

EXHIBIT 2

ORDINANCE NO. 2021-

1 AN ORDINANCE OF THE BOARD OF COUNTY
2 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
3 ADOPTING AN AMENDMENT TO THE BROWARD
4 COUNTY COMPREHENSIVE PLAN; AMENDING THE
5 BROWARD COUNTY LAND USE PLAN WITHIN THE CITY
6 OF HOLLYWOOD; AND PROVIDING FOR SEVERABILITY
7 AND AN EFFECTIVE DATE.

8 (Sponsored by the Board of County Commissioners)

9 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
10 on April 25, 2017 (the Plan);

11 WHEREAS, the Department of Economic Opportunity has found the Plan in
12 compliance with the Community Planning Act;

13 WHEREAS, Broward County now wishes to propose an amendment to the
14 Broward County Land Use Plan within the City of Hollywood;

15 WHEREAS, the Planning Council, as the local planning agency for the Broward
16 County Land Use Plan, has held its hearing on January 28, 2021, with due public
17 notice;

18 WHEREAS, the Board of County Commissioners held its transmittal public
19 hearing on March 9, 2021, having complied with the notice requirements specified in
20 Section 163.3184(11), Florida Statutes;

21 WHEREAS, the Board of County Commissioners held an adoption public hearing
22 on June 1, 2021, at 10:00 a.m. [also complying with the notice requirements specified in
23 Section 163.3184(11), Florida Statutes] at which public comment was accepted and
24 comments of the Department of Economic Opportunity, South Florida Regional
Planning Council, South Florida Water Management District, Department of
Environmental Protection, Department of State, Department of Transportation, Fish and

1 Wildlife Conservation Commission, Department of Agriculture and Consumer Services,
2 and Department of Education, as applicable, were considered; and

3 WHEREAS, the Board of County Commissioners, after due consideration of all
4 matters, hereby finds that the following amendment to the Broward County
5 Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward
6 County Comprehensive Plan; complies with the requirements of the Community
7 Planning Act; and is in the best interests of the health, safety, and welfare of the
8 residents of Broward County,

9
10 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
11 BROWARD COUNTY, FLORIDA:

12
13 Section 1. The Broward County Comprehensive Plan is hereby amended by
14 Amendment PC 21-2, which is an amendment to the Broward County Land Use Plan
15 located in the City of Hollywood, as set forth in Exhibit "A," attached hereto and
16 incorporated herein.

17
18 Section 2. Severability.

19 If any portion of this Ordinance is determined by any court to be invalid, the
20 invalid portion will be stricken, and such striking will not affect the validity of the
21 remainder of this Ordinance. If any court determines that this Ordinance, in whole or in
22 part, cannot be legally applied to any individual, group, entity, property, or circumstance,
23 such determination will not affect the applicability of this Ordinance to any other
24 individual, group, entity, property, or circumstance.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 Section 3. Effective Date.

2 (a) The effective date of the plan amendment set forth in this Ordinance shall
3 be the latter of:

4 (1) Thirty-one (31) days after the Department of Economic Opportunity
5 notifies Broward County that the plan amendment package is complete;

6 (2) If the plan amendment is timely challenged, the date a final order is issued
7 by the Administration Commission or the Department of Economic
8 Opportunity finding the amendment to be in compliance;

9 (3) If the Department of Economic Opportunity or the Administration
10 Commission finds the amendment to be in noncompliance, pursuant to
11 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
12 Commissioners nonetheless, elects to make the plan amendment effective
13 notwithstanding potential statutory sanctions;

14 (4) If a Declaration of Restrictive Covenants or agreement is applicable, as
15 per Exhibit "B," the date the Declaration of Restrictive Covenants or
16 agreement is recorded in the Public Records of Broward County; or

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

19 (b) This Ordinance is effective as of the date provided by law.
20
21
22
23
24

