system that serves the city is comprised of drainage pipe, catch basin inlets, manholes, control structures, exfiltration trench, and retention areas. The secondary drainage system is maintained and operated by the City of Pompano Beach. The secondary drainage system discharges excess storm water from storm events into the primary drainage system.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

**Response:** The City of Pompano Beach completed a Citywide Stormwater Management Master Plan (SWMMP) in 2013. The SWMMP includes a list of recommended stormwater capital improvement projects throughout the city. There are no improvements identified for Palm Aire.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

**Response:** Palm Aire has multiple permits for drainage that cover the entire 1,585 acres. If redevelopment occurs, the permits for the specific area being redeveloped will be identified and reviewed and submitted for any necessary modifications.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one percent chance flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

**Response:** There are no known drainage deficiencies in Palm Aire which has both significant pervious area (the golf courses) and the city's raw water wellfield which lowers groundwater levels.

Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

**Response:** The email verifying the above information is provided in *Exhibit H*.

#### **E. Recreation and Open Space Analysis**

1. Provide the recreation level of service per the adopted and certified local land use plan.

**Response:** The city's level of service standard for parks is 5 acres per 1,000 residents. The city has enough park land to meet this standard for the projected population beyond the current planning horizon of 2040. If the entire additional density being created in Palm Aire is built, the city would eventually need to add additional park land to meet the 5-acre per thousand level of service sometime between 2040 and "buildout".

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

**Response:** See *Exhibit I*.

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

**Response:** The net impact on the county's 3-acre per 1,000 LOS based on full buildout of the

8,448 net new units created as a result of changing the land use methodology in Palm Aire is 61 acres ( $8,448 \times 2.39 \text{ pph} = 20,191 \text{ people} \times 3 \text{ ac}/1000 = 61 \text{ acres}$ ). Per the buildout population calculation in the Park Inventory in Exhibit I, the city would need 550.2 total acres of park land to meet the 3-acre per 1,000 LOS and the city currently has 609.8 acres as “discounted” by the county. The city actually has 776.13 acres of park land when 100% of the golf course is included in the total as it is when the city calculates our local LOS of 5-acres/1,000.

4. Identify the projected “community parks” acreage needs based on the local government’s projected buildout population.

**Response:** “Buildout” population is a theoretical number based on total redevelopment of the residential neighborhoods on the land use map to full density and may never be realized, particularly in Palm Aire. The Comprehensive Plan only requires parks to meet the adopted level of service standard up to the current planning horizon of 2040 which is not changed by this land use plan amendment. That said, the “buildout” population of Pompano, when the 6,519 net new units in the land use plan amendment are added, is 183,299 which makes the city park need 916 acres by this unknown buildout date (the city currently has 776 acres of “undiscounted” park land) and the county park need per the 3-acres per 1,000 standard, approximately 550 acres. The county’s buildout park demand estimate for Pompano is still being met based on the city’s current parks inventory as qualified and discounted by the county (see the most recent parks inventory for Pompano dated January, 2025 provided in *Exhibit I*).

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5. (a. through e.) regarding the provision of open space.

**Response:** Both the city and county parks and recreation level of service standards will continue to be met through the 2040 planning horizon after the land use planning method in Palm Aire is revised as proposed in this amendment. Park concurrency is measured by the city at time of site plan approval so if there is ever an approaching park-land deficiency, the city will address it at time of site plan for the redevelopment parcel in question.

#### **F. Traffic Circulation Analysis**

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volume, and current level of service for each roadway.

**Response:** Major roadways serving the amendment site include:

- Rock Island Road
- Florida’s Turnpike
- SR 7
- NW 31 Avenue
- Lyons Road

- Oakland Park Boulevard
- Prospect Road
- NW 21 Avenue
- SR A1A (S Ocean Drive)
- Commercial Boulevard
- Powerline Road
- McNab Road
- Cypress Creek Road
- NW 62 Street
- I-95
- Atlantic Boulevard
- Coconut Creek Parkway
- Dixie Highway
- Copans Road
- Sample Road

The level of service standards maintained by Broward County and the City of Pompano Beach are summarized below.

***Broward County***

Per BrowardNEXT2.0 Comprehensive Plan Policy T2.4.2, the level of service standard for all roadways within the impact area is LOS D for long range planning purposes.

***City of Pompano Beach***

The City of Pompano Beach recognizes the County's LOS D standards in their adopted Comprehensive Plan.

In addition, the level of service standard, corresponding service volumes, existing (2020) daily and peak hour volume and existing (2020) level of service for the surrounding roadway network are summarized in **Table 9**. Note that existing (2020) traffic volumes utilized in the analysis represent the latest available traffic volumes from the Broward County Metropolitan Planning Organization's (MPO) Level of Service Spreadsheet-2020.

**Table 9: Existing (2020) Peak Hour and Daily Conditions LOS Analysis**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	2020 Peak Hour Volume	2020 Peak Hour LOS	Maximum Daily Service Volume	2020 Daily Volume	2020 Daily LOS
Rock Island Road	N of Commercial Boulevard	4LA	3,401	2,803	C	37,810	29,500	C
Rock Island Road	N of McNab Road	4LA	3,401	2,755	C	37,810	29,000	C
Florida's Turnpike	N of Commercial Boulevard	8LA	10,220	10,042	D	123,600	105,700	D
Florida's Turnpike	N of Atlantic Boulevard	6LA	10,220	8,341	D	123,600	87,800	C
SR 7	N of Bailey Road	6LA	5,390	4,180	C	59,900	44,000	C
SR 7	N of NW 62 Street	6LA	5,390	4,180	C	59,900	44,000	C
SR 7	N of Southgate Boulevard	6LA	5,390	4,845	C	59,900	51,000	C
SR 7	N of Atlantic Boulevard	6LA	4,500	4,798	F	50,000	50,500	E
NW 31 Avenue	N of NW 19 Street	6LA	4,851	3,088	C	53,910	32,500	C
NW 31 Avenue	N of Oakland Park Boulevard	6LA	4,851	2,328	C	53,910	24,500	C
NW 31 Avenue	N of Commercial Boulevard	6LA	4,851	2,328	C	53,910	24,500	C
NW 31 Avenue	N of Prospect Road	6LA	4,851	2,518	C	53,910	26,500	C
Lyons Road	N of Cypress Creek Road	6LA	4,851	2,375	C	53,910	25,000	C
Oakland Park Boulevard	E of SR 7	6LA	5,390	5,320	D	59,900	56,000	C
Lyons Road	N of McNab Road	4LA	3,222	2,280	C	35,820	24,000	C
Oakland Park Boulevard	E of SW 31 Avenue	6LA	5,390	5,130	C	59,900	54,000	C
Lyons Road	N of NW 6 Mr	4LA	3,222	1,634	C	35,820	17,200	C
Oakland Park Boulevard	E of I-95	6LA	4,500	5,178	F	50,000	54,500	F
Lyons Road	N of Coconut Creek Parkway	4LA	3,222	2,850	C	35,820	30,000	C
Lyons Road	N of Copans Road	4LA	3,222	3,373	F	35,820	35,500	D
Lyons Road	N of Sample Road	6LA	4,851	3,088	C	53,910	32,500	C
Prospect Road	S of Commercial Boulevard	4LA	3,401	1,482	C	37,810	15,600	C
NW 21 Avenue	N of Oakland Park Boulevard	2LA	1,197	1,596	F	13,320	16,800	F
SR-A1A (S Ocean Drive)	N of Hallandale Beach	2LA	1,197	3,420	C	13,320	5,400	C
Commercial Boulevard	E of SR 7	6LA	5,390	4,845	C	59,900	51,000	C
Commercial Boulevard	E of NW 21 Avenue	6LA	5,390	5,035	C	59,900	53,000	C
Commercial Boulevard	E of I-95	6LA	5,390	4,180	C	59,900	44,000	C

**Table 9: Existing (2020) Peak Hour and Daily Conditions LOS Analysis (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	2020 Peak Hour Volume	2020 Peak Hour LOS	Maximum Daily Service Volume	2020 Daily Volume	2020 Daily LOS
Powerline Road	N of Oakland Park Boulevard	6LA	5,390	2,423	C	59,900	25,500	C
Powerline Road	N of Prospect Road	6LA	5,390	2,660	C	59,900	28,000	C
Powerline Road	N of Commercial Boulevard	6LA	5,390	3,278	C	59,900	34,500	C
Powerline Road	N of Cypress Creek Road	6LA	5,390	3,705	C	59,900	39,000	C
Powerline Road	N of Atlantic Boulevard	6LA	5,390	3,563	C	59,900	37,500	C
Powerline Road	N of Copans Road	6LA	5,390	3,278	C	59,900	34,500	C
McNab Road	E of SW 81 Avenue	6LA	5,390	3,230	C	59,900	34,000	C
McNab Road	E of Rock Island Road	6LA	5,390	3,563	C	59,900	37,500	C
Cypress Creek Road	E of SR 7	6LA	5,390	3,468	C	59,900	36,500	C
NW 62 Street	E of SW 31 Avenue	6LA	5,390	4,133	C	59,900	43,500	C
McNab Road	E of SW 31 Avenue	4LA	3,401	1,577	C	37,810	16,600	C
McNab Road	E of Powerline Road	6LA	5,121	1,150	C	56,905	12,100	C
McNab Road	E of Military Trail	6LA	5,121	827	C	56,905	8,700	C
I-95	N of Cypress Creek Road	10LA	13,620	19,950	F	164,200	210,000	F
I-95	N of Atlantic Boulevard	10LA	13,620	19,950	F	164,200	210,000	F
Atlantic Boulevard	E of Riverside Drive	6LA	5,390	2,898	C	59,900	30,500	C
Atlantic Boulevard	E of Rock Island Road	6LA	4,500	4,750	F	50,000	50,000	D
Atlantic Boulevard	E of SR 7	6LA	5,390	5,035	C	59,900	53,000	C
Atlantic Boulevard	E of Lyons Road	6LA	5,390	4,608	C	59,900	48,500	C
Atlantic Boulevard	E of Florida Turnpike	6LA	5,390	4,608	C	59,900	48,500	C
Atlantic Boulevard	E of Powerline Road	6LA	5,390	4,655	C	59,900	49,000	C
Atlantic Boulevard	E of I-95	6LA	5,390	5,273	D	59,900	55,500	C
Coconut Creek Parkway	E of SR 7	4LA	2,920	1,615	D	32,400	17,000	D
Coconut Creek Parkway	E of Lyons Road	4LA	2,920	1,520	D	32,400	16,000	D
Dixie Highway	N of NE 38 Street	4LA	3,580	2,280	C	39,800	24,000	C
Dixie Highway	N of Commercial Boulevard	4LA	3,580	1,919	C	39,800	20,200	C
Dixie Highway	N of McNab Road	6LA*	5,400	2,423	B	60,000	25,500	B

Copans Road	E of SR 7	4LA	3,401	2,708	C	37,810	28,500	C
<b>Table 9: Existing (2020) Peak Hour and Daily Conditions LOS Analysis (Continued)</b>								
<b>Roadway</b>	<b>Segment</b>	<b>Existing Lanes</b>	<b>Maximum Peak Hour Service Volume</b>	<b>2020 Peak Hour Volume</b>	<b>2020 Peak Hour LOS</b>	<b>Maximum Daily Service Volume</b>	<b>2020 Daily Volume</b>	<b>2020 Daily LOS</b>
Copans Road	E of Lyons Road	4LA	3,401	2,660	C	37,810	28,000	C
Copans Road	E of Blount Road	6LA	5,121	2,803	C	56,905	29,500	C
Copans Road	E of Powerline Road	6LA	5,121	3,563	C	56,905	37,500	C
Sample Road	E of SR 7	6LA	5,390	5,748	F	59,900	60,500	F
Sample Road	E of Lyons Road	6LA	5,390	4,988	C	59,900	52,500	C
Lyons Road	N of Atlantic Boulevard	6LA	4,851	1,634	C	53,910	17,200	C

Note: \* Capacity was determined from the MPO Level of Service Spreadsheet-2020 when the roadway was a 6-lane divided roadway, therefore, those values are reflected in the analysis. The roadway is currently a 4-lane divided roadway.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the short (2025) and long term (2040) planning horizons. Please utilize average daily traffic volumes and PM peak hour traffic volume Broward County Metropolitan Planning Organization plans and projections.

**Response:**

The projected level of service for long-term (2045) projected level of service was determined using 2045 traffic volume forecasts obtained from the Broward County MPO's *Level of Service Spreadsheet-2020*. The level of service for the long-term planning horizon is summarized in **Table 10**. Note that a short-term (2025) analysis was not conducted given that 2025 is the current year and updated MPO's data is not available.

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**Table 10: Long-Term 2045 LOS Analysis**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	2045 Peak Hour Volume	2045 Peak Hour LOS	Maximum Daily Service Volume	2045 Daily Volume	2045 Daily LOS
Rock Island Road	N of Commercial Boulevard	4LA	3,401	3,553	F	37,810	37,400	D
Rock Island Road	N of McNab Road	4LA	3,401	3,829	F	37,810	40,300	F
Florida's Turnpike	N of Commercial Boulevard	8LA	13,620	14,659	E	164,200	154,300	D
Florida's Turnpike	N of Atlantic Boulevard	6LA	10,220	12,816	F	123,600	134,900	F
SR 7	N of Bailey Road	6LA	5,390	6,413	F	59,900	67,500	F
SR 7	N of NW 62 Street	6LA	5,390	6,413	F	59,900	68,100	F
SR 7	N of Southgate Boulevard	6LA	5,390	7,277	F	59,900	76,600	F
SR 7	N of Atlantic Boulevard	6LA	4,500	7,277	F	50,000	76,600	F
NW 31 Avenue	N of NW 19 Street	6LA	4,851	3,572	C	53,910	37,600	C
NW 31 Avenue	N of Oakland Park Boulevard	6LA	4,851	3,401	C	53,910	35,800	C
NW 31 Avenue	N of Commercial Boulevard	6LA	4,851	3,401	C	53,910	35,800	C
NW 31 Avenue	N of Prospect Road	6LA	4,851	5,957	F	53,910	62,700	F
Lyons Road	N of Cypress Creek Road	6LA	4,851	5,852	F	53,910	61,600	F
Oakland Park Boulevard	E of SR 7	6LA	5,390	6,593	F	59,900	69,400	F
Lyons Road	N of McNab Road	4LA	3,222	4,798	F	35,820	50,500	F
Oakland Park Boulevard	E of SW 31 Avenue	6LA	5,390	6,460	F	59,900	68,000	F
Lyons Road	N of NW 6 Mr	4LA	3,222	3,658	F	35,820	38,500	F
Oakland Park Boulevard	E of I-95	6LA	4,500	6,612	F	50,000	69,600	F
Lyons Road	N of Coconut Creek Parkway	4LA	3,222	3,420	F	35,820	36,000	F
Lyons Road	N of Copans Road	4LA	3,222	4,380	F	35,820	46,100	F
Lyons Road	N of Sample Road	6LA	4,851	4,218	C	53,910	44,400	C
Prospect Road	S of Commercial Boulevard	4LA	3,401	3,382	D	37,810	35,600	C
NW 21 Avenue	N of Oakland Park Boulevard	2LA	2,628	3,240	F	29,160	34,100	F
SR-A1A (S Ocean Drive)	N of Hallandale Beach	2LA	1,197	4,076	D	13,320	12,400	D
Commercial Boulevard	E of SR 7	6LA	5,390	6,251	F	59,900	65,800	F
Commercial Boulevard	E of NW 21 Avenue	6LA	5,390	5,843	F	59,900	61,500	F
Commercial Boulevard	E of I-95	6LA	5,390	5,700	F	59,900	60,000	F

**Table 10: Long-Term 2045 LOS Analysis (Continued)**

Roadway	Segment	Existing Laneage	Maximum Peak Hour Service Volume	2045 Peak Hour Volume	2045 Peak Hour LOS	Maximum Daily Service Volume	2045 Daily Volume	2045 Daily LOS
Powerline Road	N of Oakland Park Boulevard	6LA	5,390	5,463	C	59,900	57,500	C
Powerline Road	N of Prospect Road	6LA	5,390	4,199	C	59,900	44,200	C
Powerline Road	N of Commercial Boulevard	6LA	5,390	6,261	C	59,900	65,900	C
Powerline Road	N of Cypress Creek Road	6LA	5,390	6,280	C	59,900	66,100	C
Powerline Road	N of Atlantic Boulevard	6LA	5,390	4,845	C	59,900	51,000	C
Powerline Road	N of Copans Road	6LA	5,390	4,959	C	59,900	52,200	C
McNab Road	E of SW 81 Avenue	6LA	5,390	5,292	D	59,900	55,700	C
McNab Road	E of Rock Island Road	6LA	5,390	6,099	F	59,900	64,200	F
Cypress Creek Road	E of SR 7	6LA	5,390	6,280	F	59,900	66,100	F
NW 62 Street	E of SW 31 Avenue	6LA	5,390	5,928	F	59,900	62,400	F
McNab Road	E of SW 31 Avenue	4LA	3,401	3,354	D	37,810	35,300	C
McNab Road	E of Powerline Road	6LA	3,401	2,472	C	37,810	26,020	C
McNab Road	E of Military Trail	6LA	5,121	2,717	C	56,905	28,600	C
I-95	N of Cypress Creek Road	10LA	13,620	32,452	F	164,200	341,600	F
I-95	N of Atlantic Boulevard	10LA	13,620	31,559	F	164,200	332,200	F
Atlantic Boulevard	E of Riverside Drive	6LA	5,390	5,073	C	59,900	53,400	C
Atlantic Boulevard	E of Rock Island Road	6LA	4,500	3,924	D	50,000	41,300	D
Atlantic Boulevard	E of SR 7	6LA	5,390	6,052	F	59,900	63,700	F
Atlantic Boulevard	E of Lyons Road	6LA	5,390	5,900	F	59,900	62,100	F
Atlantic Boulevard	E of Florida Turnpike	6LA	5,390	6,603	F	59,900	69,500	F
Atlantic Boulevard	E of Powerline Road	6LA	5,390	7,296	F	59,900	76,800	F
Atlantic Boulevard	E of I-95	6LA	5,390	6,289	F	59,900	66,200	F
Coconut Creek Parkway	E of SR 7	4LA	2,920	3,202	F	32,400	33,700	E
Coconut Creek Parkway	E of Lyons Road	4LA	2,920	2,907	D	32,400	30,600	D
Dixie Highway	N of NE 38 Street	4LA	3,580	3,905	F	39,800	41,100	F
Dixie Highway	N of Commercial Boulevard	4LA	3,580	3,325	C	39,800	35,000	C
Dixie Highway	N of McNab Road	6LA*	5,400	4,475	C	60,000	47,100	C

Copans Road	E of SR 7	4LA	3,401	3,829	F	37,810	40,300	F
<b>Table 10: Long-Term 2045 LOS Analysis (Continued)</b>								
<b>Roadway</b>	<b>Segment</b>	<b>Existing Laneage</b>	<b>Maximum Peak Hour Service Volume</b>	<b>2045 Peak Hour Volume</b>	<b>2045 Peak Hour LOS</b>	<b>Maximum Daily Service Volume</b>	<b>2045 Daily Volume</b>	<b>2045 Daily LOS</b>
Copans Road	E of Lyons Road	4LA	3,401	5,026	F	37,810	52,900	F
Copans Road	E of Blount Road	6LA	5,121	5,178	F	56,905	54,500	C
Copans Road	E of Powerline Road	6LA	5,121	6,498	F	56,905	68,400	F
Sample Road	E of SR 7	6LA	5,390	4,636	C	53,500	48,800	C
Sample Road	E of Lyons Road	6LA	5,390	5,187	C	53,500	54,600	F
Lyons Road	N of Atlantic Boulevard	6LA	4,851	3,658	C	53,910	38,500	C

Note: \* Capacity was determined from the MPO Level of Service Spreadsheet-2020 when the roadway was a 6-lane divided roadway, therefore, those values are reflected in the analysis. The roadway is currently a 4-lane divided roadway.

