Item #44-B

ADDITIONAL MATERIAL

REGULAR MEETING

APRIL 28, 2026

SUBMITTED AT THE REQUEST OF

ANDREW SCHEIN, ESQUIRE

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March 31, 2026

Sent Via Electronic Delivery

Broward County Board of County Commissioners
Honorable Mayor Mark Bogen, Vice Mayor Robert McKinzie
and County Commissioners
115 South Andrews Avenue
Fort Lauderdale, FL 33301

RE: Appeal of the March 4, 2026 Broward County Planning Council ("BCPC") decision to uphold the Staff determination changing the Future Land Use Map designation for the Parcels Generally Located at 1301 South Ocean Drive in the City of Hollywood Beach, Florida, Broward County Property Appraiser Folio ID Numbers 514224010011 and 514224020013 (the "Property")

Dear Mayor Bogen, Vice Mayor McKinzie, and County Commissioners:

The formal appeal of the March 4, 2026 BCPC decision to uphold the Staff determination changing the Future Land Use Map ("FLUM") designation of the Property to Broward County Commission is being submitted by the City of Hollywood ("City") as the Property Owner in accordance with Section 6 of the Implementation Requirements and Procedures of the Broward County Comprehensive Plan for appeals from a BCPC decision. However, as further described below, PRH 1301 S Ocean, LLC ("PRH 1301") has a vested interest in the Property established by the executed Comprehensive Agreement, an equitable interest in the Property arising from the executed Ground Lease, and a very substantial interest in the outcome of the decision of the Board of County Commissioners, having invested and expended more than $5 Million in pursuit of the Public-Private Partnership ("P3") Project approved by the City of Hollywood on March 16, 2022 ("P3 Project").

Pursuit of the P3 Project has been made in reliance upon: the adopted and published Broward County FLUM (showing the same Medium High Residential Density land use designation for the Property for more than 46 years); the September 2019 written confirmation of that land use designation by BCPC staff; and the July 2021 formal Acreage Determination by the BCPC staff. PRH 1301 therefore files this companion supplemental appeal and argument in support of the City's formal appeal.

I. Background

PRH 1301 is the Developer for the approved P3 development proposal with the City on the Property. The P3 development will replace the existing, aging and inadequate community center currently located on the Property, renovate the Harry Berry park at no cost to the taxpayers, and provide significant new revenues to the City, the County and the School Board.

In 2019, noting the poor condition of the existing community center, PRH 1301 began exploring a means to replace the community center, at no cost to the City, through a public-private partnership. As part of standard due diligence investigating possible alternatives, counsel for PRH 1301 requested an informal land use confirmation from the BCPC on September 25, 2019 for the Property and certain parcels surrounding the Property. Pursuant to this request, BCPC confirmed in writing that the Property has a future land use designation of Medium-High (25) Residential. BCPC's confirmation email is attached hereto as **Exhibit "A"** ("2019 Email").

Subsequent to and in reliance on this confirmation, PRH 1301 prepared an Unsolicited P3 proposal in accordance with Florida Statute § 255.065, which was submitted to the City on January 21, 2020 ("P3 Proposal"). The land use and zoning information provided in Section 4(e) of the P3 Proposal includes and repeats the land use information that was provided in the BCPC Email. An excerpt from the P3 Proposal is attached hereto as **Exhibit "B"**. The P3 Proposal included the construction of a new community center, a multifamily residential building, improvements to the Harry Berry Park, and improved public parking.

In February 2020 after the Unsolicited P3 Proposal was submitted, the City Commission held a public workshop to discuss the condition of the current community center. The direction was to broadly market any opportunity to redevelop the site to achieve the best possible proposals for the benefit of Hollywood residents. By the end of March 2020, the City received an amended and restated unsolicited proposal for the redevelopment of the community center site. The unsolicited proposal was determined to be a qualifying project as required by the state public-private partnerships statute, and the City prepared and issued the required Notice of Receipt of an Unsolicited Proposal and a willingness to accept competing proposals. The City's real estate advisory firm, CBRE, marketed the opportunity nationally and internationally to more than 20,000 development contacts.

