



1 WHEREAS, the proposed amendment constitutes a Broward County permitted  
2 small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

3 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
4 BROWARD COUNTY, FLORIDA:

5 Section 1. The Broward County Land Use Plan is hereby amended by  
6 Amendment PC 22-2 in the City of Deerfield Beach, set forth in Exhibit "A," attached  
7 hereto and incorporated herein.

8 Section 2. Severability.

9 If any portion of this Ordinance is determined by any court to be invalid, the invalid  
10 portion will be stricken, and such striking will not affect the validity of the remainder of this  
11 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be  
12 legally applied to any individual, group, entity, property, or circumstance, such  
13 determination will not affect the applicability of this Ordinance to any other individual,  
14 group, entity, property, or circumstance.

15 Section 3. Effective Date.

16 1. The effective date of the plan amendment set forth in this Ordinance shall  
17 be the latter of:

18 (a) Thirty-one (31) days after the adoption of this Ordinance;

19 (b) The date a final order is issued by the Department of Economic Opportunity  
20 or the Administration Commission finding the amendment to be in  
21 compliance;

22 (c) If the Department of Economic Opportunity or the Administration  
23 Commission finds the amendment to be in noncompliance, pursuant to  
24 Section 163.3184(8)(b), Florida Statutes, the date the Board of County

Commissioners nonetheless, elects to make the plan amendment effective notwithstanding potential statutory sanctions;

(d) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Public Records of Broward County; or

(e) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.

2. This Ordinance is effective as of the date provided by law.

ENACTED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By /s/ Maite Azcoitia 12/08/2021  
Maite Azcoitia (date)  
Deputy County Attorney