3. Planning council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment – calculate anticipated average daily traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network and identify the resulting level of service change for the short (5 year) and long-range planning horizons.

**Response:** The trip generation analysis was conducted using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition for the current and proposed land use designations. The existing land use designation allows for a maximum of 1,479 single-family detached housing units, 5,219 multifamily housing low-rise units, 1,660 multifamily housing mid-rise units, and 2,120 multifamily housing high-rise units. The proposed amendment includes 2,710 single-family detached housing units, 9,562 multifamily housing low-rise units, 3,040 multifamily housing mid-rise units, and 3,884 multifamily housing high-rise units.

The trip generation potential for the site and for the proposed land use designation was determined using ITE land use code (LUC) 210 (Single-Family Detached Housing), LUC 220 (Multifamily Housing [Low-Rise]), LUC 221 (Multifamily Housing [Mid-Rise]), LUC 222 (Multifamily Housing [High-Rise]).

The proposed amendment is expected to generate 25,012 more inbound trips and 25,012 more outbound trips, resulting in a total increase of 50,024 trips daily, and 2,392 more inbound trips and 1,431 more outbound trips, resulting in a total increase of 3,823 trips during the P.M. peak hour. A summary of the trip generation rates and calculations is presented in **Table 11**. Detailed trip generation calculations are presented in Exhibit J.

<b>Land Use Code</b>		<b>ITE Code</b>	<b>Scale</b>	<b>Daily Trips</b>	<b>P.M. Peak Hour Trips</b>
Existing	Single-Family Detached Housing	210	1,479 dwelling units	12,030	1,250
	Multifamily Housing (Low-Rise)	220	5,219 dwelling units	33,530	2,265
	Multifamily Housing (Mid-Rise)	221	1,660 dwelling units	7,872	648
	Multifamily Housing (High-Rise)	222	2,120 dwelling units	8,348	574
	<i>Subtotal</i>			61,780	4,737
Proposed	Single-Family Detached Housing	210	2,710 dwelling units	21,002	2,209
	Multifamily Housing (Low-Rise)	220	9,562 dwelling units	61,368	4,132
	Multifamily Housing (Mid-Rise)	221	3,040 dwelling units	14,454	1,186
	Multifamily Housing (High-Rise)	222	3,884 dwelling units	14,980	1,033
	<i>Subtotal</i>			111,804	8,560
<b>Net New Total Trips</b>				<b>50,024</b>	<b>3,823</b>

External amendment traffic was distributed to the surrounding roadway network based on a select zone analysis performed utilizing the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM).

It is expected that 34 percent (34%) of project traffic will access the site to/from the north, 28 percent (28%) of project traffic will access the site to/from the south, 14 percent (14%) of project traffic will access the site to/from the east, and 24 percent (24%) of project traffic will access the site to/from the west. The FSUTMS SERPM output of the external amendment traffic distribution is contained in Exhibit J.

Impacts to the surrounding roadway network were evaluated to identify specific links that would be both significantly and adversely impacted as a result of the increase in project traffic associated with the proposed land use plan amendment. Links were considered to be significantly impacted if the proposed land use amendment contributed net new external trips in excess of 3.0 percent (3.0%) of the roadway's maximum service volume reported in the Broward County MPO's Level of Service Spreadsheet-2020. This approach is consistent with the current methodology for impact determination used by the Broward County Planning Council. Significantly impacted links were considered to be adversely impacted when the total traffic volume reported for the horizon year exceeded the maximum service volume reported for the appropriate level of service standard. The long-term (2045) analysis is summarized in **Table 12**.

Based on the analyses performed, 18 roadway segments will be adversely impacted in the long-term (2045) by the amendment. Comparing the roads with LOS E or F with and without the project shows only one additional segment (McNab Road east of SW 31<sup>st</sup> Avenue) fails with full buildout of this amendment.

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**Table 12: 2045 Peak Hour Significance Calculations**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
Rock Island Road	N of Commercial Boulevard	4LA	3,401	1.07%	3,553	F	1%	38	1.2%	No	3,591	No
Rock Island Road	N of McNab Road	4LA	3,401	1.56%	3,829	F	0%	0	0.0%	No	3,829	No
Florida's Turnpike	N of Commercial Boulevard	8LA	13,620	1.84%	14,659	E	3%	115	1.0%	No	14,774	No
Florida's Turnpike	N of Atlantic Boulevard	6LA	10,220	2.15%	12,816	F	0%	0	0.0%	No	12,816	No
SR 7	N of Bailey Road	6LA	5,390	2.14%	6,413	F	1%	38	0.7%	No	6,451	No
SR 7	N of NW 62 Street	6LA	5,390	2.14%	6,413	F	0%	0	0.0%	No	6,413	No
SR 7	N of Southgate Boulevard	6LA	5,390	2.01%	7,277	F	2%	76	1.5%	No	7,353	No
SR 7	N of Atlantic Boulevard	6LA	4,500	2.07%	7,277	F	2%	76	3.7%	Yes	7,353	Yes
NW 31 Avenue	N of NW 19 Street	6LA	4,851	0.63%	3,572	C	3%	115	2.4%	No	3,687	No
NW 31 Avenue	N of Oakland Park Boulevard	6LA	4,851	1.84%	3,401	C	4%	153	3.2%	Yes	3,554	No

**Table 12: 2045 Peak Hour Significance Calculations (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
NW 31 Avenue	N of Commercial Boulevard	6LA	4,851	1.84%	3,401	C	9%	344	7.3%	Yes	3,745	No
NW 31 Avenue	N of Prospect Road	6LA	4,851	5.46%	5,957	F	10%	382	8.1%	Yes	6,339	Yes
Lyons Road	N of Cypress Creek Road	6LA	4,851	5.86%	5,852	F	12%	459	9.7%	Yes	6,311	Yes
Oakland Park Boulevard	E of SR 7	6LA	5,390	0.96%	6,593	F	0%	0	0.0%	No	6,593	No
Lyons Road	N of McNab Road	4LA	3,222	4.42%	4,798	F	0%	0	0.0%	No	4,798	No
Oakland Park Boulevard	E of SW 31 Avenue	6LA	5,390	1.04%	6,460	F	1%	38	0.7%	No	6,498	No
Lyons Road	N of NW 6 Mr	4LA	3,222	4.95%	3,658	F	5%	191	6.2%	Yes	3,849	Yes
Oakland Park Boulevard	E of I-95	6LA	4,500	1.11%	6,612	F	0%	0	0.0%	No	6,612	No
Lyons Road	N of Coconut Creek Parkway	4LA	3,222	0.80%	3,420	F	4%	153	5.0%	Yes	3,573	Yes

**Table 12: 2045 Peak Hour Significance Calculations (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
Lyons Road	N of Copans Road	4LA	3,222	1.19%	4,380	F	3%	115	3.7%	Yes	4,495	Yes
Lyons Road	N of Sample Road	6LA	4,851	1.46%	4,218	C	3%	115	2.4%	No	4,333	No
Prospect Road	S of Commercial Boulevard	4LA	3,401	5.13%	3,382	D	1%	38	1.2%	No	3,420	No
NW 21 Avenue	N of Oakland Park Boulevard	2LA	2,628	4.12%	3,240	F	1%	38	6.4%	Yes	3,278	Yes
SR-A1A (S Ocean Drive)	N of Hallandale Beach	2LA	1,197	0.77%	4,076	D	13%	497	83.7%	Yes	4,573	Yes
Commercial Boulevard	E of SR 7	6LA	5,390	1.16%	6,251	F	0%	0	0.0%	No	6,251	No
Commercial Boulevard	E of NW 21 Avenue	6LA	5,390	0.64%	5,843	F	5%	191	3.6%	Yes	6,034	Yes
Commercial Boulevard	E of I-95	6LA	5,390	1.45%	5,700	F	0%	0	0.0%	No	5,700	No
Powerline Road	N of Oakland Park Boulevard	6LA	5,390	5.02%	5,463	C	4%	153	2.9%	No	5,616	No

**Table 12: 2045 Peak Hour Significance Calculations (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
Powerline Road	N of Prospect Road	6LA	5,390	2.31%	4,199	C	6%	229	4.4%	Yes	4,428	No
Powerline Road	N of Commercial Boulevard	6LA	5,390	3.64%	6,261	F	14%	535	10.2%	Yes	6,796	Yes
Powerline Road	N of Cypress Creek Road	6LA	5,390	2.78%	6,280	C	18%	688	13.1%	Yes	6,968	Yes
Powerline Road	N of Atlantic Boulevard	6LA	5,390	1.44%	4,845	C	7%	268	5.1%	Yes	5,113	No
Powerline Road	N of Copans Road	6LA	5,390	2.05%	4,959	C	3%	115	2.2%	No	5,074	No
McNab Road	E of SW 81 Avenue	6LA	5,390	2.55%	5,292	D	4%	153	2.9%	No	5,445	No
McNab Road	E of Rock Island Road	6LA	5,390	2.85%	6,099	F	5%	191	3.6%	Yes	6,290	Yes
Cypress Creek Road	E of SR 7	6LA	5,390	3.24%	6,280	F	7%	268	5.1%	Yes	6,548	Yes
NW 62 Street	E of SW 31 Avenue	6LA	5,390	1.74%	5,928	F	1%	38	0.7%	No	5,966	No
McNab Road	E of SW 31 Avenue	4LA	3,401	4.51%	3,354	D	11%	421	12.9%	Yes	3,775	Yes
McNab Road	E of Powerline Road	6LA	3,401	4.60%	2,472	C	7%	268	8.2%	Yes	2,740	No

**Table 12: 2045 Peak Hour Significance Calculations (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
McNab Road	E of Military Trail	6LA	5,121	9.14%	2,717	C	6%	229	4.6%	Yes	2,946	No
I-95	N of Cypress Creek Road	10LA	13,620	2.51%	32,452	F	0%	0	0.0%	No	32,452	No
I-95	N of Atlantic Boulevard	10LA	13,620	2.33%	31,559	F	4%	153	1.4%	No	31,712	No
Atlantic Boulevard	E of Riverside Drive	6LA	5,390	3.00%	5,073	C	4%	153	2.9%	No	5,226	No
Atlantic Boulevard	E of Rock Island Road	6LA	4,500	-0.70%	3,924	D	4%	153	7.3%	Yes	4,077	No
Atlantic Boulevard	E of SR 7	6LA	5,390	0.81%	6,052	F	11%	421	8.0%	Yes	6,473	Yes
Atlantic Boulevard	E of Lyons Road	6LA	5,390	1.12%	5,900	F	16%	612	11.7%	Yes	6,512	Yes
Atlantic Boulevard	E of Florida Turnpike	6LA	5,390	1.73%	6,603	F	19%	726	13.8%	Yes	7,329	Yes
Atlantic Boulevard	E of Powerline Road	6LA	5,390	2.27%	7,296	F	12%	459	8.7%	Yes	7,755	Yes
Atlantic Boulevard	E of I-95	6LA	5,390	0.77%	6,289	F	3%	115	2.2%	No	6,404	No
Coconut Creek Parkway	E of SR 7	4LA	2,920	3.93%	3,202	F	1%	38	2.9%	No	3,240	No

**Table 12: 2045 Peak Hour Significance Calculations (Continued)**

Roadway	Segment	Existing Lanes	Maximum Peak Hour Service Volume	Growth Rate	2045 Peak Hour Volume	2045 Peak Hour LOS	% Assignment	Trips	% Impact	Significant Impact	2045 Peak Hour Volumes with Proposed Amendment	Adverse?
Coconut Creek Parkway	E of Lyons Road	4LA	2,920	3.65%	2,907	D	1%	38	2.9%	No	2,945	No
Dixie Highway	N of NE 38 Street	4LA	3,580	2.85%	3,905	F	2%	76	2.2%	No	3,981	No
Dixie Highway	N of Commercial Boulevard	4LA	3,580	2.93%	3,325	C	5%	191	5.6%	Yes	3,516	No
Dixie Highway	N of McNab Road	6LA*	5,400	3.39%	4,475	C	1%	38	1.5%	No	4,513	No
Copans Road	E of SR 7	4LA	3,401	1.66%	3,829	F	1%	38	1.2%	No	3,867	No
Copans Road	E of Lyons Road	4LA	3,401	3.56%	5,026	F	0%	0	0.0%	No	5,026	No
Copans Road	E of Blount Road	6LA	5,121	3.39%	5,178	F	1%	38	0.8%	No	5,216	No
Copans Road	E of Powerline Road	6LA	5,121	3.29%	6,498	F	2%	76	1.5%	No	6,574	No
Sample Road	E of SR 7	6LA	5,390	-0.77%	4,636	C	1%	38	0.7%	No	4,674	No
Sample Road	E of Lyons Road	6LA	5,390	0.16%	5,187	C	0%	0	0.0%	No	5,187	No
Lyons Road	N of Atlantic Boulevard	6LA	4,851	4.95%	3,658	C	0	229	0	Yes	3,887	No

Note: \* Capacity was determined from the MPO Level of Service Spreadsheet-2020 when the roadway was a 6-lane divided roadway, therefore, those values are reflected in the analysis. The roadway is currently a 4-lane divided roadway.

4. Provide any transportation studies relating to this amendment, as desired.

**Response:** No supplemental studies are being provided at this time.

**G. Mass Transit Analysis**

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

**Response:** The four bus routes that serve Palm Aire have 30-40 minute headways during the work-week and are listed below. Map routes and bus stop time-tables can be found at the following link: <https://www.broward.org/BCT/Schedules/pages/default.aspx>

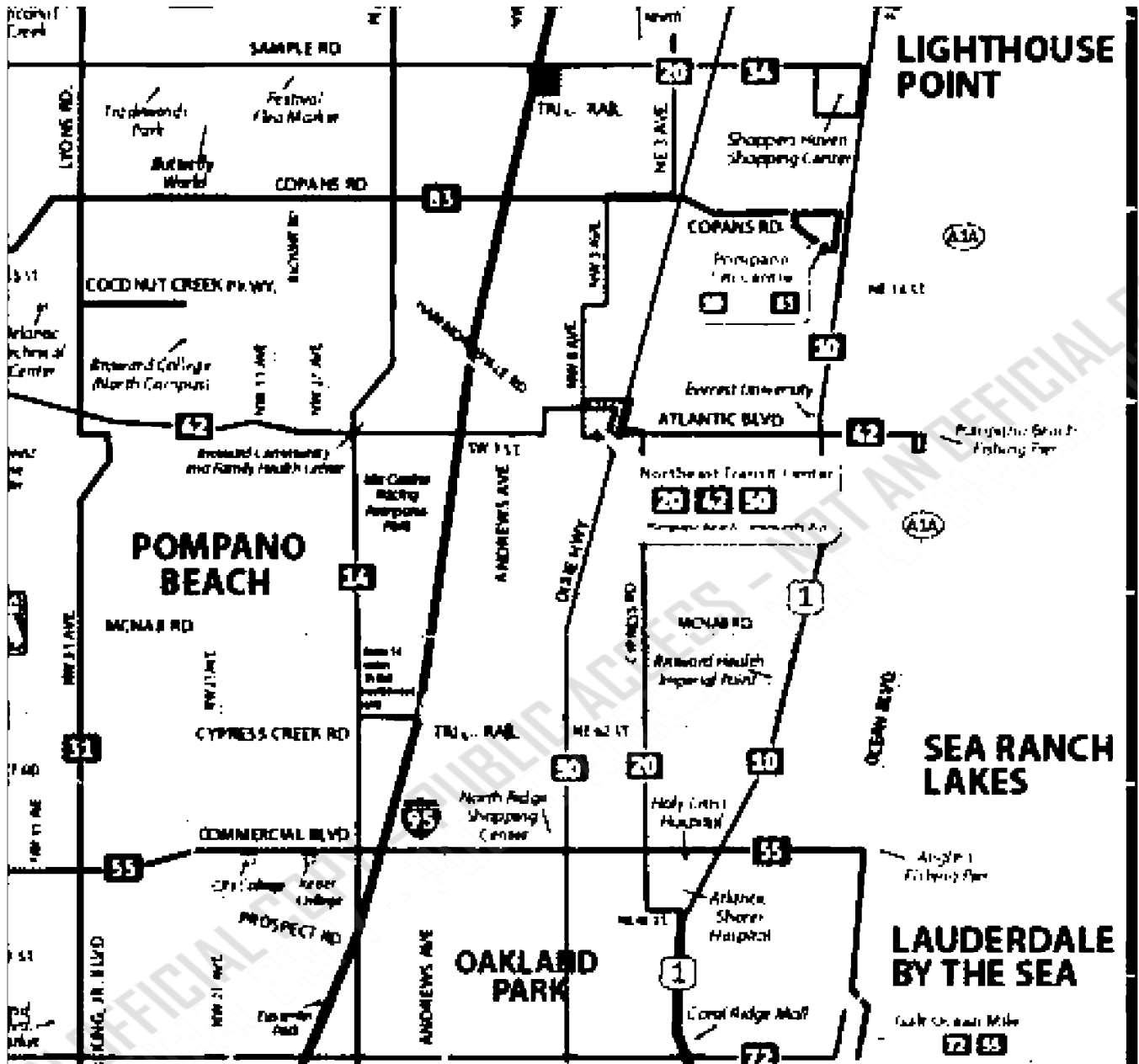
Route 42 (Atlantic Boulevard)

Route 14 (Powerline Road)

Route 60 (NW 31<sup>st</sup> Avenue in Pompano Beach)

Route 62 (Portions of McNab Road and Cypress Creek Road)

The BCT “Premo Plan” also shows Bus Rapid Transit improvements proposed on Powerline Road to be constructed between 2026-2033 with service starting in 2033.



2. Describe how the proposed amendment furthers or supports mass transit use.

**Response:** If Palm Aire is redeveloped to capture the net new units created by this change in land use methodology, it will become even more transit-oriented due to higher densities. Any future redevelopment will be reviewed for transit related access and amenities.

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

**Response:** Correspondence from BCT is provided as *Exhibit K*.

#### H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan amendment application. The applicant should contact the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application – The Application for the School Board is based on the city’s post land use plan amendment entitlements only. The ultimate density in the County’s Plan cannot be built without another local land use plan amendment so any attempt to approach the total density in the county plan will require another impact analysis.

**Response:** It must be noted that this land use plan amendment application is not in response to a development project. The Palm Aire land use category is being changed from a “dashed line with a fixed number of units” to a land use methodology that assigns a land use category to each development parcel that most closely reflects the actual density of the built environment. This method is based on gross land area and assigns the same density to the net built land area and to all roads, common areas and retention ponds maintained as common area by the local neighborhood association. By “entitling” common areas, the total number of units possible in the area increases but cannot actually be developed without significant, if not total, redevelopment of an existing, occupied community. This “growth” in potential density, therefore, is largely theoretical.

That said, to fulfill the requirements to determine the type of unit that this additional density might be for student generation calculations, the assumption was made that the additional density would be distributed in the same manner as the current densities and unit types would mirror current unit types in those density categories. The percentage of each density category and the distribution of the additional density by the unit type in the same proportion as the densities is shown below.

Percentage of each Residential Land Use Category				City	County
City Plan	Acres	County Plan	Acres	Percent	Percent
Low 1-5	123	Low 5	123	14%	14%
LM 5-10	104	LM 10	104	12%	12%
M 10-16	330	M16	330	38%	38%
MH 16-25	138	MH 25	138	16%	16%
H(1) 25-35	122	H 50	176	14%	20%
H(2) 35-46	54			6%	
Total Residential	871		871	100%	100%

Net New Units Distributed by Housing Type					
City -Plan	Unit Type	Distribution	County-Plan	Unit Type	Distribution
Low 1-5 (Single-Family)		923	Low 5 (Single-Family)		930
LM 5-10 (Townhouse)		776	LM 10 (Townhouse)		782
M 10-16 (Garden Apts)		2,468	M16 (Gardens Apts)		2,486
MH 16-25 (Midrise)		1,033	MH 25 (Midrise)		1,040
H(1) 25-35 (Highrise)		913	H 50 (High Rise)		3,210
H(2) 35-46 (Highrise)		406			
Total Net New Units		6,519			8,448

2. The associated fee in the form of a check made payable to the SBBC.

**Response:** The City will provide the necessary payment directly to the School Board.

## **6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES**

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

**Response:** See correspondence from the Department of State in *Exhibit L*.

- B. Archaeological sites listed on the Florida Master Site File.