The City issued a request for proposals pursuant to Florida Statute § 255.065, which again relied upon the County land use designations confirmed by the BCPC. After a very competitive solicitation process involving four finalist proposals from qualifying competing respondents, which spanned approximately ten months, the City Commission unanimously selected PRH 1301's proposal on March 17, 2021, and authorized the City administration to enter into negotiations with PRH 1301.

All of the submitted development proposals under the RFP included residential uses in reliance on the determination that the Property had a Medium-High (25) Residential future land use designation as confirmed by BCPC. As the P3 process is lengthy and involves significant upfront expenditures, PRH 1301, and presumably the other proposers, would not have submitted the P3 Proposal if the Property did not have a future land use designation of Medium-High (25) Residential.

Subsequent to the City's acceptance of PRH 1301's P3 Proposal and the issuance of the notice to proceed and in preparation for the negotiation and plan drafting process, PRH 1301 requested a formal Acreage Determination and Land Use Confirmation from BCPC to determine the exact residential density available to the Property. Although BCPC staff had already confirmed that the Property had a Medium-High (25) Residential future land use designation via email in 2019, PRH 1301 requested this letter in order to confirm the exact residential acreage of the parcels for density calculations.

After extensive discussions and meetings with BCPC staff regarding the acreage, including the production of surveys and other documentation, PRH 1301 received the Acreage Determination and Land Use Confirmation from the Executive Director of BCPC on July 19, 2021, which determination is attached hereto as **Exhibit "C"** ("2021 Letter"). The 2021 Letter again confirmed that the Property has a Medium-High (25) Residential future land use designation.

Subsequent to the receipt of and in reliance on both the 2019 Email confirmation and the 2021 Letter, PRH 1301 and the City, including their respective consultants and outside counsels, continued negotiations for the Comprehensive Agreement and Ground Lease. After more than a year of negotiations, multiple noticed public workshops, and very lengthy public hearings during the required approval procedures, the Comprehensive Agreement and Ground Lease were approved by the City Commission on March 16, 2022 and the Comprehensive Agreement and Lease were executed on May 5, 2022.

As more detailed plans were being developed subsequent to the execution of the Comprehensive Agreement, PRH 1301 examined options for slight increases in density in the P3 development, including incorporating adjacent lands into a related development to increase the gross acreage of the P3 development. PRH 1301 and City staff met with BCPC staff on June 2, 2022 to discuss the strategy.

During the June 2, 2022 meeting, a City staff member briefly mentioned the difference between the City FLUM as shown on the GIS and the County FLUM, where the County FLUM designated the Property as Medium-High (25) Residential and the City GIS designated the Property as Community Facility. However, it was noted that the City's approved zoning of the property was Government Use ("GU"), which allowed residential use subject to City Commission approval and which approval had already been granted in the process of approval of the Comprehensive Agreement and Lease.

After additional research, the City drafted a letter to BCPC on July 5, 2022 acknowledging that the newly created City GIS-based future land use designations were not correct, and confirmed that the correct land use designation for the Property is Medium-High (25) Residential - as previously confirmed twice by BCPC. The July 5, 2022 letter from the City to BCPC was ultimately sent to BCPC on September 27, 2022 and a copy of the letter is attached hereto as **Exhibit "D"** ("City Letter").

On October 31, 2022, nearly three years after BCPC first confirmed the future land use designation of the Property in the 2019 Email, and more than a year after detailed discussions of land use acreages for each of the parcels and the issuance to the formal acreage determination through the 2021 Letter, and approximately seven months after the City approval of the Comprehensive Agreement and Ground Lease for the P3 Project, BCPC advised the City that it was withdrawing the 2021 Letter and that BCPC needed to conduct additional research regarding the future land use of the Property. BCPC's justification for this additional review was the City's Community Facility land use designation for the Property, even though the City had already provided proper documentation that the newly created City GIS was incorrect.

On December 1, 2022, BCPC met with the City and PRH 1301 and informed the City and PRH 1301 that BCPC administratively changed its position from the 2019 Email and 2021 Letter, now determining that the Property should have a Community future land use designation under the County's FLUM, despite the fact that the adopted County FLUM under Amendment PC 16-7 adopted via ordinance by the Broward County Commission on April 25, 2017 shows Medium-High (25) Residential for the Property.