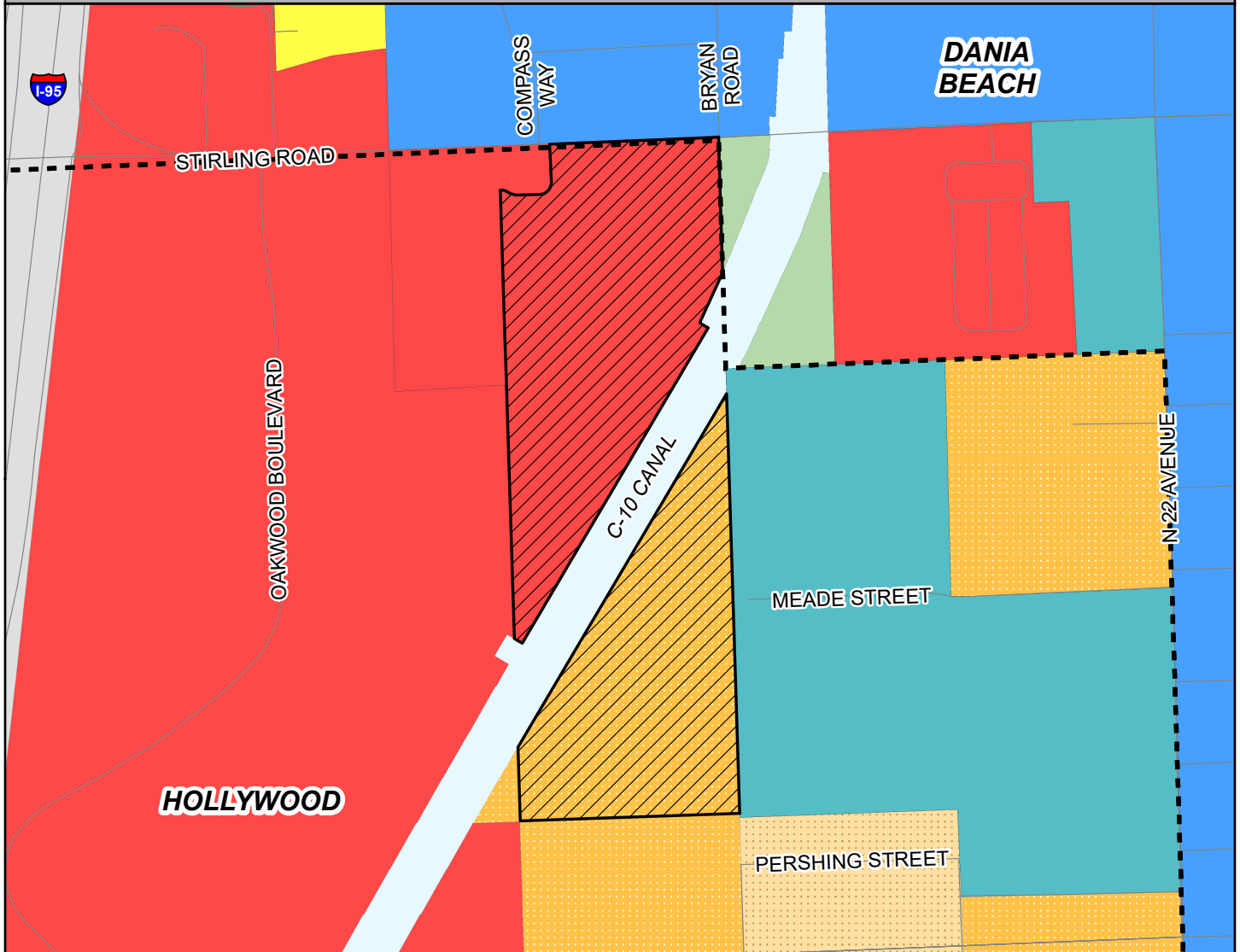
EXHIBIT A












BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 21-2

Current Land Uses: 15.1 acres of Commerce and 11.6 acres of Low-Medium (10) Residential

Proposed Land Use: Medium (16) Residential

Gross Acres: Approximately 26.7 acres



- | | | |
|---|---|--|
|  Site |  Medium (16) Residential |  Community |
|  Municipal Boundary |  Activity Center |  Transportation |
|  Low (5) Residential |  Commerce |  Water / Primary Drainage |
|  Low-Medium (10) Residential |  Recreation and Open Space | |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 21-2
(HOLLYWOOD)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

December 1, 2020

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan (BCLUP), recognizing the applicant’s voluntary commitments regarding BCLUP Policies 2.21.1 and 2.21.5 related to Priority Planning Areas for Sea Level Rise. Therefore, it is recommended that the proposed amendment be approved.

Effectiveness of the approval of the land use plan amendment shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the Declaration of Restrictive Covenants to legally enforce any voluntary commitments 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:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) 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
- (3) 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
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) 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
- (6) 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.

(Planning Council staff recommendation continued on next page)

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Transmittal Recommendation (continued) **December 1, 2020**

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 Transmittal Recommendation **December 10, 2020**

The December 10, 2020 Planning Council meeting was cancelled due to lack of a physical quorum.

III. Planning Council Transmittal Recommendation **January 28, 2021**

Approval per Planning Council staff transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous: 15-0: Blackwelder, Breslau, Brunson, Castillo, Fernandez, Gomez, Graham, Grosso, Hardin, Maxey, Railey, Rich, Rosenof, Williams and DiGiorgio)

IV. County Commission Transmittal Recommendation **March 9, 2021**

Approval per Planning Council transmittal recommendation.