**Response:** See correspondence from the Department of State in *Exhibit L*.

- C. Wetlands.

**Response:** There are no wetlands in Palm Aire.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

**Response:** There are no LAPCs in Palm Aire.

E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

**Response:** Palm Aire is not coastal and does not contain any Priority Planning Areas.

F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

**Response:** Palm Aire is a developed suburban community and does not provide habitat for any significant wildlife.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

**Response:** Palm Aire is a landscaped suburban community and does not have any natural areas to accommodate regulated plant species.

H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

**Response:** There are three wellfields in Palm Aire (See West Wellfield Map in Exhibit M), two existing and one future wellfield, therefore, all three wellfield zones of influence are present within Palm Aire. These wells supply about 75% of the city’s total raw water supply and as the eastern wellfield on the Pompano Air Park becomes salt-water intruded, the Palm Aire wellfields will provide 100% of the city’s raw water supply.

Currently, the northern wellfield in Palm Aire (north of Atlantic Boulevard) is within a built-out Residential Planned Unit Development. The city staff worked with the designers of that project to create room for the wellfields and underground infrastructure. Challenges during construction of that project created a learning experience for the city and because of it, allowing development in the vicinity of our raw water wells will be approached with even more caution in the future.

The two wellfields south of Atlantic Boulevard, one existing and one future, are within the areas with a Recreation and Open Space (OR) land use on the city’s land use plan and a Commercial Recreation (CR) land use on the County’s land use map. The land use designations of these two wellfields will not be changed by this land use plan amendment application.

The active wellfield south of Atlantic Blvd was formerly a golf course but is now a remnant parcel

of the lakes created to replace the golf course by the owner at the time and later sold to the city as a city park. Unfortunately, the tract containing the active well sites was not included in the transaction for the lake park and is, therefore, currently in private ownership. The city will be looking for opportunities to put that property under city ownership or otherwise protect it from development encroachment in perpetuity.

The future wellfield to the south of the lake tract is within an active golf course and the land use is not being changed by this land use plan amendment application. The city staff is in active communications with the golf course owner to determine if the future wellfield location can be put under city ownership or otherwise protected from development encroachment in perpetuity.

- I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.

**Response:** This change in land use methodology applies to an existing built community that has already modified soils as necessary to accommodate suburban development. Any change in soil conditions or topography to accommodate redevelopment will likely be related to fill for higher finished floor elevations. Any development application for actual redevelopment in Palm Aire will be reviewed and permitted prior to any soil alterations.

- J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

**Response:** Palm Aire is not near the beach.

## **7. AFFORDABLE HOUSING**

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2 consistent with Article 5 of this Document.

**Response:** The city will require a minimum and maximum 15% set-aside of moderate-income housing for any new development project within Palm Aire. The units can either be provided with a Declaration of Restrictive Covenants or can be bought out under Chapter 154.80 using the \$10,000 per unit buyout which has been escalating at 3% per year since 2023 (current amount is \$10,609 per unit). Funds from any affordable housing buyout will be deposited in the city’s Affordable Housing Trust Fund.

## **8. LAND USE COMPATIBILITY**

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

**Response:** The purpose of this land use plan amendment is to change the land use scheme in Palm Aire from a “dashed line with a fixed number of units” to a traditional land use approach based on

actual built land use densities. Because the proposed land use scheme reflects the existing densities built within Palm Aire and the land use change is not associated with a development project, it will have little to no effect on compatibility with adjacent communities. The Florida Turnpike creates a strong separation between Palm Aire and Coconut Creek so no impact on that municipality is anticipated. McNab Road forms the boundary between Palm Aire and Fort Lauderdale and the densities south of McNab Road are similar to those in Palm Aire. Powerline Road creates a significant boundary between Palm Aire on the west side and the LIVE! project and the Cypress Bend community on the east side. The LIVE! project is already the most intense of those three communities regardless of any possible future redevelopment within Palm Aire.

**9. HURRICANE EVACUATION ANALYSIS**

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

**Response:** Palm Aire is not in a hurricane evacuation zone.

**10. REDEVELOPMENT ANALYSIS**

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

**Response:** Palm Aire is not within the City's Community Redevelopment Area.

**11. INTERGOVERNMENTAL COORDINATION**

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

**Response:** Palm Aire is the western most and southern most community in Pompano and is adjacent to both Coconut Creek and Fort Lauderdale. The required copies have been provided for their review.

**12. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN**

**Response:** The highlighted regional issues of the County's Plan are discussed in context of the proposed change to the land use methodology within Palm Aire.

- **Climate Change Resilience / Disaster Planning and Post-Disaster Redevelopment** – This amendment provides some flexibility for redevelopment by using gross density rather than a fixed

number of units. If a catastrophic event requires total redevelopment of existing buildings, this land use scheme provides a modest increase in gross entitlements that might make redevelopment more financially feasible after such an event, thereby making the area more resilient.

- **Targeted Redevelopment** – The Palm Aire Community is built out in regard to the fixed number of units in the current dashed line land use area. The city has been using flex units to entitle some of the remnant residential parcels that were never entitled in the original Stipulated Settlement Agreement. This approach is resulting in lawsuits. Removing the dashed line with a fixed number of units will enable individual property owners to request additional entitlements through traditional land use plan amendments.

- **Housing Affordability** – Consistent with County Policy 2.16.2, the city will require new development in Palm Aire utilizing the additional entitlements created through this land use plan amendment process to provide 15% moderate income affordable housing or buyout of same per the city's code section 154.80.

### **13. ADDITIONAL SUPPORT DOCUMENTS**

A. Other support documents or summary of support documents on which the proposed amendment is based.

**Response:** No additional support documents are provided at this time.

B. Any proposed voluntary mitigation or draft agreements.

**Response:** No voluntary mitigation or draft agreements have been prepared at this time.

### **14. PLAN AMENDMENT COPIES**

A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC (Please include additional copies, if amendment site is adjacent to other municipalities and/or county jurisdictions). Additional copies may be requested by the Planning Council Executive Director after the initial application submittal.

B. If requesting concurrent transmittal to DEO, 1 hard copy and 10 digital copies (11 copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO.

**Response:** The city will coordinate with BCPC staff to ensure the adequate number of hard and electronic copies of this application are provided for review.

# EXHIBITS

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

**A: PALM AIRE STIPULATED  
SETTLEMENT AGREEMENT**

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

**STIPULATION, SETTLEMENT and  
MASTER PLAN AGREEMENT  
FOR PALM-AIRE**

In consideration of the mutual promises herein contained and in order to resolve and settle all pending litigation between the parties as is more particularly described in Exhibit "A" attached hereto, the City of Pompano Beach, a municipal corporation of the State of Florida, ("City") and FPA Corporation, a Delaware corporation authorized to do business in the State of Florida, ("FPA"), its successors and assigns, agree as follows:

**Section 1. Preamble and Intent of the Parties.**

- 1.1 Palm-Aire is a residential and recreation development consisting of approximately 1,750 acres located within the City of Pompano Beach, Florida, as more particularly described on the Pompano Beach Land Use Plan Map as being circumscribed with dotted lines with a maximum density of 7 dwelling units per acre. FPA is the developer of Palm-Aire.
- 1.2 The maximum number of residential dwelling units permitted to be developed within Palm-Aire under the Broward County Land Use Plan and the City of Pompano Beach Land Use Plan is 10,631.
- 1.3 The City and FPA wish to enter into a Master Plan agreement to distribute the land uses and residential dwelling units within Palm-Aire in accordance with the requirements of the Broward County Land Use Plan, the Pompano Beach Land Use Plan and the requirements of the City's Zoning Code.

**Section 2. Approval of Master Plan and Distribution of Dwelling Units.**

FPA and the City agree that distribution of land uses within Palm-Aire shall be as provided in the "Palm-Aire Master Plan" attached as Exhibit "B". FPA and the City further agree that the distribution of dwelling units within Palm-Aire shall be as provided in the "Palm-Aire Unit Summary" attached as Exhibit "C", except as provided in Section 7 below. The City Planning Department shall verify the unit count contained in Exhibit "C" and any discrepancy shall be corrected.

**Section 3. Update of Traffic Study.** FPA agrees that within ninety (90) days of the execution of this Agreement, that FPA will provide the City with an update of the Palm-Aire Traffic Study performed by Rimley-Borne & Associates. FPA further agrees that it will provide the City with an update

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of this traffic study on an annual basis to be performed by an independent traffic engineer acceptable to the City beginning one year from the date of this Agreement and ending when the last site plan completing all development within Palm-Aire has been approved by the City.

Section 4. Transportation Improvements within Palm-Aire. FPA and the City recognize that future development within Palm-Aire may result in the need for additional transportation improvements within Palm-Aire. FPA recognizes that, as the developer of Palm-Aire, FPA is responsible for the development of an internal transportation system sufficient to accommodate all growth within Palm-Aire regardless of the ultimate ownership of the individual parcels within Palm-Aire. Accordingly, FPA agrees to be responsible for the installation of all transportation related improvements indicated to be needed by the Palm-Aire traffic study as updated as provided in Section 3 above, or as determined to be needed by mutual agreement between FPA and the City.

Section 5. Drainage Plan. The City recognizes that FPA has planned and arranged the recreational land within Palm-Aire in such a manner as to provide for the drainage requirements of the residential land and the arrangement of these drainage facilities is unique to Palm-Aire. Accordingly, in recognition of the drainage plan for Palm-Aire, the City agrees that a proper use of the golf courses within Palm-Aire is for the drainage and retention requirements of the residential areas and that this use is consistent with and does not alter the primary recreational use of the golf course and that the utilization of the golf course in this manner is consistent with the requirements of the R2-1 zoning district, subject, however, to the review and approval by the Planning and Zoning Board of all new drainage facilities except those drainage facilities associated with the development of Palm-Aire North Course Estates Section 4.

Section 6. Zoning Districts. All undeveloped residential property within Palm-Aire shall be developed consistent with the City's existing R2-1 zoning district unless application is made by FPA for a rezoning to another zoning district, and said application is approved by the City. Notwithstanding the above, the residential density within Palm-Aire shall be controlled by the effective land use plan and this Agreement. The City agrees that all existing densities within Palm-Aire were developed in conformance with the City's Land Use Plan and land development regulations in existence at the time of said development and are consistent with all applicable zoning and

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land development regulations, and, FPA agrees that the City may rezone developed areas within Palm-Aire to more closely reflect the existing uses and densities.

Section 7. Allocation and Reallocation of Remaining Units.

7.1 As Exhibit "C" indicates, there are 326 permitted dwelling units that are unallocated to a specific parcel within Palm-Aire. The parties agree that the remaining unallocated dwelling units may be utilized by FPA to increase the density on any residential parcel which is subject to this Agreement over and above the density otherwise provided for in this Agreement, subject to the approval by the City of a site plan which includes the increased density and subject to the payment of any additional impact fees that may be required by Broward County.

7.2 The parties further agree that if FPA constructs less than the number of units permitted on any parcel as depicted on Exhibit "C", the unbuild dwelling units shall be added to the number of remaining dwelling units provided for in 7.1 above, and shall be allocated as provided in Section 7.1 above.

7.3 It is acknowledged that City approval is a condition precedent to any change in land use density from those densities provided in Exhibit "C".

Section 8. Agreement as Order of the Court. The parties agree to submit to the appropriate courts, this Stipulation, Settlement and Master Plan Agreement for approval and adoption into a final order which shall be binding and enforceable as against the parties.

Section 9. Recordation. This Agreement shall be recorded in the Public Records of Broward County, Florida and the terms of this Agreement shall be a covenant running with the land, and shall be binding as to all successors in interest to FPA.

Vernadette Dennis  
Sharon Kuebler

CITY OF FORT LAUDERDALE  
By: [Signature]  
Mayor

By: [Signature]  
City Manager

Attest: [Signature]  
City Clerk

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STATE OF FLORIDA )

COUNTY OF DEWEE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared E. PAUL LARSEN, JAMES E. SHARPE and SAUNDERS D. ROSE of the City of Pompano Beach, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 27<sup>th</sup> day of July, 1985.

[Signature]  
Notary Public

My commission expires:

MAY 23 1987

FPA CORPORATION

By: [Signature]  
President

Attest: [Signature]  
Assistant Secretary

STATE OF FLORIDA )

COUNTY OF SPAWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared THOR ANNE and DOUGLAS MILLER, of FPA Corporation, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July, 1985.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 8 1988  
CONTACT THRU GEE TEL. 688-8888

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EXHIBIT "A"

1. FFA Corporation, a Delaware Corporation v. City of Pompano Beach, Florida, et al., Case No. 85-6454, United States District Court, Southern District of Florida.
2. FFA Corporation, Oxford Development Enterprises, Inc., Fala Aire/Oxford Associates, Limited, a Maryland Limited Partnership by and through its General Partner, Oxford Equities Corporation, and Oxford Construction Services, Inc. v. City of Pompano Beach, Florida, R.F. Elmquist and Eugen Guydosig, Case No. 85-13807 CA, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.



**EXHIBIT "C"**

**Palm-Aire Unit Summary  
(Parcels keyed to Master Plan)**

Parcel		Units	
		Built	Unbuilt
A-G,I,J,K	Condo Associations 1-10	4,484	
H-1	Cypress Estates #1	36	
H-2	Palm-Aire Estates	26	
H-3	Cypress Estates #2	3	
L-1	Condo Association #11 (Oak Cree. Est. #2)	597	
L-2	Oaks Course Estates #2 (PB 104/44)	-	131
M	Condo Association #12	131	
N	Condo Association #14	72	
O	Palm Aire Cypress Course Est. #3 (PB 106/48)	-	400
P	Palm Aire Oakes Course Est. #3 (PB 108/3)	-	1182
Q	Palm Aire North Course Est. #4 (PB 122/21)	-	250*
R-1	Palm-Aire North Course Est. #3 (PB 114/39)	-	268
R-2	Palm-Aire North Course Est. #3 (PB 114/39) (250 Lifecare units x 1/2)	125	
R-3	Commercial Parcel (PB 114/39)		
S	Condo Association #52	119	
T	Condo Association #53	100	
U	Spa Hotel (178 rooms x 1/2)	89	
V	Renaissance Club	18	
X-1	Palm-Aire Cypress Course Est. #4 (PB 118/36)	60	451
X-2	Palm-Aire Cypress Course Est. #4 (PB 118/36)	-	417
Y-1	Palm-Aire Cypress Course Est. #5 (PB 115/12)	360	159
Y-2	Palm-Aire Cypress Course Est. #5 (PB 115/12)	-	364
Z	Palm-Aire Cypress Course Est. #7 (PB 123/35)	-	104
AA	Palm-Aire Cypress Course Est. #6	-	100
		<hr/>	<hr/>
		6,420	3,875
Total Units Allocated (built and unbuilt)		10,295	
Total Units Permitted by Land Use Plan		10,631	
Remaining Unallocated Units		336	

\* Reduction from 298 subject to issuance of building permit to Oxford Development Enterprises, Inc., or its related entity, the only condition precedent to which is compliance of existing building plans revised to show reduced density and agreed upon security and access modifications, and compliance with the South Florida Building Code as provided in the settlement agreement between the parties in PBA Corporation, et al. v. City of Pompano Beach, et al., Case No. 85-13807 CG, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

OFF 12707 PAGE 611

**EXHIBIT B: FUTURE LAND USE ELEMENT,  
PLAN IMPLEMENTATION  
REQUIREMENTS TEXT AMENDMENT**

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**FUTURE LAND USE ELEMENT  
PLAN IMPLEMENTATION REQUIREMENTS  
TEXT AMENDMENTS FOR PALM AIRE**

...

**A. Residential Land Use**

Each parcel of land within an area which is designated in a Residential land use category by the Land Use Plan must be zoned in a zoning district which permits any one or more of the following uses, but not other uses:

1. Residential dwelling units at a maximum density that does not exceed the maximum gross residential density designated for the parcel of land by the Land Use Plan Map.
  - a. Accessory dwelling units are permitted in single-family residential areas per and subject to Florida Statutes Chapter 163.31771 without the need to calculate density.
  - b. A studio or efficiency unit no greater than 500 square feet in size is considered a half-unit for density calculation purposes.
  - c. Within Palm Aire, the minimum density allowed regardless of the land use designation or the zoning district, will equal 100% of the previously approved and built number of units at a specific location. All Applications for redevelopment within Palm Aire will require written consent from the applicable Homeowners'/Condominium Association with jurisdiction over the property. For an individually owned lot, no change in residential unit type will be allowed that creates an inconsistency with the existing character of the block face.

2. Agriculture

...

3. Residential Density

a. Density Standards

Residential areas are shown on the Pompano Beach Land Use Map according to the following residential classifications:

- Low permits up to five dwelling units per gross acre.
- Low-Medium permits up to ten dwelling units per gross acre.
- Medium permits up to sixteen dwelling units per gross acre.
- Medium-High permits up to twenty-five dwelling units per gross acre.
- High permits up to forty-six dwelling units per gross acre.
- Within Palm Aire, the High residential classification is divided into High 1 which allows up to 36 units per gross acre and High 2 which allows up to 46 units per gross acre.

...

**EXHIBIT C: LEGAL DESCRIPTION OF  
DASHED LINE BOUNDARY OF PALM AIRE  
LAND USE CATEGORY**

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**EXHIBIT D: PALM AIRE ADOPTED AND  
PROPOSED CITY FUTURE LAND USE MAP**

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LAND USE	
[Symbol]	Residential Single-Family
[Symbol]	Residential Medium-Density
[Symbol]	Residential High-Density
[Symbol]	Commercial
[Symbol]	Industrial
[Symbol]	Public Use
[Symbol]	Open Space
[Symbol]	Water
[Symbol]	Other



**Disclaimer:**  
 The City of Pompano Beach is not responsible for the accuracy of the data provided in this map. The City of Pompano Beach is not responsible for the accuracy of the data provided in this map. The City of Pompano Beach is not responsible for the accuracy of the data provided in this map. The City of Pompano Beach is not responsible for the accuracy of the data provided in this map.