MA/gmb  
PC22-2 City of Deerfield Beach.SmallScaleOrd.  
12/08/2021  
#80041

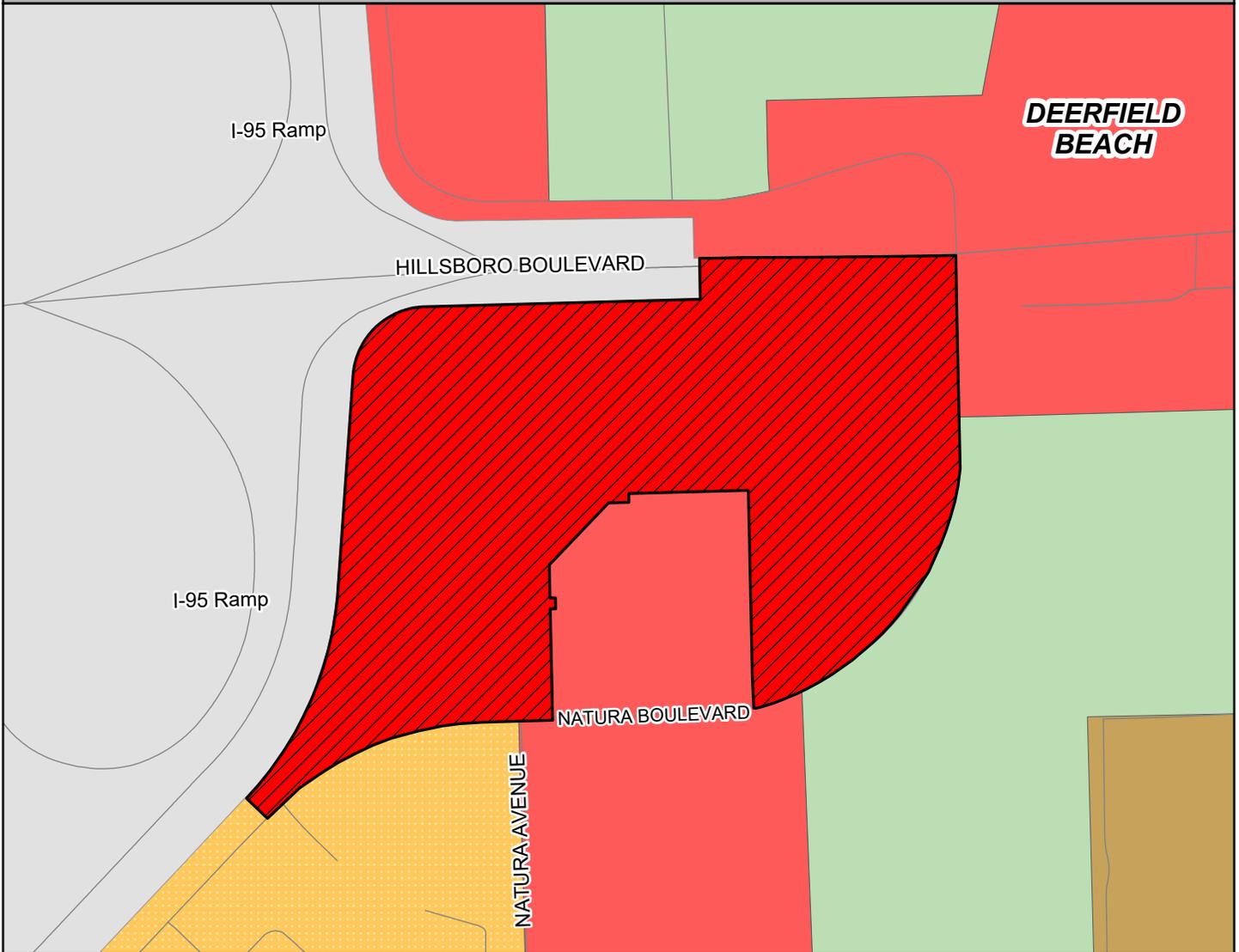
# EXHIBIT A

## BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 22-2

**Current Land Use:** Commerce

**Proposed Land Uses:** Dashed-Line Area consisting of 4.3 acres of Irregular (21.82) Residential and 12.2 acres of Commerce

**Gross Acres:** Approximately 16.5 acres



 Site

 Low-Medium (10) Residential

 Medium-High (25) Residential

 Commerce

 Recreation and Open Space

 Transportation



**SECTION I**  
**AMENDMENT REPORT**  
**BROWARD COUNTY LAND USE PLAN**  
**PROPOSED AMENDMENT PC 22-2**  
**(DEERFIELD BEACH)**

**RECOMMENDATIONS/ACTIONS**

**DATE**

*I. Planning Council Staff Recommendation*

*November 22, 2021*

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan and recommends approval subject to the applicant’s voluntary commitment to pay \$500 per dwelling unit (i.e. \$180,000 based on 360 dwelling units) towards the City’s affordable housing programs.

Effectiveness of the approval of the land use plan amendment shall not occur until the municipal recertification of the local amendment is complete, subject to the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of a legally enforceable agreement, such as a Declaration of Restrictive Covenants, to memorialize the voluntary commitment proffered by the applicant, as an inducement for Broward County to favorably consider its application.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- I. At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- II. At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- III. At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- IV. If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- V. If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- VI. If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

**If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.**

**RECOMMENDATIONS/ACTIONS (continued)**

**DATE**

**I. Planning Council Staff Recommendation (continued)**

**November 22, 2021**

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

**II. Planning Council Public Hearing Recommendation**

**December 2, 2021**

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 13-0: Blackwelder, Breslau, Brunson, Castillo, Fernandez, Good, Grosso, Hardin, Maxey, Parness, Rich, Williams and DiGiorgio)

**SECTION II**  
**AMENDMENT REPORT**  
**PROPOSED AMENDMENT PC 22-2**

**INTRODUCTION AND APPLICANT’S RATIONALE**

- I. Municipality: Deerfield Beach
- II. County Commission District: District 2
- III. Site Characteristics
  - A. Size: Approximately 16.5 acres
  - B. Location: In Section 1, Township 48 South, Range 42 East; generally located on the south side of Hillsboro Boulevard, between Interstate 95 and Natura Boulevard.
  - C. Existing Uses: Office park and parking
- IV. Broward County Land Use Plan (BCLUP) Designations
  - A. Current Designation: Commerce
  - B. Proposed Designation: Dashed-Line Area\* consisting of:
    - 4.3 acres of Irregular (21.82) Residential
    - 12.2 acres of Commerce
  - C. Estimated Net Effect: Addition of 360 dwelling units  
Zero (0) dwelling units currently permitted by the Broward County Land Use Plan  
Reduction of 4.3 acres of commerce use
- V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site
  - A. Existing Uses:
    - North:* Hotel, office and park
    - East:* Retail and park
    - South:* Park, office park, hotel, multi-family and single-family residential
    - West:* Interstate 95