To date, PRH 1301 has invested and spent more than 6 years and in excess of $5 million to bring the P3 development to fruition, all in reliance on (1) the formally adopted and published County FLUM, which has consistently shown the Property as Medium-High (25) Residential for more than 40 years; (2) the 2019 Email confirmation of the Medium-High (25) Residential and the 2021 Letter. In addition, the City of Hollywood has itself spent and invested many hundreds of hours of staff time and incurred substantial expenses with outside counsel and consultants pursuing the P3 Project as an innovative and creative way to fund necessary public improvements. The City and County also stand to lose more than $1.7 billion in new revenues from the P3 Project.

As the City and PRH 1301 both contested the unilateral action of BCPC staff's rescission of the 2019 confirmation and the 2021 Letter, the City further discussed strategies to resolve the new disagreement over the FLUM designation of the Property with BCPC Staff and Counsel. BCPC staff offered the opportunity to formally appeal to BCPC to challenge BCPC staff's new interpretation of the future land use designation of the Property. Although PRH 1301 has a vested interest in the Property through the executed Comprehensive

Agreement and has an equitable interest in the Property through the executed Ground Lease, the formal appeal was filed by the City as the Property owner.

On February 26, 2026, BCPC heard the City's formal appeal of the BCPC decision and ultimately voted 9 votes to 6 votes in favor of upholding BCPC staff's decision to change the future land use designation of the Property to Community future land use from the Medium-High (25) Residential future land use designation, contrary to what was shown on the FLUM adopted by the County Commission on April 25, 2017 by Ordinance. This oral vote was subsequently memorialized in a formal written decision issued by the BCPC on March 4, 2026. It is worth noting that there was substantial discussion on the record of the February 26 hearing by BCPC Board members and the BCPC Staff and Counsel that the BCPC decision would likely not be final as it could be appealed to the County Commission, with several members who voted against the appeal saying they felt that they were "not in a position to make the decision since it was really the County Commission who would have the final say."

The City, as the Property Owner, is submitting a formal appeal of the March 4, 2026 BCPC decision. This appeal is filed in accordance with Section 6 of the Implementation Requirements and Procedures of the Broward County Comprehensive Plan.

II. Basis for Appeal

In accordance with Section 6 of the Implementation Requirements and Procedures of the Broward County Comprehensive Plan, the Board of County Commissioners reviews this appeal *de novo*. Because this appeal centers on a question of law, specifically, whether BCPC staff or the BCPC Board possesses the unilateral authority to administratively amend an adopted FLUM without following statutory procedures, no deference is owed to the BCPC's interpretation.

PRH 1301 submits this appeal under five (5) separate doctrines:

1. **Lack of Unilateral Authority:** Neither BCPC Staff, nor the BCPC itself, nor the County Commission has the power to unilaterally amend the FLUM adopted by ordinance by the Broward County Commission. Amendment of the adopted FLUM must comply with the provisions of Florida Statutes § 163.3184; an administrative determination or resolution cannot amend an ordinance.

2. **Improper Use of "Scrivener's Error":** BCPC staff erred in determining that the Property's future land use designation under the adopted 2017 FLUM was a mere scrivener's or clerical error.

3. **Equitable Estoppel:** The changing of the map and the rescission of both the 2019 Email and the 2021 Letter violate the doctrine of equitable estoppel.

4. **Due Process Violation:** BCPC's actions represent a violation of established due process requirements.

5. **Doctrine of Laches:** BCPC is barred from administratively changing the designation due to their unreasonable delay in asserting the alleged error, which resulted in severe financial prejudice to PRH 1301.

A. Neither the BCPC staff, nor BCPC itself, nor even the County Commission has the power to unilaterally amend the Broward County FLUM, which was properly adopted by ordinance by the County Commission in compliance with Florida Statutes Sec. 163.3184. Neither a BCPC staff interpretation nor a BCPC resolution can amend an ordinance.

i. Statutory Process Requirements for Comprehensive Plans and Future Land Use Maps

The requirements for adoption of the comprehensive plans and amendments to comprehensive plans are governed by Chapter 163 of the Florida Statutes. Florida Statute § 163.3177 lists the required and optional elements of local government comprehensive plans. Specifically, Florida Statute § 163.3177(6)(a)(1) requires that local government comprehensive plans include a map or map series showing the distribution, location, and extent of the various categories of land use within the local government's jurisdiction.