<p><b>City of Pompano Beach</b>  <b>Palm Area Land Use</b></p>	<p>Scale: _____</p>
<p>Engineering Department          2500 East _____</p>	

# EXHIBIT E: COUNTY ADOPTED LAND USE MAP

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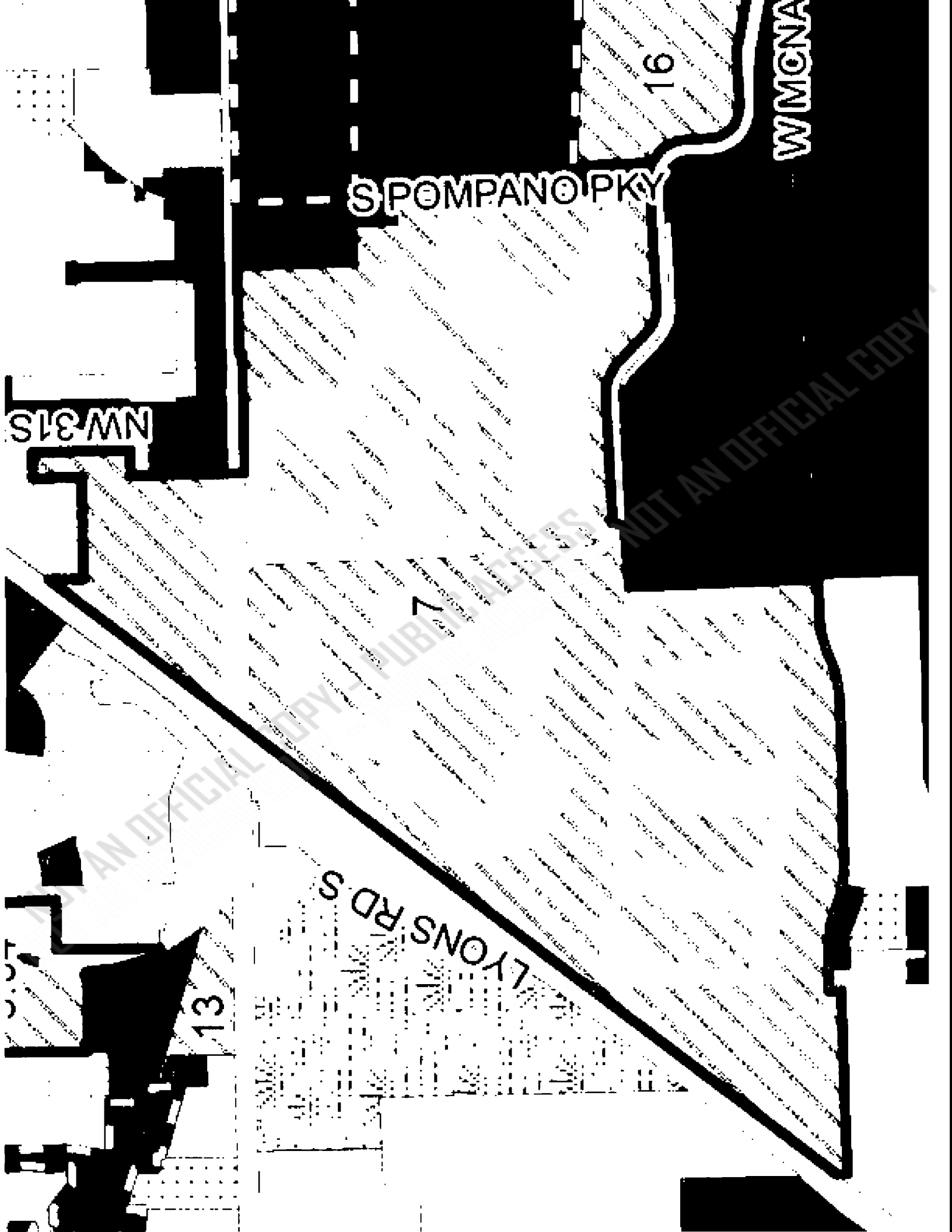
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# **EXHIBIT F: WATER AND WASTEWATER PROVIDER CORRESPONDENCE**

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Florida's Warmest Welcome

**City of Pompano Beach  
UTILITIES ADMINISTRATION**

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Phone: (954) 545-7044 Fax: (954) 545-7046

**MEMORANDUM NO. 25-27**

DATE: April 10, 2025

TO: Jean E. Dolan, Principal Planner

FROM: A. Randolph Brown, Utilities Director

SUBJECT: Palm Aire LUPA Application, Sanitary Sewer, Potable Water Land Use Plan Amendment Application

---

I have reviewed the Analysis of Public Facilities and Services in Section 5, including Section 5.A, potable water analysis. I have verified the plant and permit information shown. The current plant demands and flows are correct.

My review of Section 5.B, items 1 through 4 of the sanitary sewer analysis for the referenced application shows the correct plant and permit capacity information. The current wastewater system demands and flows are correct. The City can accommodate the projected flows based on current capacity in the sewer treatment system. Each project will be required to determine the adequacy of the sanitary sewer collection system at the time of site plan approval, which is the City's current practice.

Please advise if you need any further verification from the City of Pompano Beach Utility Department.

# EXHIBIT G: SOLID WASTE PROVIDER CORRESPONDENCE

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**From:** [Limonos Cruz, Andres](#)  
**To:** [Jean Dolan](#)  
**Cc:** [Russell Ketchem](#)  
**Subject:** Re: Service Provider Letter for Palm Aire LUPA to remove Dashed Line land use category  
**Date:** Tuesday, April 15, 2025 10:57:16 AM  
**Attachments:** [image002.png](#)

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**This Message Is From an External Sender**

This message came from outside your organization.

Jean,

I was just asked by my team to modify the answer to the following please see below:

The City contracts with Waste Management, Inc of Florida to dispose of solid waste material and garbage generated within the City. The City's contract with Waste Management guarantees 100% of all solid waste generated will be properly managed. Waste Management has sufficient capacity within its network of facilities to safely manage the solid waste material generated in the City of Pompano.

Best regards,

**Andres Limones Cruz**

**Government Affairs Manager**  
Waste Management Inc. of Florida  
[alimonos@wm.com](mailto:alimonos@wm.com)

**C:** 786-261-7812  
2380 College Ave  
Davie, FL 33317

Access WM 24/7 with [MyWM](#)

---

**From:** Jean Dolan <[Jean.Dolan@copbfl.com](mailto:Jean.Dolan@copbfl.com)>  
**Sent:** Tuesday, April 15, 2025 9:11 AM  
**To:** Limonos Cruz, Andres <[alimonos@wm.com](mailto:alimonos@wm.com)>  
**Cc:** [russell.ketchem@copbfl.com](mailto:russell.ketchem@copbfl.com) <[russell.ketchem@copbfl.com](mailto:russell.ketchem@copbfl.com)>  
**Subject:** [EXTERNAL] RE: Service Provider Letter for Palm Aire LUPA to remove Dashed Line land use category

Thanks Andres! Good to know! I'll fix that statement in the Application.  
Jean

**From:** Limonos Cruz, Andres <[alimonos@wm.com](mailto:alimonos@wm.com)>  
**Sent:** Tuesday, April 15, 2025 9:07 AM

**From:** [Carvalho, Felipe](#)  
**To:** [Jean Dolan](#)  
**Cc:** [Khoury, Nick](#); [Ash, Craig](#); [Carey, Christopher](#); [Herrera, Barbara](#); [Phillips, David](#); [Limonos Cruz, Andres](#)  
**Subject:** RE: Monarch Hill Landfill, total capacity and remaining capacity  
**Date:** Friday, April 4, 2025 3:25:06 PM  
**Attachments:** [image001.png](#)

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**This Message Is From an External Sender**

This message came from outside your organization.

Jean,

I hope this email finds you well.

Monarch Hill remaining life is 6.2 years for Class I and 10.5 years for C&D.

We received a total of 1.23M tons in 2024.

Please let us know if you have additional questions.

Thanks,

**Felipe Carvalho**

Area Manager of Disposal Operations

Florida Area

[fcarval1@wm.com](mailto:fcarval1@wm.com)

C: 561-397-5749

2700 Wiles Road

Pompano Beach, FL 33073



**From:** Jean Dolan <[Jean.Dolan@copbfl.com](mailto:Jean.Dolan@copbfl.com)>

**Sent:** Thursday, April 3, 2025 12:58 PM

**To:** Roccapriore, Jeff <[JRoccapr@wm.com](mailto:JRoccapr@wm.com)>

**Cc:** Ashwas, Huda <[HASHWAS@broward.org](mailto:HASHWAS@broward.org)>

**Subject:** [EXTERNAL] RE: Monarch Hill Landfill, total capacity and remaining capacity

Hi Jeff – just checking in to see if you can confirm the Monarch Hill landfill total and remaining capacity. I just “googled” it and it pulled this information from your Land Use Plan amendment you recently got approved from Broward County.

As of November (2024), Monarch Hill has about six years of capacity remaining, according to WM's proposed land use plan. The landfill takes in about 5,000 tons of material a day, 90% of which is C&D waste and 10% is MSW.  
Feb 27, 2025

Thanks,  
Jean

**From:** Jean Dolan  
**Sent:** Thursday, March 27, 2025 7:25 AM  
**To:** 'jroccapr@wm.com' <jroccapr@wm.com>  
**Subject:** Monarch Hill Landfill, total capacity and remaining capacity

Hi Jeff – I got your contact information from the Broward County Planning Council. They suggested you would know the above information about the Monarch Hill landfill which I need to insert into a Land Use Plan Amendment Application for a project in Pompano. We appreciate your help with this data.

Thanks,  
Jean

Jeff Dolan  
Principal Planner  
jeff.dolan@pompanobeach.com  
954.781.4341  
jeff.dolan@pompanobeach.com



Hours of Operation Mon – Thurs 7am to 6pm

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**Recycling is a good thing. Please recycle any printed emails.**

# **EXHIBIT H: DRAINAGE SERVICE PROVIDER CORRESPONDENCE**

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**From:** [John Sfiropoulos](mailto:John.Sfiropoulos@copbfl.com)  
**To:** [Jean Dolan](mailto:Jean.Dolan@copbfl.com)  
**Subject:** RE: Service Provider Letter for Palm Aire LUPA to remove Dashed Line land use category  
**Date:** Monday, February 24, 2025 2:48:59 PM

---

This looks good Jean, thank you. My apologies for delay....the 2-days of strategic planning set me back a bit.

John Sfiropoulos, P.E.  
City Engineer  
John.Sfiropoulos@copbfl.com  
354-468-1000 ext.  
Palm Aire, Palm Aire



**From:** Jean Dolan <[Jean.Dolan@copbfl.com](mailto:Jean.Dolan@copbfl.com)>  
**Sent:** Wednesday, February 19, 2025 4:53 PM  
**To:** John Sfiropoulos <[John.Sfiropoulos@copbfl.com](mailto:John.Sfiropoulos@copbfl.com)>  
**Subject:** Service Provider Letter for Palm Aire LUPA to remove Dashed Line land use category

Hi John - please review the Drainage section of the LUPA Application we're preparing to change the land use methodology in Palm Aire from the dashed-line with a fixed number of units to a traditional land use scheme. I attached the new version of the Future Land Use Map if you're curious about what that looks like. Please review the drainage section (attached) of the Application and send me an email with any changes or confirmation that it is correct. I will include your confirmation email as an Exhibit to the Application.

Thanks,  
Jean

John Sfiropoulos, P.E.  
City Engineer  
[John.Sfiropoulos@copbfl.com](mailto:John.Sfiropoulos@copbfl.com)  
354-468-1000 ext.  
Palm Aire, Palm Aire



Hours of Operation Mon – Thurs 7am to 6pm

# EXHIBIT I: PARKS INVENTORY

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## Inventory of Neighborhood Parks

Updated January, 2024

### Inventory of Mini-Parks

Name of Facility	Size (In acres)
1. McNab Park	2.5
2. Founders Park	1.7
3. Blanche Ely Tot Lot	0.3
4. Kendall Lakes	0.2
5. Apollo Park	4.4
6. Coleman Park	0.5
7. Novelty Park	1.0
8. E. Pat Larkins Community Center	2.9
9. Avondale Park	2.6
10. Fairview Park	2.3
11. Skolnik Community Ctr.	3.5
12. Cresthaven Park	1.4
13. Highland Park & Recreation Ctr.	3.3
14. Sandspur Park (Pompano Highlands)	2.3
15. Canine Corner (Dog Park)	1.8
16. Annie Adderly Gillis Park	0.8
17. Sanders Park	0.6
18. Lovely Park	0.2
Total acres	<b>32.3</b>

### Inventory of Neighborhood Parks

Name of Facility	Size (In.acres)
1. Alsdorf Boat Launch Park	10.0
2. Exchange Club Park	7.5
3. Harbor's Edge Park	8.1
4. Kester Park	8.4
5. Norwood Pines Park	5.4
6. Weaver (Canal Pointe) Park	12.4
7. Hunter's Manor Park	8.3
8. McNair Park	6.4
9. Brummer Park	5.0
10. Airpark Jogging Path	8.4
11. Elks Club Property	10.4
12. Centennial Park	4.2
Total acres	<b>94.5</b>

**Inventory of Small Urban Open Spaces**

Name of Facility	Size (In acres)
1. N.E. 16th Street Park	0.6
2. Marine Drive Park	0.1
3. Scott Winters (Sunset) Park	1.0
4. N.E. 10th Street.Park	0.1
5. North Riverside Dr. Park	0.4
6. Indian Mound Park	1.0
7. Hillsboro Inlet Park	2.3
8. Lake Santa Barbara Park	0.2
9. S.E. 13th Street Park	0.1
10. S.E. 15th Street Park	0.1
11. Downtown Park	0.1
12. Pompano Canal Park	0.2
13. S.E.11 Ave. Park	0.2
14. 220 East Atlantic Park	0.9
15. Lyons Park	0.3
16. Old Water Tower Site	0.2
17. Jackson Park	1.8
18. Dr. MLK Blvd. Park	0.8
19. Cresthaven Open Space @ NE 5 <sup>th</sup>	0.4
20. NE 16 <sup>th</sup> Street Park	0.2
<b>Total acres</b>	<b>11.0</b>

**Inventory of Recreational Areas at Public School Sites**

Name of Facility	Size (In acres)
1. Pompano Beach Elementary School	3.4
2. Pompano Beach Middle School	2.0
3. Pompano Beach High School**	7.5
4. McNab Elementary School	2.0
5. Cypress Elementary School	5.2
6. Sanders Park Elementary School	3.2
7. Blanche Ely High School **	6.5
8. Markham Elementary School	2.9
9. Charles Drew Elementary School	4.6
10. Cross Creek SED Center	7.2
11. Cypress Run Alternative School	2.0
12. Cresthaven Elementary School	2.3
13. Crystal Lake Middle School	3.2
14. Palm View Elementary School	2.2
15. Norcrest Elementary School**	6.2
<b>Total acres</b>	<b>60.4</b>

**Neighborhood Parks****Privately Owned Facilities**

1. John Knox Village	1.8
----------------------	-----

2. Cypress Bend	10.1
3. Palm Aire (less 6.09 acres for 3100 W. Atlantic Blvd)	42.5
Total acres	54.4

**Grand Total 252.6**

**Inventory of Community Parks**

Name of Facility	Size (In acres)
1. Pompano (Jaycee) Community Park	71.1
2. Mitchell/Moore (Westside) Community Park	15.8
3. Public Beach	32.4
4. North Pompano Park	20.4
5. Palm Aire Lakes Park	97.0
<b>Total</b>	<b>236.7</b>

**Other Large Open Spaces and Parks**

Name of Facility	size (in acres)
1. Boys & Girls Club	9.5
2. Sand & Spurs Stables	11.5
<del>3. Arboretum</del>	<del>33.0</del>
4. Pompano Beach Cemetery	17.0
5. Pompano Beach Golf Course	82.5 (15% of the total Community Park Requirement of 550 acres)
<b>Total</b>	<b>120.5</b>
<b>Grand Total</b>	<b>609.8</b>

**Broward County owned lands** *(The City can use 10% (up to 10 acres) of the County-owned park land in the City's total park acreage (62.95\*10% = 6.295 acres)*

Broward County Environmental Land 24.25  
 Crystal Lake Sand Pine Scrub Natural Preserve  
 3110 block of NE 3<sup>rd</sup> Avenue

Broward County Environmental Land 38.70  
 Pompano Highlands Natural Preserve  
 4200 Block east of FEC RR

**Notes:**

- a. Property on Dr. Martin Luther King Jr. Blvd. acquired October 1998 from Sara Harry @ \$75,000 for 0.813 acres.
- b. Liberty Park property acquired from School Board October 1999 @ \$35,000 for 1.13 acres.
- c. Avondale Park site acquired from Gerry Gorman December 1999 @ \$210,000 for 2.5927 acres.

- d. Cresthaven Park acquired by annexation effective September 2000 for 1.43 acres
- e. Cresthaven Elementary School acquired by annexation effective September 2000 for 2.3 acres.
- f. Removed CRA Plat Park 2.3 acres.
- g. Added Canal Pointe Park of 10.744 acres, acquired
- h. Added Hunters Manor, 8.26 acres, acquired July 21, 2000 from Hunter-8 & Landco IV for \$423,915.14
- i. Removed Carver Homes Park of 17.2 acres after Land Use Plan amendment, passed July 24, 2001, Ordinance 2001-77.
- j. Added Cresthaven Park (1.4 acres) and Cresthaven Elementary School (2.3 acres) after Land Use Plan amendment passed January 22, 2002 Ordinance 2002-31.
- k. Added 8.3 acres Hunter's Manor Park purchased through Broward County Safe Parks and Land Preservation Bond Program and removed old Hunters Manor Park (8.3 acres).
- l. Northwest Multi-Purpose Center 13,526 sq.ft on 2.92 acres, southwest corner of NW 6<sup>th</sup> Avenue and Dr. Martin Luther King Jr., Blvd.
- m. Southwest Multi-Purpose 13,503 sq.ft. on 3.46 acres, SW 36<sup>th</sup> Avenue and W. Palm Aire Dr.
- n. Canal Pointe Park, new acreage, 12.39 acres
- o. Old Water Tower site at Flagler and SW 8<sup>th</sup> Street, Coscan, developer of Cypress Grove Townhouses, landscaped site into a park, 0.23 acres
- p. Community Park revised acreage from 67.0 to 71.08 acres based upon Pompano Beach Air Park and Recreational Facilities Plat
- q. Highlands Park, 1650 NE 50<sup>th</sup> Court, 2.87 acres, added after annexation of Pompano Highlands.
- r. Unnamed Park at NE 42<sup>nd</sup> Court & NE 15<sup>th</sup> Avenue, 2.29 acres, added after annexation of Pompano Highlands.
- s. North Pompano Park, 4400 NE 18<sup>th</sup> Avenue, 20.45 acres, added after annexation of Pompano Highlands.
- t. Norcrest Elementary School, 3951 NE 16<sup>th</sup> Avenue, 6.20 acres, added after annexation of Pompano Highlands.
- u. Crystal Lake Middle School, 3551 NE 3<sup>rd</sup> Avenue, 3.16 acres, added after annexation of Leisureville, Loch Lomond, Kendall Green.
- v. Palm View Elementary School, 2601 NE 1<sup>st</sup> Avenue, , added after annexation of Leisureville, Loch Lomond, Kendall Green.
- w. Broward County Environmental Land, Crystal Lake Sand Pine Scrub Park, 24.25 acres
- x. Broward County Environmental Land, The Jungle in Pompano Highlands, 38.70 acres
- y. 220 East Atlantic Park, Atlantic Blvd and Cypress Road, 0.94 acres
- z. Cypress Run Alternative School, 5.5 acres
- aa. The city purchased property in Palm Aire containing 4.92 acres at a cost of \$750,000 by Resolution 2009-148 approved on March 24, 2009.
- bb. Added the 3.2 acres in Oceanside Park which was missing from the inventory. This was discovered when the 3.37 acres of that 6.56 acre parcel was converted to CF for Fire Station #11 from the Public Beach acreage on October 26, 2010.
- cc. Added the 1.8 acres for Canine Corner on October 13, 2010.
- dd. Updated park names, added missing parks (Annie Adderly Park, Sanders Park, Lovely Park, NE 16<sup>th</sup> Street Park, removed duplicate listings, December 2012.
- ee. Removed 5.41 acres from Beach Park for land use plan amendment on Pier Parking Lot converting it to Commercial land use, January 2014.
- ff. Elks Property was purchased in October, 2017 and is 10.4 acres.
- gg. The 4.2 acre Centennial Park was added to this inventory
- hh. Added the 97 acre Palm Aire Lakes Park which is approximately 37 acres of land and 60 acres of water, all of which is publically accessible.
- ii. Removed 4.9 Acre "Palm Aire Property" as it was renamed Brummer Park and double counted.
- jj. Removed 3.2 acre Oceanside Parking lot due to Oceanside LUPA to Commercial
- kk. Removed 6.09 acres of Palm Aire Golf Course converted to CR for private indoor tennis facility

II. Airpark LUPA eliminates the 33 acre “arboretum”.

Item 6.b.-d. Methodology of 2020 and Buildout Population Figure for Park Requirement (note: the current Pompano Comp Plan has a 2040 planning horizon with a population projection of 135,553 by 2040 which is a park requirement of 406.7 acres.)