\*A “Dashed-Line Area” is defined as an area having a particular maximum overall allowable density of dwelling units for all land and land uses within the area for which the permitted overall density appears inside the dashed-line area shown on the land use plan map. That number is multiplied by the total number of acres inside the dashed line, including non-residential areas, to calculate the total number of dwelling units permitted within the same.

**INTRODUCTION AND APPLICANT’S RATIONALE (continued)**

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site (continued)

- B. *Planned Uses:*
- |               |   |
|---------------|---|
| <i>North:</i> | Transportation, Commerce and Recreation and Open Space              |
| <i>East:</i>  | Commerce and Recreation and Open Space                              |
| <i>South:</i> | Recreation and Open Space, Commerce and Low-Medium (10) Residential |
| <i>West:</i>  | Transportation  |

VI. Applicant/Petitioner

- A. *Applicant:* G&C Hillsboro Investors, LLC
- B. *Agent:* Dennis D. Mele, Esq., Greenspoon Marder, LLP
- C. *Property Owner:* G&C Hillsboro Investors, LLC

VII. Recommendation of Local Governing Body:

The City of Deerfield Beach recommends approval of the proposed amendment.

## **EXHIBIT B**

The attached draft "Declaration of Restrictive Covenants" has been submitted and is required to be executed and recorded by the applicant prior to the effective date.

**ATTACHMENT**



Return to: (enclose self-addressed stamped envelope)

**Name:** Elizabeth Adler, Esq.

**Address:**

Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

**This Instrument Prepared by:**

Elizabeth Adler, Esq.  
Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Declaration") made this \_\_\_\_\_ of \_\_\_\_\_, 2021, by **G&C HILLSBORO INVESTORS, LLC** a Florida limited liability company ("Declarant"), which shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF DEERFIELD BEACH**, a municipal corporation organized pursuant to the State of Florida ("City").

**WITNESSETH:**

WHEREAS, the real property subject to this Declaration is that land located in the City, more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, the City and County considered an application requesting that the land use plan designation on the Property be changed from Commercial (City)/Commerce (County) to Medium-High 25 Mixed Use-Residential (City) and Dashed Line Area with Irregular (21.82) Residential and Commerce (County) (collectively "Application"); and

WHEREAS, in connection with the Application, Declarant has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County and the City; and

WHEREAS, County determined that the Application meets the County policies regarding affordable housing; and.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants herein contained, Declarant hereby voluntarily declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Covenants. Declarant shall pay to the City Five Hundred and 00/100 Dollars (\$500.00) per dwelling unit for the maximum three hundred sixty (360) dwelling units allowed on the Property in the total amount of **One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00)** to be used by the City towards the City's affordable housing programs ("Affordable Housing Contribution"). The Affordable Housing Contribution shall be paid by the Declarant to the City prior to the issuance of the first residential building permit for the Property.

3. Release. Upon presentation to the City of evidence of payment of the Affordable Housing Contribution, at the request and expense of Declarant, the County and City shall cause a release and termination of this Declaration in the form attached hereto as **Exhibit B** to be recorded in the Public Records of Broward County, Florida, evidencing such completed performance of this Declaration. The issuance of the release shall not require County or City Commission approval.

4. Amendments. Except as otherwise provided herein, 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(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. The County Administrator and the appropriate governmental authority of the City 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, at the then owner's sole expense.

5. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the County and City of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the County's or City's approval of the Application. Once recorded, this Declaration shall run with the land for the sole benefit of the County and City and shall bind all successors-in-interest with respect to the Property. This Declaration shall not give rise to any other cause of action by any parties other than the County and City, and no parties other than the County or City shall be entitled to enforce this Declaration. Any failure by the County or City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

7. 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.

8. 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

G&C HILLSBORO INVESTORS, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of G&C HILLSBORO INVESTORS, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