Once the required elements of a comprehensive plan are drafted, Florida Statute § 163.3184 provides the process for the adoption of comprehensive plan and comprehensive plan amendments, and Florida Statute § 163.3187 provides the process for adoptions of small-scale comprehensive plan amendments. Under all of these processes, the Florida Statutes require that comprehensive plans and amendments thereto be adopted by ordinance and provide "affected persons" the ability to challenge the approval of such amendment.

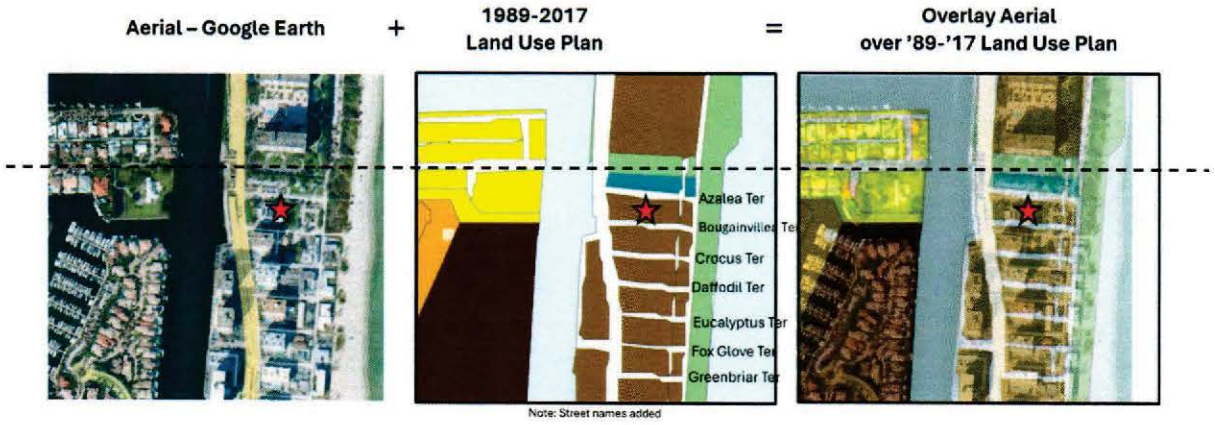
Chapter 163 of the Florida Statutes provides only two (2) situations where changes to the comprehensive plan do not constitute an amendment and may be approved by ordinance without going through the full amendment process:

1. Under Florida Statute § 163.3177(3)(b), the capital improvements element may be modified to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

2. Under Florida Statute § 163.3187(4), corrections, updates, or modifications of current costs which were set out as part of the comprehensive plan shall not be deemed to be amendments.

The Florida Statutes do not provide the local government with the ability to amend the comprehensive plan, including the FLUM, in any other instance without going through the applicable (full or small-scale) amendment process.

Prior to the adoption of BrowardNext ("BCLUP"), the Broward County Comprehensive plan was adopted on March 1, 1989 by Ordinance 89-14. On April 27, 2017 the Broward County Commission adopted BrowardNext via Ordinance 2017-09. Ordinance 2017-09 adopted a series of amendments to the 1989 Comprehensive plan, all in accordance with Chapter 163 of the Florida Statutes. Among the individual amendments approved by the County Commission was PC-16-7, the Broward County Future Land Use Plan Map. Under the 1989 County FLUM, the Property had a future land use designation of Medium-High (25) Residential. When the 2017 FLUM was adopted, the 2017 FLUM kept the exact same land use designation for the Property as it had existed since the 1989 FLUM. See below for excerpts from the 1989 FLUM (as it existed just prior to the adoption of the 2017 FLUM) as well as an excerpt from the 2017 FLUM.