	2020 (Census).	2040 Planning Horizon	Buildout
Population	112,046	135,553	183,299
Broward County Parks Requirements (3 acres per 1,000 population)	338.4 acres	406.7 acres	550 acres
<b>Total Parks supplied</b>	<b>609.8 acres</b>	<b>609.8 acres</b>	<b>609.8 acres</b>
<i>(If the City adds 10% of the County-owned lands to this total, it becomes 610 acres)</i>			

#### Buildout population calculations

89,178	Maximum number of dwelling units allowed by future land use map*
- 12,484	14% of dwelling units held for seasonal use
<u>76,694</u>	Total dwelling units for permanent residents
<u>x 2.39</u>	Persons per occupied dwelling unit from 2020 Census estimate (down from 2.49 in 2017 census estimates)
183,299	Buildout population projection

\* Includes: 6,519 new units from change in land use methodology for Palm Aire; 138 units on 1700 Blount Road; the 626 units in The Claridge (198), Hillsboro Light Towers (72) and the City Center irregular density area (356); the increase of 2,000 units in the Downtown TOC, the additional 2,800 units in the LIVE! RAC, the additional 4 units on the former site of FS 103, the increase of 122 units for Hillsboro Shores; the net increase of 2,399 units in the East Transit Oriented Corridor; the net reduction of 207 units from the Jefferson Amendment (even though those are anticipated to be eventually built as flex units) and net addition of 24 dwelling units from the 1600 Corporation Amendment; the net addition 64 dwelling units by 2 Habitats and John Knox Village; the net addition 303 dwelling units by the WH Pompano LUPA; the net addition 1,300 dwelling units by the Isle of Capri RAC LUPA; the net additional 88 units created by the D.R. Horton land use plan amendment in 2013; the 190 units created by the KOI land use plan amendment in 2012; the 187 units created by the St. Joseph land use plan amendment in 2012 and the additional 907 units created by the Palm-Air North amendment adopted in July 2010 and the net additional of 58 units allowed by the Pines at Crystal Lake amendment adopted in October 2010.

# EXHIBIT J: TRAFFIC GENERATION AND DISTRIBUTION

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# PM PEAK HOUR TRIP GENERATION COMPARISON

## EXISTING WEEKDAY PM PEAK HOUR TRIP GENERATION

ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION		BASELINE TRIPS		MULTIMODAL REDUCTION		GROSS TRIPS		INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS		PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS					
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	MR	Percent	Trips	IC	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total
						In	Out																	
1	Single-Family Detached Housing	11	210	1479	du	63%	37%	788	462	1,250	0	0.0%	0	0.0%	0	788	462	1,250	0.0%	0	788	462	1,250	
2	Multifamily Housing (Low-Rise)	11	220	5219	du	63%	37%	1,427	838	2,265	0	0.0%	0	0.0%	0	1,427	838	2,265	0.0%	0	1,427	838	2,265	
3	Multifamily Housing (Mid-Rise)	11	221	1660	du	61%	39%	395	253	648	0	0.0%	0	0.0%	0	395	253	648	0.0%	0	395	253	648	
4	Multifamily Housing (High-Rise)	11	222	2120	du	62%	38%	356	218	574	0	0.0%	0	0.0%	0	356	218	574	0.0%	0	356	218	574	
G																								
R																								
O																								
U																								
P																								
1																								
12																								
13																								
14																								
15																								
ITE Land Use Code								Total:		2,966	1,771	4,737	0.0%	0	0.0%	0	2,966	1,771	4,737	0.0%	0	2,966	1,771	4,737

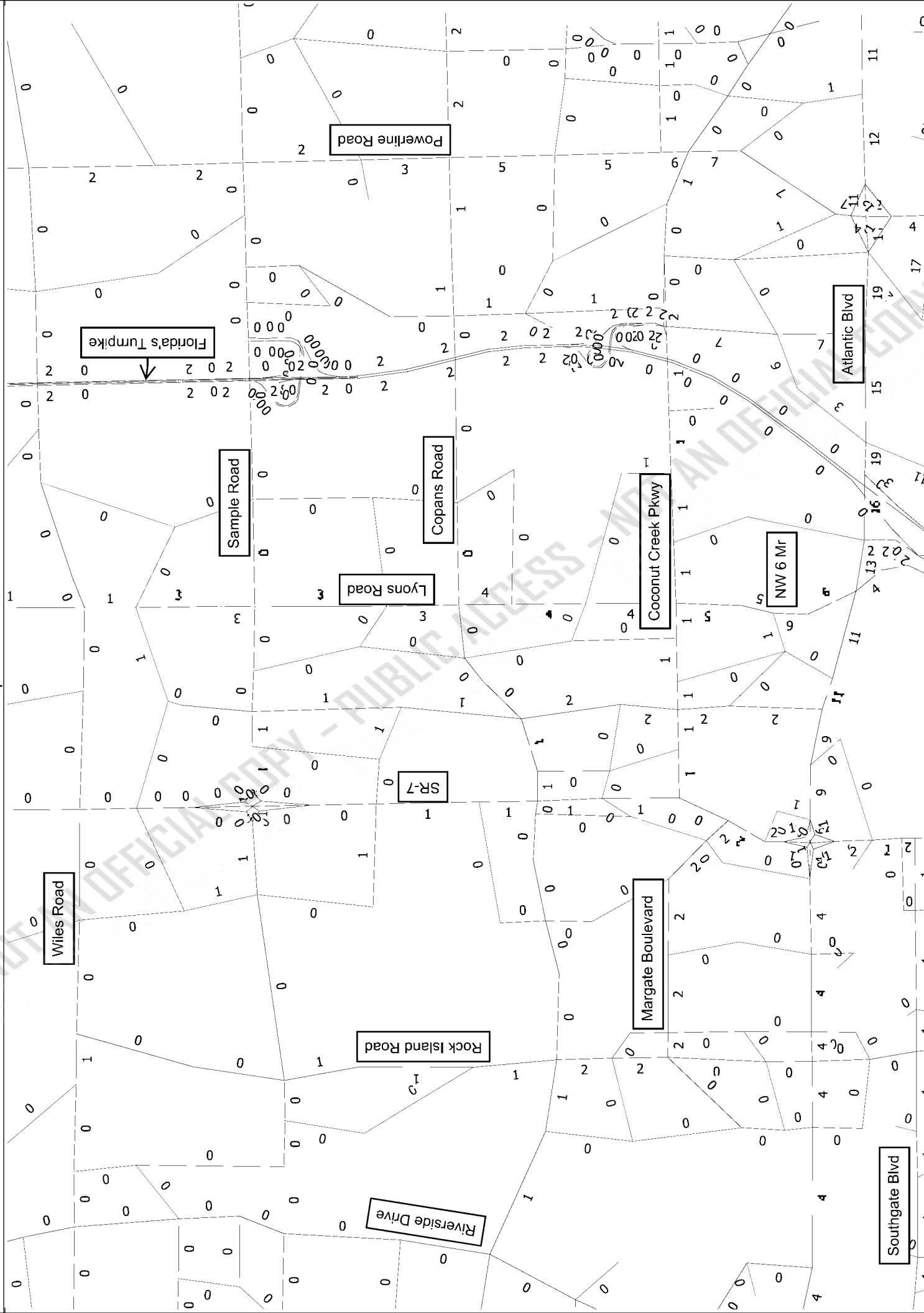
Rate or Equation  
 $LN(Y) = 0.94 * LN(X) + 0.27$   
 $Y = 0.43 * (X) + 20.55$   
 $Y = 0.39 * (X) + 0.34$   
 $Y = 0.26 * (X) + 23.12$

## PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

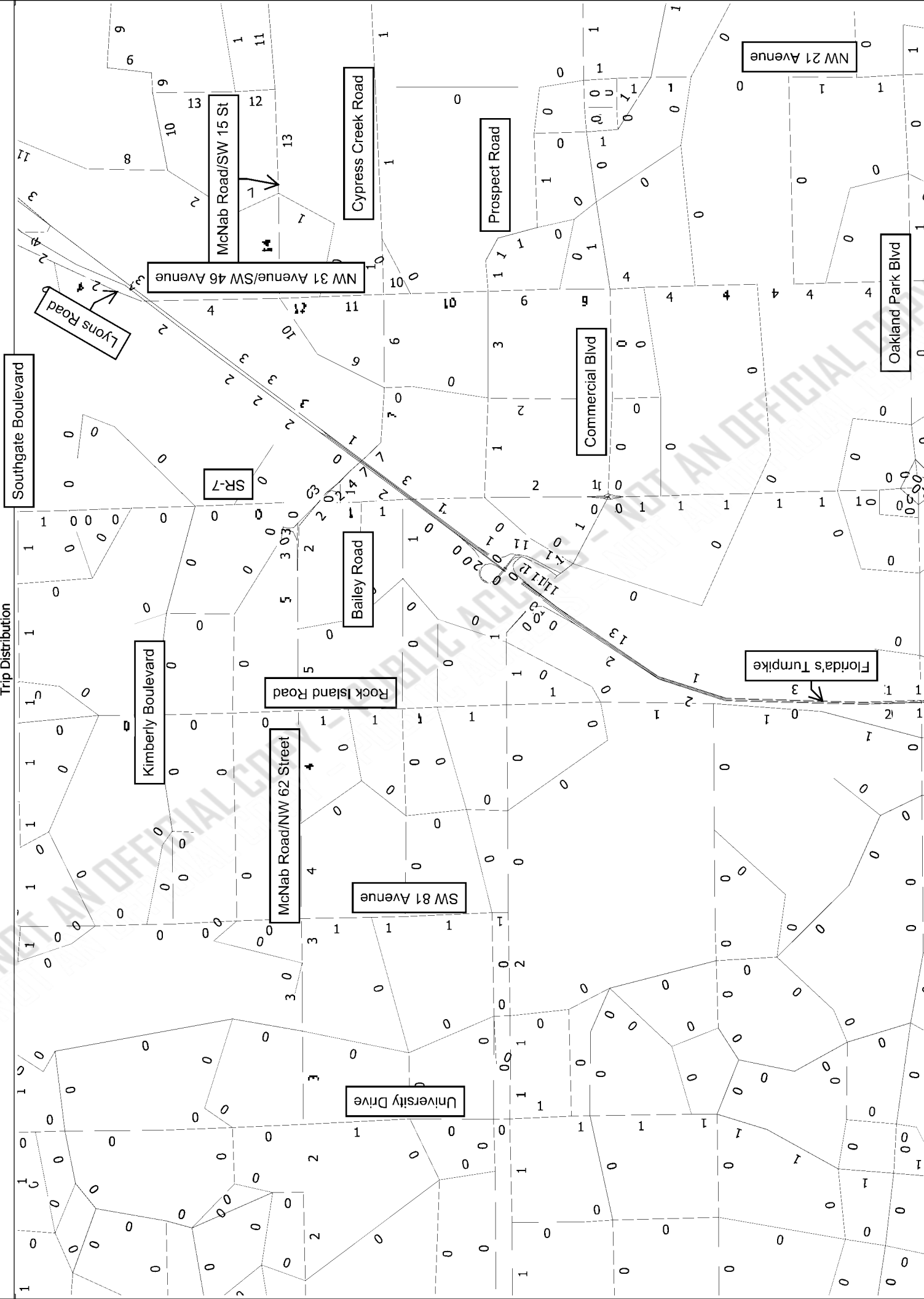
ITE	ITE TRIP GENERATION CHARACTERISTICS				DIRECTIONAL DISTRIBUTION		BASELINE TRIPS		MULTIMODAL REDUCTION		GROSS TRIPS		INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS		PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS					
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	MR	Percent	Trips	IC	Percent	Trips	In	Out	Total	Percent	Trips	In	Out	Total
						In	Out																	
1	Single-Family Detached Housing	11	210	2710	du	63%	37%	1,392	817	2,209	0	0.0%	0	0.0%	0	1,392	817	2,209	0.0%	0	1,392	817	2,209	
2	Multifamily Housing (Low-Rise)	11	220	9562	du	63%	37%	2,603	1,529	4,132	0	0.0%	0	0.0%	0	2,603	1,529	4,132	0.0%	0	2,603	1,529	4,132	
3	Multifamily Housing (Mid-Rise)	11	221	3040	du	61%	39%	723	463	1,186	0	0.0%	0	0.0%	0	723	463	1,186	0.0%	0	723	463	1,186	
4	Multifamily Housing (High-Rise)	11	222	3884	du	62%	38%	640	393	1,033	0	0.0%	0	0.0%	0	640	393	1,033	0.0%	0	640	393	1,033	
G																								
R																								
O																								
U																								
P																								
2																								
11																								
12																								
13																								
14																								
15																								
ITE Land Use Code								Total:		5,358	3,202	8,560	0.0%	0	0.0%	0	5,358	3,202	8,560	0.0%	0	5,358	3,202	8,560

Rate or Equation  
 $LN(Y) = 0.94 * LN(X) + 0.27$   
 $Y = 0.43 * (X) + 20.55$   
 $Y = 0.39 * (X) + 0.34$   
 $Y = 0.26 * (X) + 23.12$

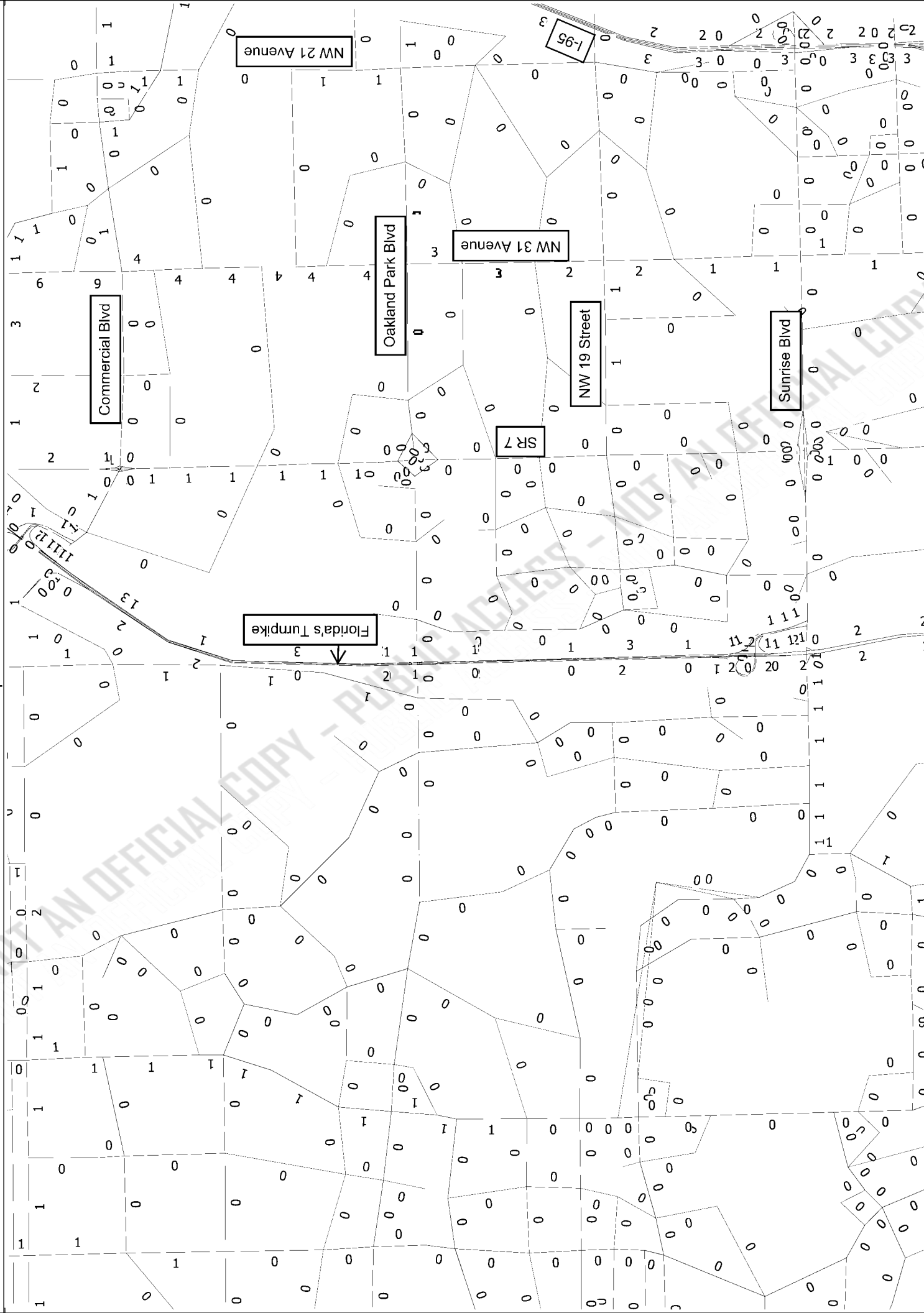
NET NEW TRIPS	2,392	1,431	3,823
IN	1,431	891	2,322
OUT	961	540	1,502
TOTAL	2,392	1,431	3,823

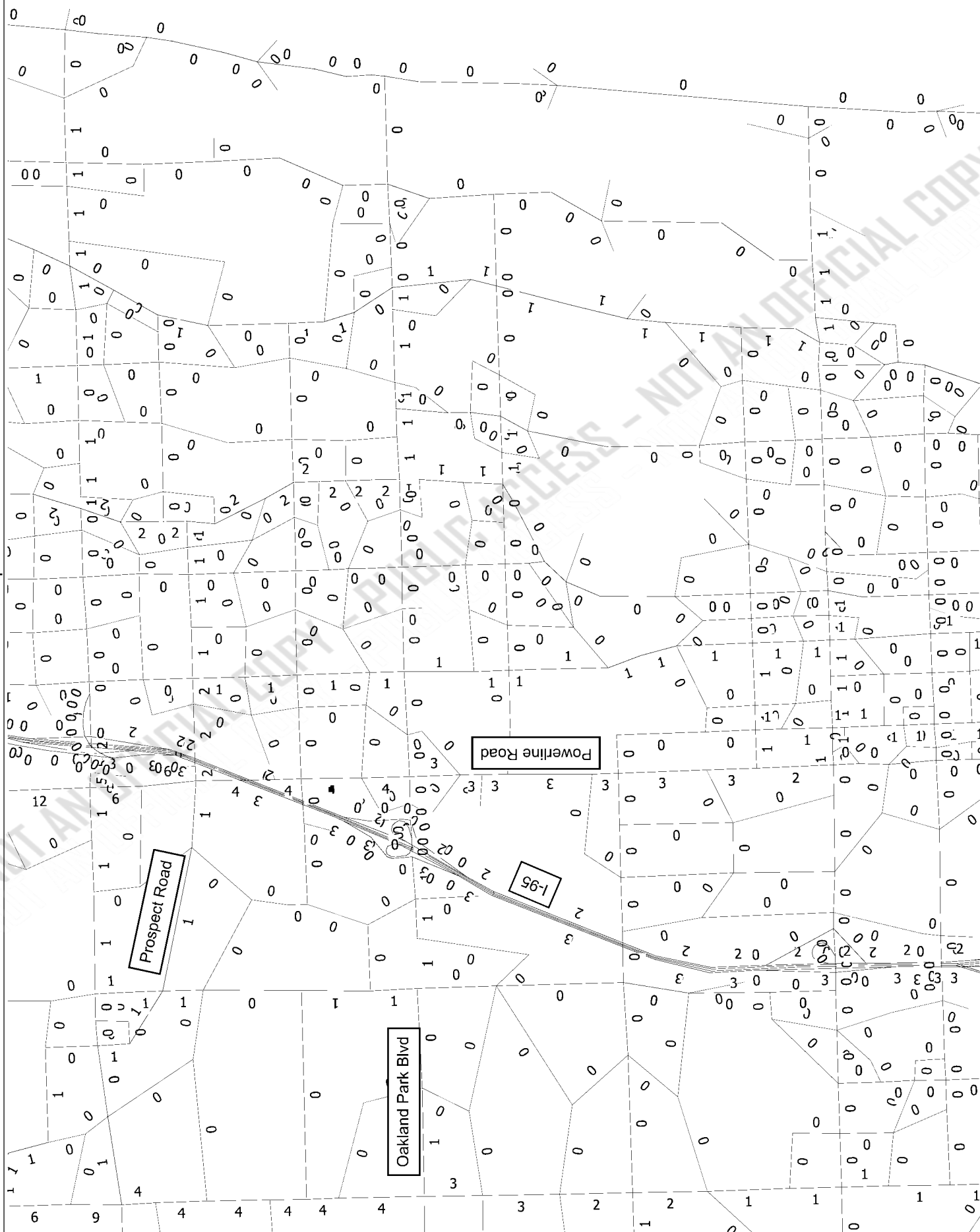












# EXHIBIT K: TRANSIT PROVIDER CORRESPONDENCE

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Transportation Department

**Service and Strategic Planning Division**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

**VIA EMAIL**

March 6, 2025

Jean Dolan, Principal Planner  
City of Pompano Beach

RE: Land Use Plan Amendment (LUPA) – Palm Aire – Transit Verification Letter

Dear Jean Dolan,

Broward County Transit (BCT) has reviewed your correspondence dated February 19, 2025, regarding the proposed Land Use Plan Amendment (LUPA) for Palm Aire for current and planned transit service. The transit service provided within a quarter mile of the amendment site is limited to BCT Fixed Routes 14, 31, 42, 60, 62, and the Pompano Beach Community Shuttle Red Route. Please refer to the following table for detailed information.

