

Return to: (enclose self-addressed stamped envelope)

Name: Laura D. Coffy, Esq.

Address: 200 East Broward Boulevard, Suite 1500  
Ft. Lauderdale, FL 33301

This Instrument Prepared by:

Laura D. Coffy, Esq.  
Ruden, McClosky, Smith, Schuster &  
Russel, P.A.  
200 E. Broward Boulevard, Suite 1500  
Ft. Lauderdale, FL 33301

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### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 6 day of September, 2006 by CAPTIVA ASSOCIATES L.L.C., a Florida limited liability company, its successors and assigns ("Captiva"), whose address is 2121 Ponce De Leon Boulevard, PH 11, Coral Gables, Florida 33134, shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue Fort Lauderdale FL 33301, ("County") and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, with a post office address of 600 Southeast 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33301 ("School Board").

WHEREAS, Captiva is the fee simple owner of approximately 5.4 gross acres of land generally located on the west side of West Dixie Highway, between Southwest 11<sup>th</sup> Street and Southwest 13<sup>th</sup> Court in the City of Pompano Beach, Florida, in Broward County, more particularly described in the attached Exhibit "A" ("Property"); and

WHEREAS, Captiva has submitted Land Use Plan Amendment Application PC-06-12, ("Application") for the Property, to change the Property's designation from Commercial to Medium-High (25) Residential, permitting an additional 123 units; and

WHEREAS, Captiva has submitted and signed a Declaration of Restrictive Covenants dated January 9, 2006, to and for the benefit of Broward County and the Broward County School Board in which Captive has voluntarily agreed to restrict development of the Property to 80 residential units comprised of 56 villas and 24 townhomes, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, Captiva originally proposed to develop the 80 residential units as 64 villas and 16 townhomes. Subsequently Captiva determined that the 80 residential units will be comprised as 56 villas and 24 townhomes. The restricted development as proposed with either alternative unit mix, is anticipated to generate a total of 22 additional students, consisting of 11 elementary, 5 middle and 6 high school students; and

WHEREAS, in connection with the Application, Captiva has voluntarily agreed to enter into this Declaration regarding the mitigation of student impacts for the 5 additional middle school students, which are attributable to the overcrowded middle school consistent with the School District's Public

School Facility Impact Statement Report dated February 2, 2006, a copy of which is attached hereto as Exhibit "C"; and

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

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

1. The above recitals are true and correct and are incorporated herein.
2. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management Division for the first building permit for construction or erection of the first residential unit, Captiva shall mitigate the impact of the five middle school students attributable to the overcrowded middle school by making a one lump sum payment to the School Board for one (1) modular classroom to be constructed at a location to be determined by the School Board (the "Mitigation Payment"). The total Mitigation Payment amount due shall be determined at the time of payment and based upon the then applicable cost for a modular classroom as calculated at the beginning of each fiscal year by the School Board, however, the total Mitigation Payment shall be no less than \$247,000.00. Captiva shall obtain proof of such payment from the School Board and provide same to the Broward County Development Management Division. The School District has issued a letter dated April 3, 2006, a copy of which is attached hereto as Exhibit "D", stating its concurrence with the payment of the fees referenced herein as mitigation for the students generated by the Application.

Said Mitigation Payment shall mitigate towards the cost of providing student stations for the 5 middle school students which are required to be mitigated pursuant to the School Board letter dated February 2, 2006 and created as a result of the approval of Broward County Land Use Plan Amendment PC-06-12. This voluntary commitment constitutes the totality of all obligations to pay school impact fees and mitigation fees subject to the provisions set forth within this Paragraph 2 above.