There is no disagreement that the Property was shown as Medium-High (25) Residential on both the adopted 1989 FLUM and the adopted 2017 FLUM, and the BCPC staff confirmed this in writing in both in 2019 and again in 2021. BCPC staff now says that the 2017 FLUM was a scrivener's error. Yet, even before the 1989 FLUM, Property was designated as High Density Residential (50) on the adopted 1977 FLUM. So beginning in 1977 until 2023 – for 46 years – until the BCPC staff administratively changed the land use designation on the County FLUM to Community Facility, the Property had continuously been designated for Residential Use with the only adopted

change on the official maps being a reduction in density from 50 units per acre to 25 units per acre in 1989.

It is worth noting that the City acquired title to the Property on July 2, 1975 pursuant to a court approved 1974 Settlement Agreement in the case of *Mailman Development Corp. v. City of Hollywood*, 286 So.2d 614 (Fla. 4th DCA 1973), which among other things challenged the downzoning from 50 units per acre to 25 units per acre on 15 acres of oceanfront property owned by Mailman. The binding 1974 Settlement Agreement allocated 814 dwelling units or 55 units per acre to the Mailman Oceanfront Land.

The statutory law is so clear that the courts have not addressed this situation often, but in *Baker v. Metropolitan Dade County*, 774 So.2d 14 (Fla. 3d DCA 2000) the court stated "[The County] argument has the County Board electing which plan designation to apply. **Pursuant to the Act, however, that choice is made by the local governments' governing body, and only after the procedures required by the Act.** See, e.g. Fla. Stat. Sec. 163.3184. (1999)." [Emphasis added] Id. at 17.

ii. County Process Requirements for Comprehensive Plans and Future Land Use Maps

In addition to the Florida Statutes' process for amending comprehensive plans the County also recognizes a formal process for correcting errors in comprehensive plans under both the text of the BCLUP and the Administrative Rules Document ("ARD").

Section 2, Definitions, of the BCLUP defines an "Amendment" as follows:

> "AMENDMENT - means any change to an adopted comprehensive plan except for corrections, updates and modifications of the capital improvements element concerning costs, revenue services, acceptance of facilities or facility construction dates consistent with the plan as provided in Subsection 163.3177(3)(b), Florida Statutes, and corrections, updates or modifications of current costs in other elements, as provided in Section 163.3187(4), Florida Statutes."

Section 2 of the BCLUP defines "Comprehensive Plan" as follows:

> "COMPREHENSIVE PLAN - means a plan that meets the requirements of Sections 163.3177 and 163.3178, Florida Statutes, as amended."

As previously stated, land use maps are required as part of a local government's comprehensive plan under Florida Statute § 163.3177. Changes to the land use map therefore constitute an "amendment" as defined not only in the Florida Statutes, but within the BCLUP. The fee schedule in the ARD explicitly references errors in the comprehensive plan, waiving amendment fees to correct errors (see excerpt below). Notably, the amendment process to correct errors is not waived, only the fee is waived.

Excerpt from BCPC Fee Schedule

*AMENDMENTS NOT SUBJECT TO APPLICATION FEES
Courtesy Notice and Public Hearing Display Advertisement Costs are not exempt and will be incurred at the appropriate time.

1. Land use plan amendments for property that is publicly owned, will continue to be publicly owned, and will be utilized for a public purpose.

2. Land use plan amendments for property owned by a not-for-profit, tax-exempt organization, if the local government and the Broward County Board of County Commissioners make a finding that the proposed use will serve a public purpose and promotes the public health, safety and welfare.

3. Land use plan amendments designed solely to correct an error or add annexed areas without a change in density or intensity and the local government is the initiating party.

4. Land use plan amendments initiated by the Broward County Planning Council or Broward County Board of County Commissioners.

5. Land use plan amendments that propose to commit to a minimum of 15% for very-low, low or moderate affordable housing for a minimum of 30 years and subject to a legally enforceable agreement, filed at time of application.

Neither the Broward County Land Use Plan, nor the BCPC Administrative Rules document, nor the Broward County Code of Ordinances, nor the BCPC Rules of Procedure provide a method for BCPC staff to administratively correct errors in the comprehensive plan. The Florida Statutes and County rules explicitly prescribe the process for amending comprehensive plans, and that process was not followed.