*The first row lists the column headings: Bus Route, Days of Service, Service Span, and Service Frequency. The second row details service for BCT Route 14 on weekdays, Saturday, and Sunday line by line. For example, on weekdays BCT Route 14 runs 4:44 a.m. to 12:15 a.m. with a frequency of 24 minutes.*

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
BCT Route 14	Weekday	4:44 A.M. – 12:15 A.M.	24 minutes
	Saturday	5:05 A.M. – 11:32 P.M.	34 minutes
	Sunday	7:29 A.M. – 9:02 P.M.	42 minutes
BCT Route 31	Weekday	5:22 A.M. – 12:21 A.M.	34 minutes
	Saturday	5:26 A.M. – 12:05 A.M.	30 minutes
	Sunday	6:30 A.M. – 11:01 P.M.	40 minutes
BCT Route 42	Weekday	5:10 A.M. – 11:07 P.M.	38 minutes
	Saturday	5:20 A.M. – 10:56 P.M.	45 minutes
	Sunday	8:35 A.M. – 9:20 P.M.	60 minutes
BCT Route 60	Weekday	5:15 A.M. – 12:09 A.M.	29 minutes
	Saturday	5:15 A.M. – 11:49 P.M.	35 minutes
	Sunday	9:00 A.M. – 9:39 P.M.	60 minutes
BCT Route 62	Weekday	4:53 A.M. – 11:54 P.M.	33 minutes
	Saturday	5:57 A.M. – 11:23 P.M.	30 minutes
	Sunday	6:40 A.M. – 10:48 P.M.	33 minutes

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine  
broward.org

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
Pompano Beach Red – BCT 705	Monday	9:00 A.M. – 4:57 P.M.	65/83 minutes

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

Please feel free to call me at 954-357-5481 or email me at [dacohen@broward.org](mailto:dacohen@broward.org) if you require any additional information or clarification on this matter.

Sincerely,

*Daniel Cohen*

Daniel Cohen

Planner

Service and Strategic Planning – Broward County Transit

**EXHIBIT L: HISTORIC AND  
ARCHAEOLOGICAL RESOURCES  
CORRESPONDENCE**

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AR=0  
 SS=0  
 CM=0  
 RG=1  
 BR=0  
 Total=1



## Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
BD03226	RG	POMPANO CANAL	Pompano Beach	Linear Resource - 0 Contrib Resources	Not Eligible	

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**EXHIBIT M: CITY OF POMPANO BEACH  
WEST WELLFIELD MAP**

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## West Wellfield

### Legend

- △ Wellfields
- Pompano Wellfield Protection Zones
- rwwNetworkStructure 500 feet Buffer



This product has been compiled from various source data. However, this product is for reference only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

0 0.075 0.15 0.3 Miles

**EXHIBIT 5**

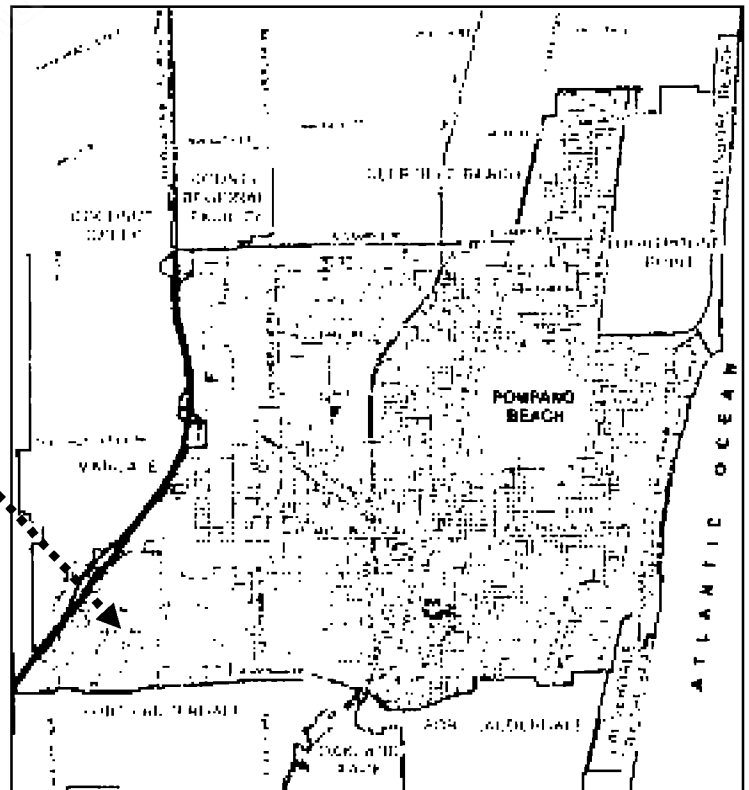
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**ADMINISTRATIVE REPORT NO. 17-364**

**DATE:** October 12, 2017  
**TO:** Planning & Zoning Board  
**VIA:** David L. Recor, Director of Development Services  
 Jennifer Gomez, AICP, Assistant Director of Development Services  
**FROM:** Jean E. Dolan, AICP, Principal Planner  
**RE:** Range at Palm Aire Holdings, LLLP - Club at Palm Aire  
 Flex Unit Allocation Request  
 October 26, 2017 Meeting P&Z #17-05000002

The following is a brief summary of information on the subject and surrounding properties. The Applicant is requesting Flex Allocation approval for a 39-unit townhouse community to be located on a 4.379 net-acre property that is within the Palm Aire Dashed-Line Land Use designation. The property is located at 4091 Palm Aire Drive West. The site is adjacent to and east of the existing Misty Oaks Townhomes and south of the Golf Course Maintenance Building. The applicant has submitted a conceptual site plan (Attachment I) and states that they will be providing an agreement to pay the appropriate in-lieu of fee to buy out of the affordable housing requirement as allowed by Code Section 154.80. This application submittal was reviewed by the Development Review Committee (DRC) on October 18, 2017.

The property is located at 4091 Palm Aire Drive West



## PROJECT HISTORY AND PALM AIRE DASHED LINE AREA

### FLEXIBILITY UNIT ALLOCATION REVIEW STANDARDS

An application for Flexibility Unit Allocation shall be approved based on a finding that there is competent and substantial evidence in the record that the development, as proposed meets the following review standards found in Section 154.61(D):

**(D) Application review standards. An application shall only be approved on a finding that there is competent and substantial evidence in the record that all of the following standards are met:**

**(1) Consistency with applicable goals, objectives and policies of the city's Comprehensive Plan and this chapter.**

The following Comprehensive Plan Goals, Objectives and Policies support this Application:

Goal 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well-being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

Policy 01.03.02 Require residential densities of zoning districts to be consistent with the densities on the Future Land Use Map.

Policy 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.06 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

Policy 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.07.05 Through ongoing updates to the land development regulations provide for townhouses and homeowners associations.

Policy 01.16.01 The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources. ces greenhouse gas emissions.

**(2) The use of the flexibility units will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.**

The proposed project is compatible with adjacent land uses. Existing multi-family developments surround the site, including Misty Oaks Townhomes, Royal Pointe Condominiums, and Vizcaya Townhomes.

**(3) An agreement to provide affordable housing units per Section 154.61 (E), except that infill properties which are one-acre or less are exempt from this requirement, or pay an in-lieu of fee to buy out of the affordable housing requirement per 153.80.**

The Applicant is working with the City on the agreement to provide the required in lieu of fee for the buyout of the affordable housing requirement. The maximum fee would be  $39 \times \$2,333 = \$90,987$ . Since the site has a valid site plan for 15 units, the Applicant would like to have the required in lieu of fee waived for those 15 units making the fee only applicable to 24 of the flex units. The fee would then be  $24 \times 2,333 = \$55,992$ .

At the time of this writing, the City Attorney had not provided an opinion on the ability to provide any fee waivers from Section 154.80.

**Recommendation:**

Given the information provided to the Board, as the finders of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

**Alternative Motion I**

Recommend approval of the Flex Allocation request. This approval is recommended since the request will be consistent with the Review Standards included in Section 154.61(D) of the Code.

This approval recommendation is conditioned upon the following:

1. Prior to Site Plan Approval, the Applicant shall provide a signed agreement documenting how the affordability requirements will be met, pursuant to Section 154.61(E) Planning.
2. Any future site plan submitted for this project shall be substantially conforming to the submitted conceptual site plan, with any amendments needed to comply with the zoning code and other relevant city codes.

**Alternative Motion II**

Table this application for additional information as requested by the Board.

**Alternative Motion III**

Recommend denial as the Board finds that the use of the flexibility units will not be consistent with Section 154.61(D) of the Code.

**Attachment I**  
Conceptual Plan

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**EXHIBIT 6**

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**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ALLOCATING A MAXIMUM OF NINETY-NINE (99) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED IN PALM AIRE, WEST OF POWERLINE ROAD AND SOUTH OF PALM AIRE DRIVE NORTH ON PROPERTY COMMONLY KNOWN AS 2606 PALM AIRE DRIVE NORTH; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Alltech Group requests an allocation of a maximum of ninety-nine (99) residential flex units in order to construct 99 dwelling units for a residential development on property located in Palm Aire, west of Powerline Road and south of Palm Aire Drive North, legally described in Exhibit "A"; and

**WHEREAS**, the subject property has a Dashed-Line Land Use Designation; and

**WHEREAS**, the City of Pompano Beach Planning Code Section 154.61 requires that applications for flex and reserve units must comply with certain requirements to construct affordable housing; and

**WHEREAS**, the applicant intends to comply with the affordable housing requirements of Section 154.61(E), by providing a fee in lieu of constructing affordable housing prior to building permit as allowed by Section 154.80; and

**WHEREAS**, in order to construct the proposed project on the subject property, the city will have to allocate a maximum of 99 flex units because all of the units in the Palm Aire Dashed Line land use category have been allocated to other properties; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Pompano Beach hereby allocates a maximum of 99 flex units, all of which will come from the unified flex zone for the proposed multi-family development to be constructed on the property which is legally described in Exhibit “A.”

**SECTION 2.** The number of flex units in the unified flex zone shall be reduced by how ever many units are necessary for the project, not to exceed 99 units.

**SECTION 3.** The proposed project must be built in substantial conformity with the attached conceptual site plan as shown in Exhibit “B,” a copy of which is attached hereto and made a part hereof..

**SECTION 4.** The applicant must comply with the affordable housing requirements of Section 154.61(E) of the Planning Code, which will be through the Applicant’s payment of fees in lieu of construction per Section 154.80, Affordable Housing Contributions.

**SECTION 5.** The applicant shall resolve issues related to utility easements and other specific site design issues during the site plan approval process.

**SECTION 6.** Failure of the applicant to obtain a principal building permit for its project as shown in Exhibit “B” within two years of the date of this resolution shall render the allocation of the flex units null and void.

**SECTION 7.** Failure of the applicant to construct the project substantially in accordance with the conceptual site plan as shown in Exhibit “B” shall render the allocation of the flex units null and void; the units may not be used for or applied to any other project or projects.

**SECTION 8.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**

:jrm  
1/29/18  
L:reso/2018-94

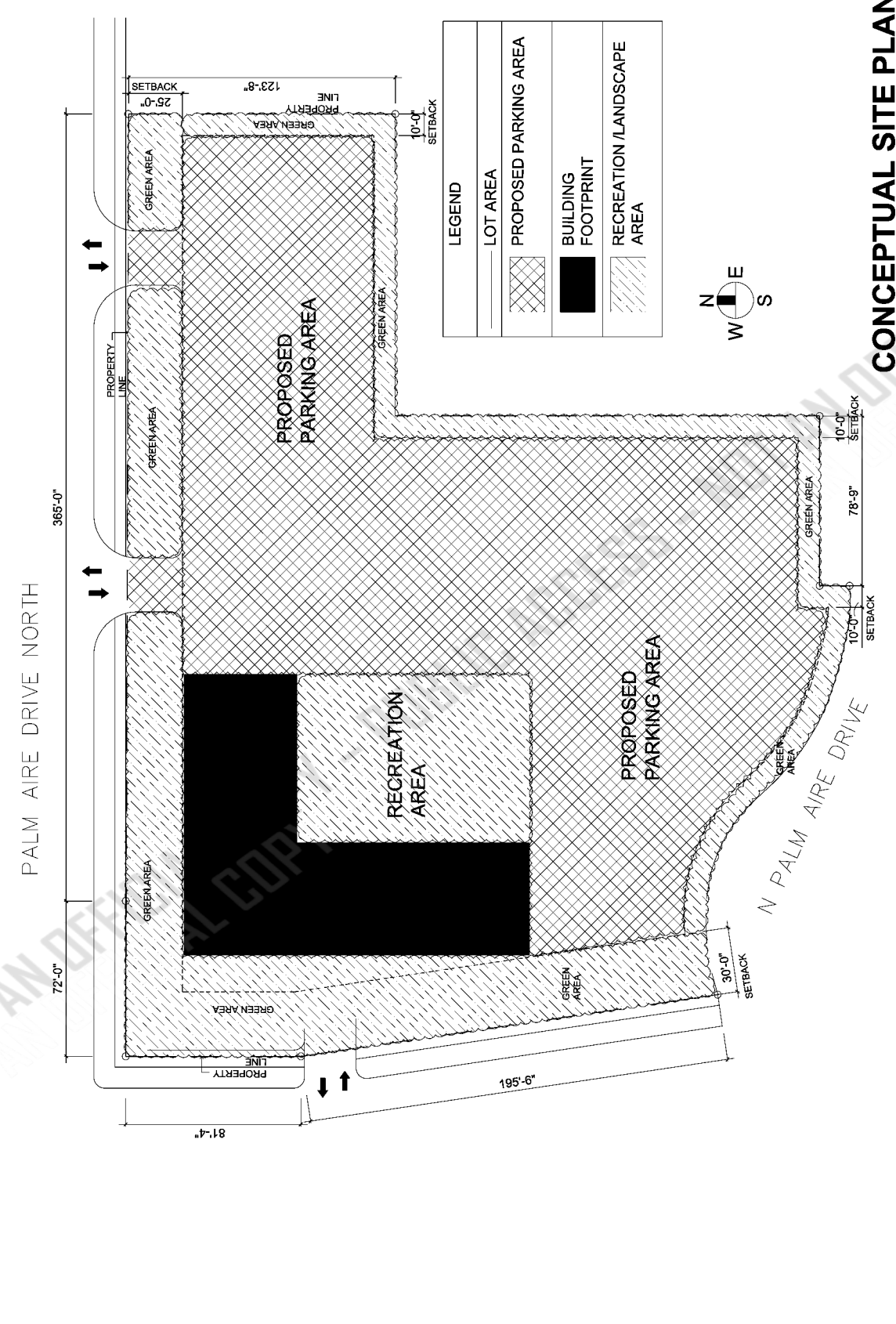
Exhibit A

LEGAL DESCRIPTION

4-49-42 & THE WORLD OF PALM-AIRE PLAT NO 1 114-50 B PT GOV LOT 8 & TR A OF  
114-50 B DESC AS:BEG NE COR TR A,E 366.17 S 123.62,W 140.05,S 196.01,W 78.78,S  
14,NWLY 106.88,NWLY 75.48,W 37.47,NW 80.77,SW 21.40 NW 13.82,SW 165.68,NW  
38.56,NW 16.19,NLY 37.50,NELY 225.55, E 128 TO POB,LESS POR DESC IN OR  
44154/1995,LESS PAR A & B DESC IN OR 45095/200.

Exhibit B  
CONCEPTUAL SITE PLAN

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**CONCEPTUAL SITE PLAN**  
 NTS

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**EXHIBIT 7**

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**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY  
MEMORANDUM #19-023**

**DATE:** July 1<sup>st</sup>, 2019  
**TO:** City Commission  
**FROM:** Planning and Zoning Board/ Local Planning Agency  
**SUBJECT:** FLEXIBILITY UNITS – Usman Palmaire Flex Request  
1001 SW 26 Avenue  
P & Z #19-05000002

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on June 26, 2019, the Board considered the request by **USMAN PALMAIRE LLC** requesting an approval of fifty eight (58) flex units for the above referenced property.

With a unanimous vote, the Board finds that the proposed allocation of flex units is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 18-297, and therefore it is the recommendation of the Board that the FLEXIBILITY UNIT request be approved, subject to the following conditions of staff:

1. The site plan ultimately approved for this site shall be generally consistent in regard to building placement, setbacks and buffering with the Conceptual Plan (Attachment 1). Minor revisions that are necessary to meet the City’s Code and/or do not affect the density or intensity of the site, such as (but not limited to) building dimensions, stormwater retention and access locations, will be allowed without additional public hearings.
2. Prior to site plan approval the Applicant shall determine the preferred approach to meeting the affordable housing requirement pursuant to Section 154.61(E) Planning by either: providing an agreement to provide affordable housing units; or by providing an in lieu of fee in accordance with Section 154.80.
3. If a building permit is not issued by two years from the Resolution’s approval date, then the approval of this Flex Allocation shall become null and void.

