

EXHIBIT 1

PROPOSED

ORDINANCE NO.

1 AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE
2 AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING
3 THE BROWARD COUNTY LAND USE PLAN WITHIN THE CITY OF HOLLYWOOD;
4 AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

5 (SPONSORED BY THE BOARD OF COUNTY COMMISSIONERS)
6

7 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
8 on April 25, 2017 (the Plan);

9 WHEREAS, the Department of Commerce (f/k/a Department of Economic
10 Opportunity) has found the Plan in compliance with the Community Planning Act;

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

13 WHEREAS, the Planning Council, as the local planning agency for the Broward
14 County Land Use Plan, held its hearing on October 26, 2023, with due public notice;

15 WHEREAS, the Board of County Commissioners held an adoption public hearing
16 on December 12, 2023, at 10:00 a.m., having complied with the notice requirements
17 specified in Section 163.3184(11), Florida Statutes, at which public comment was
18 accepted and considered;

19 WHEREAS, the Board of County Commissioners, after due consideration of all
20 matters, hereby finds that the following amendment to the Plan is consistent with the State
21 Plan, Regional Plan, and the Plan; complies with the requirements of the Community

22 Planning Act; and is in the best interests of the health, safety, and welfare of the residents
23 of Broward County; and

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

26 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
27 BROWARD COUNTY, FLORIDA:

28 Section 1. The Broward County Land Use Plan is hereby amended by
29 Amendment PC 23-5 in the City of Hollywood, set forth in Exhibit A, attached hereto and
30 incorporated herein.

31 Section 2. Severability.

32 If any portion of this Ordinance is determined by any court to be invalid, the invalid
33 portion will be stricken, and such striking will not affect the validity of the remainder of this
34 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
35 legally applied to any individual, group, entity, property, or circumstance, such
36 determination will not affect the applicability of this Ordinance to any other individual,
37 group, entity, property, or circumstance.

38 Section 3. Effective Date.

39 (a) The effective date of the plan amendment set forth in this Ordinance shall
40 be the later of:

41 (1) Thirty-one (31) days after the adoption of this Ordinance;

42 (2) The date a final order is issued by the Department of Commerce or the
43 Administration Commission finding the amendment to be in compliance;

- (3) If the Department of Commerce or the Administration Commission finds the amendment to be in noncompliance, pursuant to 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;
- (4) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Official Records of Broward County; or
- (5) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.
- (b) This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

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

By: /s/ Maite Azcoitia 10/12/2023
Maite Azcoitia (date)
Deputy County Attorney

MA/gmb
PC23-5 City of Hollywood Ordinance - Small Scale
10/13/2023
#80041

Coding: Words ~~stricken~~ are deletions from existing text. Words underlined are additions to existing text.

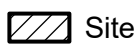
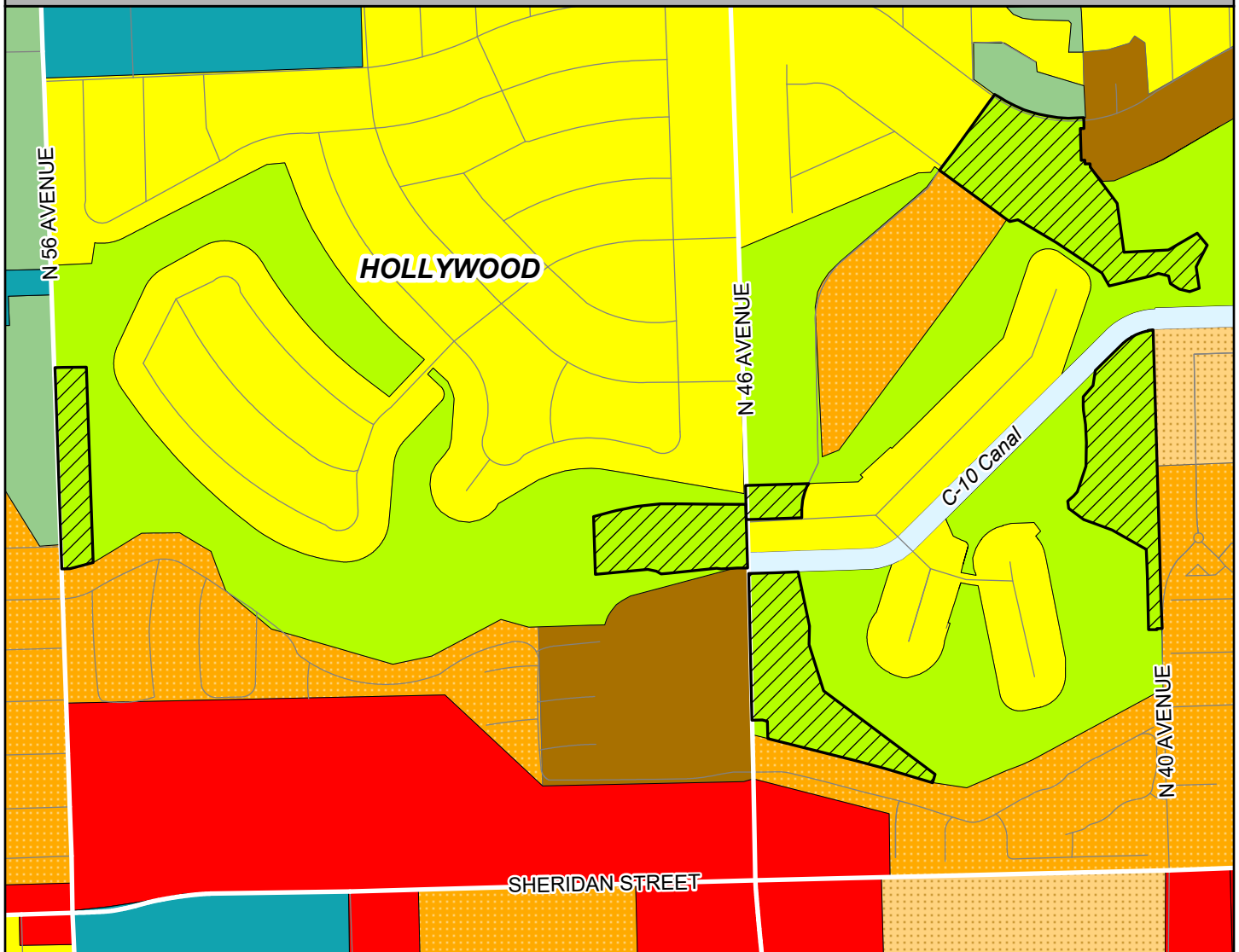
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 23-5