B. The Property's Residential Future Land Use Designation was not a Scrivener's/Clerical Error

At the February 26, 2026 BCPC hearing, BCPC staff stated that the future land use designation for the Property under the 2017 County FLUM, adopted by ordinance, was a scrivener's or clerical error. As discussed in the section above, regardless of whether or not

the residential designation was an error, the future land use map of the comprehensive plan cannot be amended administratively.

The following quote from Andy Maurodis, legal counsel to BCPC, was stated at the February 26, 2026 BCPC meeting and is transcribed from the video of the hearing:

> "Where the staff believes that there was never any action to create the land use for the area that is shown on the map that it needs to go down a couple of streets or its misaligned for some reason, it has the ability to correct for clerical or scrivener's error if there is nothing underlying. So you can use the clerical or scrivener's error procedure that they're using here to correct for something that should've never existed because there is no documentation for that, again subject to facts.
>
> Obviously you cannot use the scrivener's error... it's not carte blanche to start changing the map the way you want, it's just for a very specific purpose where they look at it, say 'wait a minute, it doesn't go to this street, it goes to this street', or something like that. So that's what staff did, so I think they have the authority to do that."[1]

Under various statutory laws and the County's own publications, the Medium-High (25) Residential designation of the Property on the 2017 County FLUM is not a simple scrivener's or clerical error.

However, as clearly demonstrated by more than 46 years of continuous history, the Residential future land use designation of the Property was not an error – it was intentional and correct. Three years before the adoption of the County plan in 1977, the City had entered into a court-approved binding settlement agreement allocating 814 residential units to the Mailman ocean front property. The next year, the City acquired title to the Property. There has been no change in circumstances since 2 years before the adoption of the 1977 plan – the City continues to own the Property and every properly-adopted County FLUM for the Property showed the Property with a Residential future land use designation. The existing use of the property does not determine the future land use designation of the property. There is no basis for changing the Residential land use of the Property.

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[1] *Broward County Planning Council 2/26/2026*, (YouTube, Mar. 17, 2026), https://www.youtube.com/watch?v=qn9lj7caNzM (on file with the author)

Although the Residential future land use designation of the Property was intentional, even assuming that BCPC staff is correct that the residential future land use designation of the Property was an error on the adopted future land use map, this alleged error far exceeds what would be considered a "scrivener's error" or "clerical error".

i. Scrivener's Error Defined

Since the Florida Statutes explicitly prescribe a process for comprehensive plans to be amended, the case law surrounding scrivener's errors in this context is scant.

In contract law, scrivener's or clerical errors, like mutual mistakes, occur when the intention of the parties is identical at the time of the transaction but the written agreement does not express that intention because of that error. *See* 27 Williston on Contracts § 70:93 (4th ed.).

In the context of deeds, scrivener's errors are a single error or omission in the legal description of the intended real property, meaning the property that that grantor intended to be conveyed in the erroneous deed.[2]

Under rule 1.540(a) of the Florida Rules of Civil Procedure, courts can administratively correct clerical errors, however courts have held that these errors only include those that are an "accidental, non-substantive mistake of the pen". *See Steele v. Brown*, 197 So. 3d 106, 109 (Fla. 1st DCA 2016).

The common themes among all scrivener's error or clerical error jurisprudence revolve around intent/mutual understanding and minor, non-substantive mistakes.

In this case, there was no mutual understanding to change the future land use designation of the Property from Medium-High Residential to Community – the Property had a Medium-High Residential future land use designation for at least 46 years, and the County Commission never designated the Property as Community.

If BCPC staff truly believes that the Property mistakenly had a future land use designation of Medium-High Residential, the mistake is still not a scrivener's or clerical error that can be corrected administratively, rather it is a substantive error. As stated in the *Baker* case cited above, neither BCPC staff nor the BCPC Board itself can choose which plan designation to apply – that choice is made by the governing body in accordance with Florida Statute § 163.3184. Not only would this be a substantive error, but a serious substantive error that dramatically affects the future of the Property.

[2] § 689.041 Fla. Stat (2025)

ii. Correcting an Error in Future Land Use Map

As detailed above, the Property had a Medium-High residential future land use designation for 46 years until BCPC administratively changed the designation. Even if BCPC staff truly believes this designation was an error, it is not a scrivener's error as it is not a minor error that both parties agree was wrong.