3. Once the Mitigation Payment has been made, no additional school impact fees will be required of Captiva upon payment of the amount referenced in Paragraph 2 above for the development referenced above. In the event that the total number of residential units change from what is represented in the Application and there is an increase in the number of residential units or unit type(s) changes from what is represented in the Application and there is an increase in the number of residential units and/or bedroom mix, Captiva agrees to provide written notification to the Executive Director, Facility Management, Planning and Site Acquisition of the School Board or designee, with a copy to the Broward County Development Management Division. The Executive Director, or designee, shall determine the additional students anticipated from any increase in residential units beyond the 80 total units contemplated herein and notify Captiva and the County of any further increase in the number of anticipated students, subject to the terms and provisions contained in the adopted School Board Growth Management Policy. Captiva shall then purpose additional mitigation for the newly anticipated additional students, subject to the terms and provisions contained in the adopted School Board Growth Management Policy. Any such additional mitigation amount shall be paid, in full, to the School Board no later than the date in which Captiva obtains the first building permit for such residential units and shall be a condition of the School Board's delivery of any partial release of this Declaration of Restrictive Covenants for the subject unit. In the event that changes in the overall mix of residential units and/or mix of bedrooms result in a net reduction in the amount of units, no refund of any portion of the school impact and/or mitigation fees shall be due and owing to Captiva by the County or the School Board.

4. Upon Captiva obtaining a final certificate of occupancy for any given residential unit, a copy of same shall be promptly delivered to Executive Director, Facility Management, Planning and Site

Acquisition of the School Board and the Broward County Development Management Division, or their designees. Upon receipt of any such final certificate of occupancy and confirmation that the amount of bedrooms in the subject residential unit has not been increased, the School Board and County shall promptly deliver to Captiva, in recordable form, a release of this Declaration of Restrictive Covenants.

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

6. The County and the School Board are the beneficiaries of these restrictive covenants and as such, both or either may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Any failure of either the County or the School Board to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

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

8. This Declaration constitutes the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 6 day of September, 2006.

FORM DECLARATION  
WITH EXISTING UNITS  
(Rev. May 25, 2005)

Signed, sealed and delivered  
in the presence of:

WITNESSES:

[Signature]  
Print Name: AMY SEGAL  
[Signature]  
Print Name: KEITH HUBB

NAME CAPTIVA ASSOCIATES LLC  
a Florida Corporation

By: [Signature]  
Print Name: LOW MOISE  
Title: PRESIDENT  
Address: 2121 PONLE DE LEON BLVD. 07H  
CORAL GABLES, FL 33134

STATE OF FLORIDA \_\_\_\_\_ )  
COUNTY OF MIAMI-DADE ) SS  
BROWARD )

The foregoing instrument was acknowledged before me this 6 day of September, 2006, by LOW MOISE, as president of CAPTIVA ASSOCIATES LLC, a Florida Corporation, freely and voluntarily on behalf of said Corp. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
My Commission Expires:



**EXHIBIT LIST**

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

**EXHIBIT "B"**  
**SIGNED DECLARATION OF RESTRICTIVE COVENANTS LIMITING DEVELOPMENT OF**  
**PROPERTY TO 80 RESIDENTIAL UNITS, DATED JANUARY 9, 2006**

**EXHIBIT "C"**  
**PUBLIC SCHOOL FACILITY IMPACT STATEMENT DATED FEBRUARY 2, 2006**

**EXHIBIT "D"**  
**SCHOOL DISTRICT LETTER DATED APRIL 3, 2006**

**FORM DECLARATION  
WITH EXISTING UNITS  
(Rev. May 25, 2005)**

**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**  
(TOGETHER WITH A PROPERTY SKETCH)

**DESCRIPTION:**

A PORTION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 49 SOUTH,  
RANGE 42 EAST, BROWARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 1, AMENDED PLAT OF FAIRVIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE SOUTH 88°36'31" EAST, ALONG THE SOUTH BOUNDARY OF SAID BLOCK 1, A DISTANCE OF 438.97 FEET; THENCE SOUTH 14°12'31" WEST, ALONG THE WEST RIGHT OF WAY OF SOUTH DIXIE HIGHWAY PER FOOT RIGHT OF WAY MAP, SECTION 86170-2509, A DISTANCE OF 372.85 FEET; THENCE NORTH 88°15'21" WEST, ALONG A LINE 313.28 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 137.88 FEET; THENCE SOUTH 14°12'31" WEST, ALONG THE NORTHEASTERLY EXTENSION OF THE WEST BOUNDARY AND THE WEST BOUNDARY OF THE N & V LONG PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 149, PAGE 2, OF SAID PUBLIC RECORDS, A DISTANCE OF 320.84 FEET; THENCE NORTH 88°15'21" WEST, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 142.23 FEET; THENCE NORTH 00°58'07" EAST, ALONG A LINE 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 674.71 FEET TO THE POINT OF BEGINNING. THE LAST DESCRIBED COURSE BEING A SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY OF SOUTHWEST 8TH AVENUE.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA,  
CONTAINING 199.751 SQUARE FEET OR 4.586 ACRES MORE OR LESS.