Digitally signed by  
**Fred Stacer**  
DN: cn=Fred Stacer, o=City of St. Elizabeth Gardens

---

Fred Stacer  
Chairman  
Planning and Zoning Board/ Local Planning Agency

**EXHIBIT 8**

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City of Pompano Beach  
 Department of Development Services  
 Planning & Zoning Division

# DRC

P&Z#: 23-05000007  
 PZ23-05000007

100 W. Atlantic Blvd Pompano Beach, FL 33060  
 Phone: 954.786.4679 Fax: 954.786.4666

11/20/2024  
**Development Application**

**Project Type:** Flex & Redevelopment Unit  
 Allocation

**Submission #:** FLEX-2023-8

### Site Data

<b>Project Name:</b>	The Oaks at Palm Aire	<b>Size of property:</b>	652528.0
<b>Street Address:</b>		<b>Number of units (Residential):</b>	216.0
<b>Folio Number(s):</b>	494205000047 & 494205000020	<b>Total square feet of the building* (Non-Residential):</b>	11731.0
<b>Project Narrative:</b>	FLEX application for Oaks at Palm Aire		

### Applicant

### Landowner (Owner of Record)

<b>Name:</b>	Scott Backman/Miskel Backman, LLP	<b>Business Name (if applicable):</b>	Clublink US, LLC
<b>Title:</b>	Partner	<b>Print Name:</b>	
<b>Street Address:</b>	14 SE 4th St. Suite 36	<b>Street Address:</b>	551 S. Powerline Rd.
<b>Mailing Address City/ State/ Zip:</b>	Boca Raton FL 33432	<b>Mailing Address City/ State/ Zip:</b>	Pompano Beach FL 33069
<b>Phone Number:</b>	561-405-3325	<b>Phone Number:</b>	561-405-3350
<b>Email:</b>	sbackman@miskelbackman.com	<b>Email:</b>	mscott@dmbblaw.com

### ePlan agent (if different):

<b>Name of ePlan agent:</b>	
<b>Email of ePlan agent:</b>	
<b>Phone Number of ePlan agent:</b>	

**EXHIBIT 9**

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### Legislation

Share RSS Alerts

#### Details

File #:	LN-561	Version: 2	Name:	
Type:	DRC Submission		Status:	Regular Agenda Ready
File created:	1/22/2024		In control:	<u>Development Review Committee</u>
On agenda:	4/3/2024		Final action:	
Title:	PULTE HOME COMPANY LUPA			
Attachments:	1. <u>DRC Drawings 02.07.2024.zip</u> , 2. <u>DRC Documents 02.07.2024.zip</u> , 3. <u>DRC Documents 04.03.2024.zip</u> , 4. <u>DRC Drawings 04.03.2024.zip</u>			

#### Text

DEVELOPMENT REVIEW COMMITTEE  
Meeting Date: APRIL 3, 2024

title  
**PULTE HOME COMPANY LUPA**

**Request:** Land Use Plan Amendment (LUPA)  
**P&Z#** 23-92000001  
**Owner:** LENR Development LLC  
**Project Location:** N Course DR  
**Folio Number:** 494204000062  
**Land Use Designation:** Palm Aire Dashed Line Area - OR (Recreation Open Space)  
**Zoning District:** PR (Parks and Recreation)  
**Commission District:** 5 (Barry Moss)  
**Agent:** Amanda Martinez (amartinez@dmbblaw.com)  
**Project Planner:** Jean Dolan (954-786-4045 / jean.dolan@copbfl.com)

#### PLANNING

Plan Reviewer: Jean E. Dolan, AICP, CFM  
Status: Resubmittal Required

1. Response to 1.D: Per the response to 1.E, the Applicant acknowledges this amendment affects 100% of Palm Aire which means every owner inside the dashed line and within 500 feet of the dashed

line will have to be noticed prior to P&Z and both readings at City Commission.

2. Response to 1.E: The Applicant acknowledges the proposed LUPA is not a small scale amendment and changes the land use for every owner in Palm Aire. The City requires all Applicants to be the owner or contract purchaser of the land subject to the Application per 155.2303.A.2. The Applicant, therefore, is not qualified to propose this amendment.

3. Response to 2.A and 2.C: The Applicant and the Owner identified in this Application are not the owner or contract purchaser of the entire area subject to this LUPA and thus the request does not meet the requirements of 155.2303.A.2.

4. Response to 2.D: The 21.4 acres described in this section of the amendment application is the only portion of the 1,579 acres in Palm Aire that the Applicant and Owner may be qualified to amend, however, as the application acknowledges, changing the land use of this 21.4 acres ipso-facto changes the land use designation for all 1,579 acres in Palm-Aire which draws eligibility into question.

There are three ways the 21.4 acre portion of the amendment can move forward. The City will need the Applicant to provide the revised legal for the Palm Aire dashed line in any scenario where the dashed line is to remain. The City Commission will also have to either agree to pay the County's LUPA Application fees for the entire dashed line amendment or the Applicant will have to agree to cover the City's costs.

(A) The City will need to do a concurrent City/County LUPA that precedes the 21.4 acre amendment by removing the dashed line entirely and amending the land use map to show a collection of land use designations reflective of what is actually built on the properties. This will enable owners to do individual LUPAs without affecting land they do not own; OR

(B) The City will need to do a concurrent amendment that follows the 21.4 acre amendment that changes the legal description of the dashed line on the City's land use plan and the density of the revised dashed line area on the County's land use plan. That amendment will have to be approved or denied in a manner that matches the P&Z recommendation and/or vote by the City Commission for the 21.4 acres; OR

(C) The P&Z Board and the City Commission will have to acknowledge in their motions for approval or denial of the 21.4 acre amendment that the amendment is an ipso-facto amendment of the entire Palm Aire land use designation. If the 21.4 acre amendment is approved, therefore, the companion amendment that the City will process as a condition of the County/City approval of the 21.4 acre amendment must be approved. The 21.4 acre amendment will be conditioned on and will become effective when the entire Palm Aire dashed-line LUPA has been approved and is effective.

*Regardless of which of the three tracks is chosen, all of Palm Aire is affected and must be noticed.*

5. Response to 4.A: This response also affirms that the concurrent County land use plan amendment affects the entire dashed-line area which is not owned by the Applicant. The language in this response needs to be revisited because it states that the primary drainage system within the dashed line is being decreased when it is not affected by the 21.4 acre parcel being removed. The density on the County's plan will be changing to 7.10 not 7.02 as a result of removing the 21.4 acre area. The math the Applicant is using to get the 7.02 du/ac density is based on reducing the number of units vested by the County's plan to match the City's 10,631 units. That is not correct. As shown on Exhibit D in the Application, the County plan currently allows for 10,748 units. ( $10,748 \text{ units} / 1514.14 \text{ acres} = 7.10 \text{ du/acre}$ ).

6. Response to 4.B and 4.C: Flex has been used in Palm Aire. By pointing out that the project affects 100% of Palm Aire, it is evident that the impact analysis is limited to the 21.4 acre parcel actually owned by the Applicant. Please refer back to the 3 possible scenarios provided in the response to 2.D

that describe the ways this LUPA can continue based on the fact that the Applicant is not qualified to request a LUPA for property owned by others.

7. Exhibit C: This depiction of the County's FLUM should show the change in land use density for all of Palm Aire to equal 7.10 units/acre.

8. Exhibit D: Note that County's plan allows for 10,748 units and calculate the post-LUPA density accordingly (7.10 units/acre).

9. Response to 4.E: The math was corrected in the response to this question to show that 269,684 max square feet of structure that the zoning will allow, however, you did not change the number used in the impact analysis thus creating an inconsistency in the Application.

10. Response to 5.A.3 and 5.B.3: See note regarding the 269,684 SF above. These are the two questions where you could fix the math.

11. Note: The Water, Wastewater and Drainage service provider letters must be included in the Application prior to being considered for hearings.

12. Response to 5.D and 6: Previous comment on the first DRC submittal has not been addressed and is still required, see below.

Author: DoJea Subject: Sticky Note Date: 1/10/2024 5:44:43 PM -05'00'

Provide correspondence from the SFWMD or Broward County, as appropriate, that there will be no objections to the filling of the 3 lakes in regard to aquifer recharge potential and the project will not be permitted to discharge any more water in the post development condition than under current conditions.

Currently, the Palm Aire Lakes provide additional water storage for the primary drainage system through an interconnect between the Pompano Canal and the lakes which historically have accepted additional water during dry periods due to wellfield drawdown. Please explain any impact on the overall water storage capacity if the current practice of using the primary drainage system to refill the Palm Aire Lakes requires less input due to the filling of the 3 smaller lakes and any other post development conditions that may affect overall water storage capacity.

13. Response to E.5.C: Remove all references to 2012 and simply say there will be a net loss of 4.7 acres of lake area. Provide the calculations for pre and post development recharge given the reduction in pervious green space and lakes.

14. Response to 6.H: Previous comments not addressed. When the Major Site Plan shows the location of the City's infrastructure with appropriate setbacks and protection areas, the results will be included in this section and deemed complete.

Author: DoJea Subject: Sticky Note Date: 1/11/2024 3:27:20 PM -05'00'

Describe what the Broward County wellfield protection ordinance requires which is primarily related to hazardous materials that are not commonly present in a residential development.

Include in this response the setbacks and other requirements shared by Pompano Beach water utilities on January 10, 2024 to protect the existing and future infrastructure on the site related to the City's present and future wells and other infrastructure both above and underground.

15. Response to 6.I: State in this section that soils will be removed to the required depth to deal with required arsenic contamination to the extent required for residential use. Include the protective measures that will be taken during soil remediation work to protect the City's water supply infrastructure.

16. Response to 7: Previous comment not addressed.

Author: DoJea Subject: Sticky Note Date: 1/11/2024 1:56:05 PM -05'00'

The City and County will require 15% of this housing to be set aside as affordable or the payment of an in lieu fee of \$10,000 per unit must be paid into the Affordable Housing Trust Fund for every new unit to pull building permits. Include in the response to #7.

17. Response to 12: Public Outreach: The amendment affects 1,579 acres. Neighborhood meeting coverage should reflect the entire community that will receive notification of these two LUPAs. Staff has attached the latest list of HOA Presidents provided by Palm Aire United.

18. Response to 14.B: This question appears to be missing from the Application. If the large scale amendment goes forward concurrent with the 21.4 acre amendment, concurrent DEO submittal of the City and County amendments will be requested.

19. Response to 13: Review this question for typos in the actual question. It should read: "Describe consistency with highlighted regional issues and policies of the Broward County Land Use Plan."

20. Comments on compliance with policies listed under #13:

City Policies:

Policy 01.01.11 - The issue of our potable water supply and water supply facilities are of critical importance due to their location on the 21.4 acre subject property. If those facilities are damaged during soil remediation and/or construction and/or during future residential use, the entire City could be impacted and lose access to raw and treated water for an unknown period of time. This concern really can't be overstated. For this reason, this project will not be considered ready for any level of implementation until our Utility Department is comfortable with the plan to protect our water infrastructure.

Policy 01.06.07 - The Site Plan submitted for PreApp and reviewed on March 12, 2024 does not adequately address the locations and protection strategies for the existing and future wells and associated underground infrastructure. This project will not be considered ready for consideration until the Water Utilities Division is satisfied with all issues raised during the LUPA, Rezoning and Major Site Plan review process in regard to the City's water and wastewater related infrastructure.

Policy 01.14.01 - Potential damage during soil remediation and construction to our raw water wells and raw water distribution infrastructure threatens the availability of potable water services to significant portions of the City. The concerns about our water infrastructure that was previously unthreatened by the open space use of the land far outweighs any benefits to the City of an additional 186 townhouses. As previously stated and emphasized, this project will not be ready for consideration until the water utilities division is satisfied with all utility related issues raised during the LUPA, Rezoning and Major Site Plan review process.

County Policies 2.14.2 and 2.11.2 - Refer to the threats to the City's potable water infrastructure during soil remediation and construction and discuss protection measures that will be taken to ensure adequate potable water services continue to be available and are not interrupted for the majority of the City as a result of development of this site.

## ZONING

Plan Reviewer: Saul Umana

Review Status: Review Complete pending Development Order

1. LUPA application associated with Site Plan # 24-1200001. Complete site plan comments to be provided by time of site plan submittal.
2. Echoing Landscaping comments that all amenities and site landscaping shall be constructed/installed prior to issuance of first CO
3. Obtain all approvals for the drainage, filling of existing lakes and creation of new lakes

### LANDSCAPE

Plan Reviewer: Wade Collum

Review Status: Review Complete pending Development Order

Comments will be rendered at time of site plan submittal. Provide landscape plans in accordance with 155.5203 for the entire site at that time.

### WASTE MANAGEMENT

Environmental Services Comments

Project Name: Pulte Home Company LUPA

Address: North Course Drive

P&Z#: 23-92000001

Review: 01/18/2024

DRC Date: 02/07/2024

The Environmental Services Department has no objections to the proposed land use plan amendment.

### ENGINEERING DEPARTMENT

Plan Reviewer: David McGirr

Review Status: Review Complete pending Development Order

No Comments. 1-16-24

### BSO

Development Review Committee Date Reviewed: 01/18/24

Subject: CPTED and Security Strengthening Report: PZ#: 23-92000001

Address: N. Course Dr., Pompano Beach, FL

Type: L.U.P.A.

Reviewer: BSO Deputy Tony Russo for the City of Pompano Beach

Reviewer: BSO Deputy Patrick Noble for the City of Pompano Beach

anthony\_russo@sheriff.org

M-(561) 917-4556 (Call, Text & Email; No Voicemail)

patrick\_noble@sheriff.org

M-(954) 709-7006 (Call, Text & Email; No Voicemail)

Monday - Thursday; 8 AM - 4 PM

\*\*\* ATTENTION IMPORTANT \*\*\*

The services of an independent, and highly experienced, qualified and certified Security Crime Prevention/ CPTED Consultant are highly recommended to achieve and maintain objective credible security review integrity, and to expedite processing.

\*\*\* DISCLAIMER \*\*\*

This safety and security review does not guarantee a crime will never occur; it is an effort to mitigate opportunities for crime and to help avoid any present and future security deficiencies, conflicts, threats, breaches, or liabilities that might occur without any review.

**\*\*\* ATTENTION IMPORTANT \*\*\***

AS PER CODE 155.2407.E.9., AT THE TIME OF PERMIT SUBMITTAL, THE CPTED SECURITY STRENGTHENING DRAWING PLAN AND SEPARATE CPTED SECURITY STRENGTHENING DRAWING PLAN NARRATIVE SHALL BOTH BE SUBMITTED AS PART OF THE REQUIREMENTS FOR PLANNING & ZONING REVIEW AND APPROVAL.

**\*\*\*ATTENTION IMPORTANT\*\*\***

Participation in the BSO No Trespassing Program is required. If this site is already on the program, then additional signage may be necessary along with an updated affidavit signed by authorized personnel. Please contact the BSO Pompano Beach C.P.T.E.D Advisor regarding placement of the No Trespass Signs.

\*No comments at this time as this a Land Use Plat Amendment (LUPA).

**UTILITIES**

Nathaniel Watson

Review Status: Resubmittal Required

*None of the comments provided during the first review have been addressed in this second submittal and it appears the conceptual site plan has been entirely removed from the Application. The site plan submitted for PreApp, which was provided comments on March 12, 2024, also did not adequately address these issues. The Application will not be considered ready for hearings until these items are adequately addressed.*

The following comments are as discussed during the January 10, 2024 meeting.

**Concerns**

- Proximity to the raw water supply and electrical system
- May impact future well development and generator
- 75% of the City's water comes from this wellfield and may impact future supplies
- Impact to recharge to the aquifer
- Stormwater storage
- Additional stormwater runoff due to impervious areas

**Requests**

1. Concern about wellfield recharge with the filling in of the existing lakes. Provide a pre and post development recharge analysis and include in the Application.
2. Existing infrastructure is assumed to be within an easement or controlled by the utility. Show the City's infrastructure and requested easements on the conceptual development plan.
3. Proposed development is encroaching on a 20" potable supply. Show the potable water supply line and the requested easement on the conceptual development plan.
4. Proposed development is encroaching on western wells 24 and 25 along with the raw water transmission line. Show the location of this infrastructure and the requested easements and water retention for maintenance on the conceptual development plan.
5. Need water main easements of 30'. Show on conceptual development plan.
6. Need well easements of 50' with water retention area for well maintenance. Please show on conceptual development plan.
7. New raw water main and well site easements should be obtained for the two future well sites, Generator Building and installation of 1,600 ft. of 24" C900. Show locations on proposed development plan.
8. Wells 24, 25, 26 need to have power moved underground. All future wells shall be underground power. Show locations of these wells and space for underground power on the conceptual development plan.
9. Mutually agreed upon electrical contractor should be used for all power supplies to the wells and wellfield. Problems with inferior work to the north demonstrate this need. Electrical Engineer for

design. All underground electrical supply to be encased in concrete. Please provide a \$5 million bond at time of building permit which will be used to address any damage to our infrastructure during construction. Any damage over \$5 million will be an additional developer responsibility to correct.

10. Look at property considerations (give the Utility property) to install a generator for the southern wellfield area. Please show locations on conceptual development plan.

11. Access to all infrastructure through an ingress/egress agreement. Show locations on conceptual development plans.

12. Comply with all Broward County Wellfield protections, SFWMD and DEP regulations. Provide letters from both agencies as part of LUPA/Rezoning process to confirm any conditions those agencies will have for filling the small lakes and entitling the property.

### **BUILDING DIVISION**

Plan Reviewer:

Review Status: Review Complete pending Development Order

No comments. 3/5/24

### **FIRE DEPARTMENT**

Jim Galloway

Review Status: Review Complete pending Development Order

The comments on the LUPA are the same as for the rezoning (24-13000001). Please refer to that project for the Fire Dept. comments.

**EXHIBIT 10**

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**Project #:** PZ24-12000001 (Major Site Plan)

**Initial Submittal:** May 14, 2024

**Resubmittal:** October 22, 2024

# Lakes at Palm Aire City of Pompano Beach, Florida



Submitted to:

**City of Pompano Beach**

Development Services Department

Pompano Beach, Fl. 33060

O: 954-786-4000

Prepared for:

**Pulte Home Company, LLC.**

Mr. Patrick Gonzalez

1475 Centrepark Blvd. Suite 140

West Palm Beach, Fl. 33401

Prepared by:

**Design & Entitlement Consultants LLC.**

Ken DeLaTorre

1127 Royal Palm Beach Blvd., Unit 411

Royal Palm Beach, Fl. 33411

# DRC

PZ24-12000001

12/04/2024

**List of Applicant / Consultants**

**1. Client /Applicant:**

Pulte Home Company, LLC  
Representative: Mr. Patrick Gonzalez  
1475 Centrepark Blvd. Suite 140  
West Palm Beach, Fl. 33401  
O: 561-206-1458  
E: [patrick.gonzalez@pulte.com](mailto:patrick.gonzalez@pulte.com)

**2. Site Planning / Landscape Architect:**

Design & Entitlement Consultants, LLC /  
Divine Design Landscape LLC  
Representative: Ken DeLaTorre  
1127 Royal Palm Beach Blvd., Unit 411  
Royal Palm Beach, Fl. 33411  
O: 561-707-3410  
E: [ken@designandentitlement.com](mailto:ken@designandentitlement.com)

**3. Engineering:**

Schnars Engineering Corp.  
Representative: Jeff Schnars  
947 Clint Moore Road  
Boca Raton, Fl. 33487  
O: 561-241-6455  
E: [jeff@schnars.com](mailto:jeff@schnars.com)

**4. Surveyor:**

Caulfield & Wheeler  
Representative: David Lindley  
7900 Glades Road  
Boca Raton, Fl. 33434  
O: 561-392-1991  
E: [dave@cwiasoc.com](mailto:dave@cwiasoc.com)

**5. Traffic Engineer**

Bowman  
Representative: Natalia Lercari  
2090 Palm Beach Lakes Blvd. Suite 400  
West Palm Beach, Fl. 33409  
O: 561-840-8650  
E: [nlercari@mcmahonassociates.com](mailto:nlercari@mcmahonassociates.com)

**DRC**

## Section I: Justification Statement – Major Site Plan Application

### Introduction and Proposed Applications

This Development Application is being filed on behalf of Pulte Home Company, LLC. for the development of the Lakes At Palm Aire Property (Subject Property). This application is requesting approval of a Major Site Plan Application for a 20.64 acre parcel on the south side of West Atlantic Avenue. A supporting Rezoning Application has been submitted and is currently under review by Pompano staff requesting a rezoning from PR - Parks and Recreation Zoning District to RM-12 Multiple Family Residential District. These applications supplement a Land Use Plan Amendment application submitted by others, which proposes to amend the City Land Use Designation of the Subject Property from OR - Recreation And Open Space Within The Palm Aire Dashed Line Area (10,631 D.U.) to LM - Low Medium Residential (0 - 10 D.U./Ac.). The proposed Land Use Designation would cap the proposed project at two hundred, fourteen (214) dwelling units.