Even when courts have found errors in future land use designations, the errors still must be corrected through the proper statutory process.

In *Island, Inc. v. City of Bradenton Beach*, 884 So.2d 107 (Fla. 2d DCA 2004), the court determined that the future land use designation of the plaintiff's property was erroneously designated "preservation" rather "medium/high residential/tourist" under the City of Bradenton Beach's comprehensive plan. In finding that it was erroneously designated as preservation, the court did not direct the City of Bradenton Beach to administratively change the property's designation, rather, the court stated that the property owner was entitled to a small-scale amendment to the City of Bradenton Beach's comprehensive plan. Directing the City of Bradenton Beach to administratively correct the erroneous designation would have been the most efficient way to correct the mistake, however the Florida Statutes prescribe the method for amending comprehensive plans and City staff could not unilaterally and administratively correct the error, even when all parties agree that it's an error.

C. Doctrine of Estoppel

The doctrine of equitable estoppel is one of fairness. As eloquently stated and oft cited in *Town of Largo v. Imperial Homes Corp.,* 309 So. 2d 571 (Fla. 2d DCA 1975), equitable estoppel can be summed as follows:

> Stripped of the legal jargon which lawyers and judges have obfuscated it with, the theory of estoppel amounts to nothing more than an application of the rules of fair play. One party will not be permitted to invite another onto a welcome mat and then be permitted to snatch the mat away to the detriment of the party induced or permitted to stand thereon. A citizen is entitled to rely on the assurances and commitments of a zoning authority and if he does, the zoning authority is bound by its representations, whether they be in the form of words or deeds.

Although *Town of Largo* references the property owner's right to invoke equitable estoppel, this doctrine has been extended to third parties with financial interests in the subject property.

In *City of Tamarac v. Siegel*, 399 So.2d 1124 (Fla. 4th DCA 1981), determined that a future purchaser of the subject property was able to invoke the doctrine of equitable estoppel Citing *Jones v. U. S. Steel Credit Corporation*, 382 So.2d 48 (Fla.2d DCA 1979), the *City of Tamarac* court stated:

> We agree with the trial court's decision that, under the compelling facts before the court, the doctrine of equitable estoppel, as set forth in Town of Largo v. Imperial Homes Corp., 309 So.2d 571 (Fla.2d DCA 1975), although by its terms available only to property owners, in equity and good conscience should be applicable here. As the trial judge stated in ruling on the case, the fact that appellee is a lienor or a successor in title under foreclosure should make no difference as long as appellee has justifiably and in good faith relied upon appellants' official actions, as it clearly did here.

In a local government zoning context, the doctrine of equitable estoppel is applicable to a local government exercising its zoning power when a property owner (1) in good faith (2) upon some act or omission of the government (3) has made such a substantial change in position or has incurred such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the right he acquired. *See Sakolsky v. City of Coral Gables*, 151 So.2d 433 (Fla.1963); *Hollywood Beach Hotel Co. v. Hollywood*, 329 So.2d 10 (Fla. 1976).

In this case, PRH 1301 and the City had every reason to rely on the published and approved County FLUM and both the BCPC Email and the 2021 Letter. The BCPC Email was an informal determination, but the 2021 Letter (an acreage and future land use determination) is ***the*** official way for an applicant to definitively determine the future land use designation of a property. PRH 1301's subsequent actions in reliance on the 2021 Letter were conducted in good faith, as PRH 1301 had no reason to believe that BCPC was incorrect in the 2021 Letter – the 2021 Letter matched the published future land use map, the 2019 email, and the 2017 future land use map approved by ordinance.

After BCPC staff's official determination, PRH 1301 spent over $5 million over multiple years to bring the P3 development to fruition and entered into both a lease and a comprehensive agreement with the City. This is a significant and substantial change in position, including taking on extensive obligations and expenses. It would be highly inequitable to allow this improper to apply this change of the Property's future land use designation at this stage.

PRH 1301 has acted in good faith throughout this entire process and has incurred extensive obligations and expenses in reliance on both acts and omissions by BCPC staff. As such, the doctrine of equitable estoppel bars BCPC from amending the future land use designation of the Property from Medium-High (25) Residential to Community.