EXHIBIT B

1 of 6

Returns to: (enclose self-addressed stamped envelope)

Name:

Bonnie L. Miskel, Esquire  
Ruden, McClosky, Smith, Schuster & Russell, P.A.

Address:

200 East Broward Blvd.  
Fort Lauderdale, FL 33301

This Instrument Prepared by: See above

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this 9 of January, 2006 by Captiva Associates, LLC, a Florida corporation, having an address of 2421 Ponce de Leon Boulevard, Penthouse II, Coral Gables, FL 33134 ("Declarant"), shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, Florida 33026 ("County") and the School Board of Broward County located at 600 S.E. 3 Avenue, Ft. Lauderdale, FL 33301 ("school Board").

WHEREAS, Captiva Associates, LLC is the fee simple owner of approximately 4.9 gross acres of land, generally located on Dixie Highway in the City of Pompano Beach, Florida and more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, Captiva Associates, LLC has submitted an application, known as Land Use Plan Amendment No. PC 06-12, to Broward County for a Land Use Plan Amendment to change the existing land use designation from Commercial to Medium High (25) Residential, permitting an additional 123 units. Captiva Associates, LLC will restrict the site to 80 residential units.

WHEREAS, Captiva Associates, LLC agrees to grant this Declaration to the County, and the County agrees to accept this Declaration, regarding the mitigation of student impacts attributed to the overcrowded middle school, consistent with the Public School Facility Impact Statement Report dated February 2, 2006, a copy of which is attached hereto as Exhibit "B", associated with the proposed development on the property; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

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1. Recitations. The recitations set forth above are true and correct and are incorporated into this Declaration by this reference.
2. Property Development. Declarant shall restrict development of the Property to 56 villas and 24 town homes.
3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.
4. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of County and shall bind all successors and assigns to the title of the Property.
5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.
6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.
7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.



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**EXHIBIT "A"**

*[Legal Description of Property]*

5 of 6

**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**  
**(TOGETHER WITH A PROPERTY SKETCH)**

**DESCRIPTION:**

A PORTION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 1, AMENDED PLAT OF FAIRVIEW, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE SOUTH 88°36'31" EAST, ALONG THE SOUTH BOUNDARY OF SAID BLOCK 1, A DISTANCE OF 438.97 FEET; THENCE SOUTH 14°12'31" WEST, ALONG THE WEST RIGHT OF WAY OF SOUTH DIXIE HIGHWAY PER FDOT RIGHT OF WAY MAP, SECTION 86170-2509, A DISTANCE OF 372.85 FEET; THENCE NORTH 88°15'21" WEST, ALONG A LINE 313.28 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 137.88 FEET; THENCE SOUTH 14°12'31" WEST, ALONG THE NORTHEASTERLY EXTENSION OF THE WEST BOUNDARY AND THE WEST BOUNDARY OF THE N & V LONG PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 149, PAGE 2, OF SAID PUBLIC RECORDS, A DISTANCE OF 320.84 FEET; THENCE NORTH 88°15'21" WEST, ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 142.23 FEET; THENCE NORTH 00°58'07" EAST, ALONG A LINE 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 674.71 FEET TO THE POINT OF BEGINNING. THE LAST DESCRIBED COURSE BEING A SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY OF SOUTHWEST 8TH AVENUE.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 199,751 SQUARE FEET OR 4.586 ACRES MORE OR LESS.