The subject property is located on the south side of West Atlantic Boulevard approximately 0.6 miles east of the Florida Turnpike. The subject property is the former, now closed, Pines and Sable Golf Course within the Palm Aire residential golf community. The new residential community will consist of fee simple residential townhome units with a total of one hundred - ninety (190) residential units available for sale to prospective home buyers. The townhomes will be further broken down by two different home types: a 20' wide townhome and a 24' wide townhome is proposed for sale to prospective home buyers. Per the requirements of Broward County and the Land Use Plan Amendment application referenced, fifteen (15) percent of the proposed homes will need to be allocated for affordable housing. The applicant will address this requirement by providing the homes onsite, or the payment in lieu of the required homes option. The main entrance for this residential community, as indicated on the attached Major Site Plan, will be on the north property line off of West Atlantic Boulevard and is proposed to line up with N.W. 31st Avenue on the north side of West Atlantic Avenue. Additional details on how each City code requirement and criteria is addressed is provided within the Justification Statement Section of this document.

### Surrounding Properties and Compatibility

Should the indicated application requests be approved, the proposed Lakes At Palm Aire Residential Community will be compatible with most of the existing uses surrounding it. Directly to the north of the property are two non-residential properties located on the north side of the Pompano Canal. The property to the northwest is zoned CR, Commercial Recreation, with a Land Use of CR Commercial Recreation. The property to the northeast is zoned B-3 General Business, with a Land Use of C - Commercial. It is the applicant's understanding that these parcels are currently seeking plan approvals for hotel and supporting uses. The Pompano Canal provides a natural buffer between the incompatible uses. A ten foot buffer is also proposed on the Site Plan to further address transitions between the parcels. A proposed six (6) - foot fence is also proposed along this north buffer as well.

To the east of the subject property is the existing Palm Aire Condominium residential community. This is an existing condominium residential community which consists of two story condominium residential units. This development has a Land Use Designation of The Palm Aire Dashed Line Area (10,631 D.U.) and a Zoning Designation of RM-45 Multiple Family Residential 45.

To the southeast of the subject property is open space lake area. This parcel has a Land Use Designation of OR - Recreation And Open Space Within The Palm Aire Dashed Line Area (10,631 D.U.) and a Zoning Designation of PR - Parks and Recreation Zoning District. This parcel was part of the former golf course but also contains a large lake to replace the old golf course and is now a City owned public park.

To the south of the subject property is a mix of two parcels. The easternmost parcel is the existing Palm Aire Country Club Apartment Condominium residential community. This is an existing community that consists of eight story condominium apartment residential units. This development has a Land Use Designation of The Palm Aire Dashed Line Area (10,631 D.U.) and a Zoning Designation of RM-45 Multiple Family Residential 45. The applicant design team designed the current Master Plan in order to have either Recreation uses, or drainage uses adjacent to these existing high rise residential units.

The second parcels is a large existing lake which also was part of the former golf course but also is utilized for drainage purposes. The applicant is proposing to expand this lake into the subject property limits in order to increase the lake area and open space area. This parcel has a Land Use Designation of OR - Recreation And Open Space within The Palm Aire Dashed Line Area (10,631 D.U.) and a Zoning Designation of PR - Parks and Recreation Zoning District.

**DRC**

Finally, to the west of the subject property is the canal 14 property. Further west of the canal is also existing residential developments. These existing residential developments are compatible with the proposed townhome residential community.

Applicant team has meet with the City of Pompano Beach Utilities Department on January 10, 2024. At this meeting, the requirements to have development directly adjacent to the City well sites was discussed at great length. As a result of this meeting several revisions were completed to the proposed Master Site Plan and Final Site Plan. The required setback radii have been indicated on the plans, as well as the requested easements to access the well sites. Finally, proposed areas for the two future well sites as well as the generator building have been indicated on all plans.

A summary of zoning and land uses of surrounding properties is provided below:

Adjacent property to the:	Land Use Designation	Zoning Designation	Existing use(s) of Property	Approved use(s) of Property
NORTH	The Palm Aire Dashed Line Area (10,631 D.U.)	CR & B-3	Vacant	Seeking plat and plan approvals for hotel and supporting uses.
SOUTH	The Palm Aire Dashed Line Area (10,631 D.U.)	PR & RM-45	Lake Area / Open Space & Residential	Lake Area / City owned public park / Open Space & Residential
EAST	The Palm Aire Dashed Line Area (10,631 D.U.)	RM-45	Residential	Residential
WEST	The Palm Aire Dashed Line Area (10,631 D.U.)	RM-45	Residential	Residential

### Major Site Plan Application Justification Statement & Development Application Requirements

The following is a brief summary of how the proposed Lakes At Palm Aire Residential Development conforms to the City Comprehensive Plan and the application requirements of City of Pompano Beach Code Article 2, Part 4, Chapter 155.2407 Site Plan. A summary and Justification is provided below. Finally, in order to comply with the City Major Site Plan application checklist requirements a Sustainable Development Plan summary is included within this document to indicate sustainable features and points - per Part 8 - Section 155.5802.

#### 155.2407. Site Plan

##### A. Purpose

The site plan provisions of this section are intended to ensure that the layout and general design of proposed development is compatible with surrounding uses and complies with all applicable standards in this Code and all other applicable city regulations. The purpose of this section is to establish the procedure and standards for review of site plans

##### B. Applicability

There are two types of Site Plans authorized by this Code: Major Site Plans and Minor Site Plans.

**Response:** Per Table 155.2407.B.1 this particular application categorizes as a Major New Development application as more than ten (10) new multi-family dwelling units are proposed.

# DRC

### C. Major Site Plan Approval Procedure

#### 1. Step 1: Pre-Application Meeting

**Response:** Applicant team has submitted a Pre-Application meeting request, PAM-2024-1, to the City of Pompano Beach. The City staff will provide comments and a staff report; to which the applicant will respond within the final submittal package.

#### 2. Step 2: Neighborhood Meeting

**Response:** Applicant team has met with the surrounding condominium association leadership group regarding the applications. Applicant commits to future meetings as each of the applications proceed with the review process in accordance to the City of Pompano Beach neighborhood meeting regulations. Applicant team has held a community meeting on June 12, 2024. A copy of the sign in sheet is included within the resubmittal package. The project was presented along with a follow up question and answer session.

#### 3. Step 3: Application Submittal and Acceptance

**Response:** Major Site Plan application is being submitted on behalf of the contract purchaser Pulte Home Company LLC. The current property owner has provided Design and Entitlement Consultants consent to file this application request on behalf of the contract purchaser. A copy of the consent letter is included within the application package.

#### 4. Step 4: Staff Review and Action

Applicable (See Section [155.2305](#)).

**Response:** Acknowledged. The applicant is requesting that this application be reviewed concurrently and also scheduled on the same public hearing agenda as the Land Use Plan Amendment and Rezoning applications. Or should staff allow and if feasible, conditionally approve the Major Site Plan application based upon the second readings and approval of the Land Use Plan Amendment and Rezoning applications.

#### 5. Step 5: Public Hearing Scheduling and Notice

**Response:** Not Applicable.

#### 6. Step 6: Advisory Body Review and Recommendation

**Response:** Not Applicable.

#### 7. Step 7: Decision-Making Body Review and Decision

Applicable to a final decision by the P&Z (See Section [155.2307](#).)

**Response:** Acknowledged. Per Table 155.2101, The Planning and Zoning Board will make the final decision of the Major Site Plan application.

**DRC**

PZ24-1200001

12/04/2024

## E. Site Plan Review Standards

An application for a Major Site Plan or Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the development, as proposed:

1. Is consistent with the land use designation in the comprehensive plan;

**Response:** Acknowledged. The proposed townhome residential community will be consistent with the goals, objectives and polices of the City Comprehensive Plan. The requested Zoning Designation of RM-12 is compatible and allowable under the requested Land Use Designation of LM Low Medium. The density cap of 10 dwellings units per acre is also compatible with the surrounding Land Use Designations. The proposed residential townhome community is proposed at a density of approximately eight and a half (8.9) dwelling units per acre, which complies with both the Land Use Designation and Zoning Designation cap, respectively.

2. Complies with the applicable district, use, and intensity and dimensional standards of this Code (Articles 3, 4, and 5);

**Response:** Article 3 Part 2 Section 155.2309 provides the property development regulations for a residential community zoned Multiple Family Residential 12 (RM-12). As indicated the applicant has applied for rezoning to RM-12. Per the Site Data indicated on the Major Site Plan applicant lists all of the minimum standards and requirements of the RM-12 Zoning Table. For example, the Site Data on the site plan indicates a maximum height of thirty - five (35) - feet to comply with the RM-12 Table.

Article 4 is the Use Standard section of the Pompano Land Development code. The application is proposing a Principle Use Classification Land Use category of residential use (Section 155.4101). Per Section 155.4101.C Residential Use Classification, the proposed townhome residential community is further categorized by use as Household Living Uses. This classification indicates residential occupancy of a dwelling unit by a single family. As indicated within this code section, accessory uses common to household living uses include recreational active, raising of domestic pets, hobbies, swimming pools and parking of the occupants' vehicles. To provide additional details, this townhome residential development will provide a community wide swimming pool, a supporting cabana and passive recreational parks for the use of the community as a whole. Individual swimming pools as accessory uses for each individual townhome lot is not proposed. Principle use proposed is a multi-family fee simple ownership townhome development with an accessory use of recreational uses including a community pool, supporting cabana and passive park areas. These proposed uses are Permitted within RM-12 Zoning District.

Article 5 is the Development Standards of the Pompano Land Development code as it relates to internal site design. To address Section 155.5101.E a Circulation Plan is included within the Preliminary Engineering Plan set. This plan indicates circulation for emergency vehicles / large trucks within the internal private roadways. Internal private streets have been designed in order to provide a sidewalk which will connect to the existing sidewalk on West Atlantic Boulevard. West Atlantic Boulevard is Broward County Transit Route #42. There is an existing Broward County Transit stop located at intersection of West Atlantic Boulevard and N.W. 31st Avenue approximately 75 linear feet east of the proposed residential community primary access location. This pedestrian connection to the bus stop will provide multi-modal connection opportunities for new residents. Per Section 155.5101.I.2.a of the Pompano Beach Code, applicant design team has designed internal pedestrian sidewalks to allow for connectivity to existing sidewalks on West Atlantic Boulevard and the adjoining uses. All proposed utilities will be underground. Site Plan indicates easements in certain

**DRC**

locations, including ten (10) - fifteen (15) foot easements around private road tract for power lines and services. Per discussions with City Utilities Department, Pulte Home Company has committed to the installation of two sets of conduits to provide underground power for existing well sites and future well site land areas. The second set of conduit will provide emergency power for the City well sites from the future generator building, to be provided in the land area indicated in the southeast corner of the site.

3. Complies with the applicable development standards of this Code (Article 5). While not required to comply with the Sustainable Development Standards in Part 8, Sustainable Development Standards, of Article 5, Development Standards, applications for Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the proposed development is consistent with the goals and intention found in Section 155.5801, Purpose;

**Response:** Based upon the fact that the site is located in a sensitive location adjacent to and including City well locations for the City of Pompano Beach, applicant has considered this within the overall site design in order to comply with Part 8, Section 5801. A detailed summary is provided below addressing the requirements of this section.

4. Complies with all other applicable standards in this Code;

**Response:** This Justification Statement summarizes the relevant sections of the code and how the applicant's proposed Major Final Site Plan addresses each section. In addition, detailed Site Data has been provided on the included Major Final Site Plan which indicates how each of the parameters and property development regulation requirements of Article 3, Section 155.3209 of the RM-12 Zoning District have been addressed. The Final Site Plan also indicates all setback and other code compliance information as well.

5. Complies with all requirements or conditions of any prior applicable development orders or prior applicable approved plans on record;

**Response:** The Subject Property is located within the Palm Aire Dash Lined Area. Applicant has filed a concurrent Land Use Plan Amendment in order to amend the Land Use Designation to LM - Low Medium (5-10 D.U./Ac.). Should this application be approved, the property will be withdrawn from the Stipulation, Settlement and Master Plan Agreement For Palm Aire, Official Record 12707, Page 605 - 611. This previous Master Plan Agreement is the only prior approval on record for the Subject Property.

6. The concurrency review has been completed in accordance with Chapter 154 (Planning) of the Code of Ordinances;

**Response:** Applicant has submitted a concurrency review as part of the Land Use Plan Amendment. Any concurrency insufficiencies identified within that application will be conditioned on the project to address concurrency items. This includes offsite traffic impacts, if any, as identified with the submitted Traffic Study.

7. Is designed to provide safe, adequate, paved vehicular access between buildings within the development and streets as identified on the Broward County Trafficways Plan;

**Response:** Applicant design team has designed the property to include private residential access streets designed to meet and exceed City of Pompano street access requirements. For example, applicant has proposed a twenty - four (24) foot pavement section, which exceeds the minimum street pavement width

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requirement of twenty - two feet as per Chapter 100.24 of the City Code of Ordinances. The section proposed will have a five foot walk which will provide safe access to the existing sidewalks on West Atlantic Boulevard. These connections will provide multi-modal access opportunities to the existing Broward County Transit stops located directly adjacent to the proposed access onto West Atlantic Boulevard. West Atlantic Boulevard is identified as a one hundred twenty (120) - foot thoroughfare on the Broward County Trafficways Plan.

8. Complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance;

**Response:** The applicant is proposing a residential community. No storage, handling, use or production of any regulated substances is proposed. Industrial uses that could release substances into the ground water or surface waters is not proposed. Applicant will adhere to any other licensing requirements for onsite drainage and irrigation with Broward County.

9. Complies with crime prevention security strengthening and CPTED standards for natural surveillance, natural access control, territorial reinforcement, maintenance, and activity support:

**Response:** The applicant has submitted a CPTED plan which indicates how the Crime Prevention Through Environmental Design Principles are met. The plan indicates locations on the site where signage, fencing, landscape buffer barriers are all proposed. The residential community will have secure vehicular gates controlling access into the community. Perimeter fences are proposed within the transitional perimeter landscape buffers.

10. Complies with adopted Fire Codes and Standards per City Code Section 95.02;

**Response:** Site Plan and Preliminary Engineering Plans will be designed in order to comply with the Fire Code standards indicated within City Code Section 95.02. Applicant design team has provided a fire truck access plan, which provides for fire truck turning movements in order to show how the designed internal private roadway radii comply with fire truck access. In addition, proposed residential homes will be two story maximum height and will not require fire sprinklers.

11. Considers and mitigates any potential adverse impacts on environmentally sensitive lands identified by the city Comprehensive Plan or Broward County Land Use Plan; and

**Response:** Subject Property is a vacant old golf course: the old Pines and Sable Golf course in Palm Aire. Due to disturbed nature of past use, Subject Property is considered disturbed and is lacking native upland habitat area. An environmental report was submitted for review as part of the LUPA application which discusses and identifies any potential species of concern or protected species and summarizes any State and Federal permitting requirements, if applicable. Applicant Design Team has designed proposed residential community to comply with the City Utility requirements for properties developed adjacent to City well field sites.

12. Complies with the approved Transportation Corridor Study, unless in direct conflict with another zoning code provision.

**Response:** LUPA application package included a traffic study completed by the project traffic engineer, which assess the traffic impacts of the proposed project on the surrounding roadways.

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**Part 8 - Section 155.5802. SUSTAINABLE DEVELOPMENT POINT REQUIREMENT**  
Multi-Family residential development shall achieve at least 10 ten points.

**TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS**

<b>Green Design Feature</b>	<b>Feature Description</b>	<b>Points</b>	<b>RM-12 Proposed Development Points</b>
<b>Brownfield site redevelopment</b>	Redevelopment of a brownfield site within a designated brownfield area	6	
<b>Efficient Cooling</b>	All air conditioners are Energy Star qualified.	2	
<b>Efficient Water Heating</b>	At least 75 percent of hot water on premises is heated via tankless water heaters or solar water heaters.	2	2
<b>Reuse Water</b>	Water used for dish, shower, sink, and/or laundry purposes is reused for landscape or golf course irrigation.	2	
<b>Green Building</b>	The principal building meets or exceeds LEED certification for new construction. For sites with more than one principal building, points may be awarded for each.	LEED Certified = 2 LEED Silver = 4 LEED Gold = 6 LEED Platinum = 8	
<b>Green Roof</b>	At least 50 percent of the total surface area of the principal building's roof is a green roof constructed in accordance with the Building Code and ASTM green building standards.	4	
<b>Herb or Vegetable Garden</b>	At least one-fourth acre on the site consists of an edible herb or vegetable garden (which may be open to the public).	2	
<b>Hurricane Resistant Structures</b>	The principal building is constructed to meet increased wind loads.	150 mph load minimum = 4 200 mph load minimum = 8	4
<b>Infill or Mixed Use Development</b>	The development constitutes infill development and/or mixed-use development.	4	

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**TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS**

Green Design Feature	Feature Description	Points	RM-12 Proposed Development Points
<b>Landscaped and Tree-Lined Street Median</b>	Ingress and egress lanes of all non-service drives are separated by a landscaped median at least 5 feet wide and containing trees spaced no more than 40 feet apart.	2	2
<b>Nature Path or Trail</b>	Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-fourth mile long per every 150,000 square feet of building floor area and does not intrude on or unduly harm existing natural features.	1	
<b>Overhangs</b>	Overhangs are present on all south windows for energy efficiency purposes.	2	
<b>Parking Structure</b>	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage.	2	
<b>Parking Structure, Green</b>	At least 75 percent of the development's total number of required off-street parking spaces is contained in a parking deck or garage and at least 50 percent of the total surface area of the top of the parking structure is a green roof.	4	
<b>Permeable Parking Surfaces</b>	Permeable surfacing materials are used for some or all of surface parking areas.	25 percent minimum = 2	2
<b>Permeable Sidewalk Surfaces</b>	Permeable or natural surfacing materials are used for all sidewalks.	2	
<b>Permeable Path or Trail Surfaces</b>	Permeable or natural surfacing materials are used for all bike and pedestrian paths and trails.	1	
<b>Rain Gardens [Bioretention System]</b>	The development includes rain gardens where each has an area of at least 100 square feet, is sized to hold stormwater runoff from between 5 and 10 percent of the impervious area draining to it, and	1 rain garden = 1 2 rain gardens = 2 3 rain gardens = 3	

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**TABLE 155.5802: SUSTAINABLE DEVELOPMENT OPTIONS AND POINTS**

<b>Green Design Feature</b>	<b>Feature Description</b>	<b>Points</b>	<b>RM-12 Proposed Development Points</b>
	consists of native plants planted in a sand/soil matrix soil bed with a mulch cover layer.	4 or more rain gardens = 4	
<b>Rain Water Reuse</b>	At least 75 percent of rain water from the roofs of structures is captured and recycled for landscape or golf course irrigation.	2	
<b>Skylights</b>	The primary building is constructed with skylights that provide at least 10 percent of the light necessary for daily use on the story on which the skylights are located.	1	
<b>Solar Panels</b>	A portion of the energy used by the primary building is generated using solar panels located onsite.	15 percent minimum = 4 30 percent minimum = 8 45 percent minimum = 12	
		One Star = 2	
<b>Sustainable Landscape</b>	The development achieves the Sustainable Sites certification for site and landscaping design	Two Stars = 4 Three Stars = 6 Four Stars = 8	
<b>White Roof</b>	All roof surfaces are painted white.	2	
<b>Wind Turbines</b>	A portion of the energy used by the primary building is generated using wind turbines located onsite.	15 percent minimum = 4 30 percent minimum = 8 45 percent minimum = 12	
<b>Other*</b>	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability—points to be awarded at the discretion of the Development Services Director.	Up to 6	6
<b>Total Proposed Points</b>			16

\* Based upon the fact that the proposed residential community is adjacent to existing and future City well sites, applicant design team has designed the site in order to limit impervious surfaces and promote groundwater recharge as much as possible. Applicant design team has designed a residential access easement which has a five (5) - foot concrete walkway on one side of the road. This allows a grass strip to promote groundwater recharge on one side of the road exclusively. Points = 3.

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\* Applicant Design Team has also revised the driveway designs to further promote groundwater recharge and permeable surface area. Homes meet energy star 3.1 rating. Points = 3. Upon submitting building permits, all applicable specifications will be indicated within permit plans providing justification for point scoring.

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