V. Summary of State of Florida Review Agency Comments **April 14, 2021**

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-2

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Hollywood
- II. County Commission District: District 7
- III. Site Characteristics
- A. Size: Approximately 26.7 acres
- B. Location: In Section 4, Township 51 South, Range 42 East; generally located on the south side of Stirling Road, between Oakwood Boulevard and North 22 Avenue.
- C. Existing Use: Tree nursery
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designations: 15.1 acres of Commerce
11.6 acres of Low-Medium (10) Residential
- B. Proposed Designation: Medium (16) Residential
- C. Estimated Net Effect: Addition of 311 dwelling units
[116 dwelling units currently permitted by the Broward County Land Use Plan – 427 total dwelling units]
Reduction of 15.1 acres of commerce use
- V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site
- A. Existing Uses: *North:* Retail and office (Dania Beach)
East: Vacant, C-10 Canal (Dania Beach) and educational facilities
South: Vacant
West: C-10 Canal, retail and hotel
- B. Planned Uses: *North:* Activity Center (Dania Beach) and Commerce
East: Recreation and Open Space, Water/Primary Drainage (C-10 Canal) and Community
South: Low-Medium (10) Residential
West: Low-Medium (10) Residential and Commerce

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

VI. Applicant/Petitioner

- A. *Applicant:* RD Stirling, LLC
- B. *Agent:* Dennis D. Mele, Esq., Greenspoon Marder, LLP
- C. *Property Owner:* CF & A Hill Family, LTD

VII. Recommendation of
Local Governing Body:

The City of Hollywood 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



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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") made this _____ day of _____, 2021, by **RD STIRLING, LLC**, a Florida limited liability company, its successors and assigns ("Owner"), which shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, County approved application PC 21-2 requesting that the land use plan designation on the Property be changed from Commerce and Low-Medium (10) Residential to Medium (16) Residential to allow a residential development ("Application"); and

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

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby 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 Covenant by this reference.

2. Covenants. Owner agrees that all applications for development permits shall comply with the following:

- (1) Utilize a minimum finished floor elevation of 7.0 feet NAVD;
- (2) Provide for achievement of flood protection and stormwater management associated with the 20% change factor for future conditions rainfall for a 25-year, 3-day storm event, including upgrading pipe diameter for conveyance;
- (3) Provide more than the required 2.09 acre-feet of required of water quality treatment, recharge of an adjacent wetland with treated stormwater, and use of drainage wells for additional disposal;
- (4) Install a perimeter berm with a top elevation of 5.25 feet NAVD, or higher, in order to contain the 25-year, 3-day storm event, or a higher event, if necessary to meet surface water management licensing requirements.

3. Release. Evidence of completion of the requirements detailed in Section 2. shall be presented to the County by Owner. Upon presentation to the County of said evidence of compliance, at the request and expense of Owner, the County shall cause a release and termination of this Covenant 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 Covenant. The issuance of the release shall not require County Commission approval.

4. Amendments. Except as otherwise provided herein, this Covenant 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. 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 Covenant shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense.

5. Recordation and Effective Date. This Covenant shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the County 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 approval of the Application. Once recorded, this Covenant shall run with the land for the sole benefit of the County and shall bind all successors-in-interest with respect to the Property. This Covenant shall not give rise to any other cause of action by any parties other than the County, and no parties other than the County shall be

entitled to enforce this Covenant. Any failure by the County to enforce this Covenant 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 Covenant 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 Covenant 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 Covenant.

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, Owner has executed this Covenant on the day first above written.

[SIGNATURES ON FOLLOWING PAGE]

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Covenant.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

) 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, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she 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:

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

EXHIBIT B

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

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**RELEASE AND TERMINATION OF
DECLARATION OF RESTRICTIVE COVENANTS**

This Release and Termination of Declaration of Restrictive Covenant (“Release and Termination”) is effective as of this ____ day of _____, 2021 by **BROWARD COUNTY**, a political subdivision of the State of Florida (“County”).

WHEREAS, **RD STIRLING, LLC**, a Florida limited liability company (“Owner”), the fee simple title owner of the property described on **Exhibit A**, attached hereto (“Property”), entered into that certain Declaration of Restrictive Covenant dated _____ (“Covenant”) in favor of the County that is recorded at Instrument # _____ in Public Records of Broward County, Florida. Terms not otherwise defined herein shall have the same meaning set forth in the Covenant; and

WHEREAS, pursuant to the Covenant, the County is required, at the request of the Owner, to execute a release and termination of the Covenant upon the satisfaction of the requirements set forth in the Covenant; and

WHEREAS, the Owner has satisfied its obligation pursuant to the Covenant; and

WHEREAS, Owner desires that the County release and terminate the Covenant by executing this Release and Termination to be recorded in the Public Records of Broward County, Florida, pursuant to the terms and conditions as hereinafter set forth; and

WHEREAS, upon the execution of this Release and Termination, no further action by the County Commission will be required and this Release and Termination shall constitute the final release of Owner’s obligations under the Covenant.

NOW, THEREFORE, County intending to be legally bound, hereby state and declare as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The obligations, terms, conditions, covenants and provisions of the Covenant are of no further force and effect and Owner is released from the Covenant and the Covenant is hereby terminated.
3. This Release and Termination shall be construed and governed in accordance with laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in Broward County, Florida.
4. This Release and Termination shall be recorded in the Public Records of Broward County, Florida, whereby recording fees are to be paid by Owner and shall run with the Property and shall be binding upon and inure to the benefit of the respective successors and assigns of County and

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, through its COUNTY ADMINISTRATOR

Print Name: _____

By: _____

Printed Name: _____

Print Name: _____

Title: County Administrator

_____ day of _____, 2021

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Deputy County Attorney

_____ day of _____ 2021