EXHIBIT B

6 of 6



The Nation's Largest Fully

Accredited School System

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

Land Use Plan Amendment Public School Facility Impact Statement

<u>Property Description</u>			
Type:	County	SEC 2	TWP 49      RNG 42
Amendment #:	PC 06-12		
Owner / Developer :	Terrence Sals, Skycrest Coach Club, Inc.		
Jurisdiction :	City of Pompano Beach		
Current Land Use:	Commercial (Approx. 5.4 Acres)		
Proposed Land Use:	Medium-High (25) Residential (Approx. 5.4 Acres)		

<u>Potential Student Impact*</u>	<u>Additional Impact:</u>	<u>Cumulative Students From LUPA Approved Since:</u>			
Existing Permitted Units: 0	Elementary Students: 11	1/03/06 to 2/02/06			
Proposed Units: 80	Middle Students: 5	Elem	Midd	High	Total
Net Change : +80	High Students: 6				
	Total: 22				

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

<u>Currently Assigned Schools*</u>	School Capacity	20th Day* Enrollment	Over/ (Under) Enrolled	<u>Projected Enrollment**</u>				
				06/07	07/08	08/09	09/10	10/11
Cypress Elementary	873	857	-16	892	963	940	1,006	
Pompano Beach Middle	937	1,090	153	1,053	1,279	1,265	1,053	
Ely High	2,861	2,457	-404	2,412	2,224	2,224	2,402	

Broward County Public Schools staff is advising the Broward County Planning Council, Broward County Commission, the applicant(s)/owner(s) and/or future developer(s) of the amendment site that based on the School District's 2005/06 Twentieth Day Report, Cypress Elementary School is neutral (> =90% to 110% of permanent capacity), Pompano Beach Middle School is overcrowded and Ely High School is under enrolled (<90% of Permanent capacity) in the 2005/06 school year. This application was reviewed as a potential 80 three or more bedrooms townhouse (64 villas, 16 townhouses) units development, and as proposed, is anticipated to generate 22 additional students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. As such, this application is subject to Section 7.8 of the Interlocal Agreement for Public School Facility Planning and School Board Policy 1161 as it relates to proposed residential applications with increased density impacting overcrowded schools. In a letter dated February 2, 2006, the applicant voluntarily committed to pay for one modular classroom as mitigation for the anticipated middle school students. The proposed mitigation option meets Policy 1161, but must be scheduled for specific School Board approval. The applicant/owner is advised that temporarily, the School Board utilizes other options such as portable classrooms, multi-track year round education, double sessions or boundary changes to accommodate students generated from developments in the County. In the 2005/06 school year, no charter school is located within a two-mile radius of the amendment site.

\* Note: 2005/06 School Year Data - School attendance areas are subject to change each year.  
 \*\* Adjusted Cohort projections - Cohort Survival Model, School Boundaries Department.

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

**Elementary Schools:** None  
**Middle Schools:** Pompano Beach Middle: 8 classrooms addition (Cap. 158) to replace portables. Under active bid. Also school renovations.  
**High Schools:** None  
**Comments:**

Date: February 2, 2006

By: Facility Management, Planning & Site Acquisition Department

## EXHIBIT C

The Nation's Largest Fully



Accredited School System

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

## Land Use Plan Amendment Public School Facility Impact Statement

**Property Description**

**Type:** County SEC 2 TWP 49 RNG 42  
**Amendment #:** PC 06-12  
**Owner / Developer:** Terrence Sals, Skycrest Coach Club, Inc.  
**Jurisdiction:** City of Pompano Beach  
**Current Land Use:** Commercial (Approx. 5.4 Acres)  
**Proposed Land Use:** Medium-High (25) Residential (Approx. 5.4 Acres)

**Potential Student Impact\***

Existing Permitted Units:	0	Additional Impact:			Cumulative Students From LUPA Approved Since:			
		Elementary Students:	Middle Students:	High Students:	1/03/06 to 2/02/06			
Proposed Units:	80	11	5	6	Elem	Midd	High	Total
Net Change:	+80	22						
		Total:	22					

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

**Currently Assigned Schools\***

	School Capacity	20th Day* Enrollment	Over/ (Under) Enrolled	Projected Enrollment**				
				06/07	07/08	08/09	09/10	10/11
Cypress Elementary	873	857	-16	892	963	940	1,026	
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Ely High	2,861	2,457	-404	2,412	2,224	2,224	2,402	