D. Due Process

As applied to the Property, the FLUM designated the Property as a residential future land use under both the 1989 County FLUM and the 2017 County FLUM. The adoption of the 2017 County FLUM, along with the updated BrowardNext comprehensive plan, was properly completed pursuant to Florida Statutes § 163.3184.

PRH 1301, as an entity of The Related Group, is operating a development business within the City of Hollywood whose plan is the subject of this review. Under Florida Statutes § 163.3184(1)(a), PRH 1301 is therefore an "affected person".

Under Florida Statute § 163.3184(5)(a), any affected person may file a petition with the Division of Administrative Hearings to request a formal hearing to challenge whether a comprehensive plan amendment is in compliance with the requirements found in Florida Statutes §§ 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248. By administratively and unilaterally amending the FLUM without any required hearings or public notice, BCPC effectively removed PRH 1301's due process rights as an affected person to challenge BCPC's decision in front of the Division of Administrative Hearings.

E. Doctrine of Laches

In addition to equitable estoppel, the BCPC is barred from administratively changing the Property's future land use designation under the equitable doctrine of laches. Laches serves to protect a party from being unfairly prejudiced by another party's unreasonable delay in asserting a claim or correcting an alleged error.

BCPC staff now asserts that the 2017 FLUM designation was a scrivener's error. However, BCPC staff actively confirmed the Medium-High (25) Residential designation informally in 2019, and formally via the Acreage Determination in July 2021. It was not until October 2022, nearly three years after the initial confirmation and well over five years after the 2017 FLUM was adopted, that BCPC staff claimed an error and change the designation.

This delay is objectively unreasonable. Furthermore, the delay caused severe financial prejudice to PRH 1301. Because BCPC failed to identify or assert this alleged error in a timely manner, PRH 1301 expended in excess of $5 million and dedicated years of resources to execute the Comprehensive Agreement and Ground Lease. Had BCPC asserted this "error" in 2019, PRH 1301 would not have incurred these massive obligations. Because BCPC did not take steps in 2019 to correct its own map, equity demands it is barred from doing so now to the detriment of PRH 1301 and the City.

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III. Conclusion

The Property had a residential future land use designation under the adopted 1977 County land use plan, the 1989 County land use plan, and BrowardNext. The residential future land use designation of the Property is not an error. No County Commission over the last 46+ years has adopted a Community or Community Facility future land use designation for the Property, and neither BCPC staff nor the BCPC Board has the authority to administratively amend the County's comprehensive plan or future land use map. Doing so is in direct violation of the explicit process detailed in state law as well as the County's own published processes for amending comprehensive plans.

Even if BCPC staff believes that the 46-year residential future land use history of the property should have been changed in BrowardNext, it was not. State law provides the process for amending the future land use designation.

As it stands now, PRH 1301 has expended millions of dollars and thousands of hours to bring the P3 project to fruition in reliance on BCPC's published maps and formal correspondence from BCPC regarding the future land use designation of the Property. Since PRH 1301, in good faith, had a substantial change in position in reliance on this act/omission by BCPC, even if BCPC wished to now process a comprehensive plan amendment to remove the residential future land use designation, BCPC would be barred from doing so under the doctrine of equitable estoppel.

Furthermore, by filing this administrative appeal, PRH 1301 does not waive, and expressly reserves, any and all rights, claims, and causes of action it may have under Florida law. This includes, but is not limited to, claims for damages under the Bert J. Harris, Jr., Private Property Rights Protection Act (Section 70.001, Florida Statutes) and claims for inverse condemnation arising from the inordinate burden and severe financial prejudice placed upon the Property's vested and equitable rights by the BCPC's actions.

For the foregoing reasons, PRH 1301 respectfully requests that the Board of County Commissioners grant this appeal, reverse the March 4, 2026 BCPC decision, and officially recognize and reinstate the Medium-High (25) Residential Future Land Use Map designation for the Property as properly adopted by the County Commission.

Sincerely,

Carter N. McDowell

cc: Monica Cepero (via email: mcepero@broward.org)
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