Broward County Public Schools staff is advising the Broward County Planning Council, Broward County Commission, the applicant(s)/owner(s) and/or future developer(s) of the amendment site that based on the School District's 2003/06 Twentieth Day Report, Cypress Elementary School is neutral (>=90% to 110% of permanent capacity), Pompano Beach Middle School is overcrowded and Ely High School is under enrolled (<90% of Permanent capacity) in the 2003/06 school year. This application was reviewed as a potential 80 three or more bedrooms townhouse (64 villas, 16 townhouses) units development, and as proposed, is anticipated to generate 22 additional students into Broward County Public Schools, which will exacerbate overcrowded conditions at the impacted schools. As such, this application is subject to Section 7.8 of the Interlocal Agreement for Public School Facility Planning and School Board Policy 1161 as it relates to proposed residential applications with increased density impacting overcrowded schools. In a letter dated February 2, 2006, the applicant voluntarily committed to pay for one modular classroom as mitigation for the anticipated middle school students. The proposed mitigation option meets Policy 1161, but must be scheduled for specific School Board approval. The applicant/owner is advised that temporarily, the School Board utilizes other options such as portable classrooms, multi-track year round education, double sessions or boundary changes to accommodate students generated from developments in the County. In the 2003/06 school year, no charter school is located within a two-mile radius of the amendment site.

\* Note: 2003/06 School Year Data - School attendance areas are subject to change each year.

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

**Planned and Funded Improvements to the Currently Adopted District Educational Facilities Plan**

**Elementary Schools:** None  
**Middle Schools:** Pompano Beach Middle: 8 classrooms addition (Cap. 158) to replace portables. Under active bid. Also school renovations.  
**High Schools:** None  
**Comments:**

Date: February 2, 2006

Revised 6/30/01

By: Facility Management, Planning & Site Acquisition Department

EXHIBIT D



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Seagrass Technology Park, 1643 N. Harrison Parkway, Building B, Seaside, Florida 33423 • TEL 754-331-4150 •  
FAX 754-331-4182

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

**SCHOOL BOARD**  
Chair  
Pro Chair  
BENJAMIN J. WILLIAMS  
BEVERLY A. GALLAGHER  
CAROLE L. ANDREWS  
ROBIN BAATLEMAN  
DARLA L. CARTER  
MARILEEN S. DODD  
STEPHANIE A. KRAFT, ESQUIRE  
DR. ROBERT D. PARKS  
MARTY BLECHSTEIN  
  
Dr. Frank Till  
Superintendent of Schools

April 3, 2006

Leon J. Wolfe, President  
Captiva Associates, LLC  
2121 Ponce De Leon Boulevard  
Coral Gables, Florida 33134

RE: **CITY OF POMPANO BEACH - VOLUNTARY COMMITMENT FOR LAND USE PLAN  
AMENDMENT PC 06-12**

Dear Mr. Wolfe:

The purpose of this correspondence is to inform you that on March 7, 2006, the School Board accepted Captiva Associates LLC proposed voluntary commitment to pay for one modular classroom as mitigation for the 22 (11 elementary, 5 middle and 6 high school) students anticipated from the proposed development of 80 three or more (64 villas and 16 townhouse) bedrooms townhouse units in the City of Pompano Beach.

Please be advised that to enable legal enforcement of the voluntary commitment, a Declaration of Restrictive Covenant must be executed against the subject property prior to the land use designation becoming effective. Furthermore, School Board Policy 1161 requires that the draft Restrictive Covenant must be submitted to staff for review before execution. Also, upon execution and recordation, a recorded copy of the Declaration must be provided to District staff. Be advised that a copy of the School District's standard Declaration of Restrictive Covenant document can be obtained via [www.browardschools.com](http://www.browardschools.com), by accessing the web page of the Facility Management, Planning and Site Acquisition Department, and selecting Growth Management Division.

Thank you for your cooperation in this matter, and please email me at the above address, or call me at 754.321.8352 if you have additional questions.

Sincerely,

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

cc: Thomas J. Coates, Executive Director, Facility Management, Planning and Site Acquisition  
Maite Azcoitia, Deputy County Attorney  
Henry Sniezek, Executive Director, Broward County Planning Council  
Dave Danovitz, Director, Development Management Division  
Mark Leaf, Director, Planning Department, City of Pompano Beach

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