Current Land Use: Commercial Recreation

Proposed Land Uses: 35.8 Acres of Low-Medium (10) Residential and 1.0 Acre of Low (5) Residential

Gross Acres: Approximately 36.8 acres



Low (5) Residential

Low-Medium (10) Residential

Medium (16) Residential

Medium-High (25) Residential

Commerce

Recreation and Open Space

Commercial Recreation

Community

Water / Primary Drainage



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 23-5
(HOLLYWOOD)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

October 17, 2023

Planning Council staff finds that the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan and recommends **approval** recognizing the applicant's voluntary commitments to 1) preserve approximately 130 acres of the remaining golf course for commercial recreation open space in perpetuity, and 2) implement stormwater management and flood protection mitigation strategies at the time of development permits.

In addition to the applicant's voluntary commitments, Planning Council **staff recommends** that the remaining golf course (approximately 130+/- acres) currently designated as Commercial Recreation be amended to the Recreation and Open Space land use designation to further enhance the applicant's voluntary commitment.

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.

Further, the applicant's confirmation to comply with the environmental licensing and permitting requirements to redevelop the property with a residential use is recognized.

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

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Recommendation (continued)

October 17, 2023

- (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.

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 Broward County Land Use Plan 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

October 26, 2023

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 14-0: Abramson, Brunson, Castillo, Gomez, Greenberg, Hardin, Horland, Levy, Railey, Rich, Rosenof, Ryan, Zeman and DiGiorgio)

INTRODUCTION AND APPLICANT'S RATIONALE

- 11 - 1

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

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

B.	Planned Uses:	North:	Commercial Recreation and Recreation and Open Space
		East:	Commercial Recreation, Low (5) Residential, Medium (16) Residential and Medium-High (25) Residential
		South:	Commercial Recreation, Low-Medium (10) Residential and Medium-High (25) Residential
		West:	Commercial Recreation, Low-Medium (10) Residential, Medium-High (25) Residential and Recreation and Open Space

VI. Applicant/Petitioner

A.	Applicant:	Keith Poliakoff, Esq., Government Law Group, PLLC
B.	Agent:	Jeff Katims, TranSystems, Inc.
C.	Property Owner:	First Eagle Management, LLC

VII. Recommendation of Local Governing Body:

The City of Hollywood recommends approval of the proposed amendment.

EXHIBIT B

The attached draft “Declarations of Restrictive Covenants” have been submitted and are required to be executed and recorded by the applicant prior to the effective date.

Return to: (enclose self-addressed stamped envelope)

Name: Keith Poliakoff, Esq.

Address:

Government Law Group, PLLC
200 S. Andrews Ave., Suite 601
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Keith Poliakoff, Esq.
Government Law Group, PLLC
200 S. Andrews Ave., Suite 601
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 _____ day of _____, 202_, by **FIRST EAGLE MANAGEMENT, LLC**, a Florida limited liability corporation ("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, OWNER is requesting that the land use plan designation on the Property be changed from Commercial Recreation to Low Residential (5 du/ac) and Low Medium Residential (10 du/ac) to allow for redevelopment of the Property ("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; and

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 Declaration by this reference.

2. Covenants. OWNER agrees that applications for development permits relating to the Property shall comply with the following:

- a. Finished floor elevations, and stormwater retention within the amendment sites and the existing golf course lake and canal system, will be designed utilizing the water table elevations and 100-year flood elevations adopted by the county for regulatory purposes at the time of permitting.
- b. The stormwater retention capacity of the lake and canal system within the golf course will be increased to account for the addition of impervious areas and fill for residential development under the effective stormwater retention requirements. More than 5 acres of lake will be created as well as the widening and deepening of the existing lakes. The golf course redesign will be mindful of the City's needs for significant storm water retention capacity. The development team has met with the City's engineers to integrate the City's new stormwater management plan into the redevelopment. While the capacity of the waterways will be expanded, dry retention will be the primary water retention mechanism. The redesigned course will create bowls that will hold water for prolonged periods, in addition to dry retention within the development sites.
- c. The flood stage calculations will utilize all criteria adopted as requirements for development at the time of permitting.
- d. Habitable buildings constructed within the amendment site will have finished floors elevated above the 100-year flood elevations as required by Broward County and the City of Hollywood at the time of permitting.

3. 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 OWNER(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 Declaration shall be recorded in the Public Records of Broward County, Florida, at the then OWNER's sole expense.

4. 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 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 Declaration 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 Declaration 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 Declaration. Any failure by the COUNTY to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

5. 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.

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.

[THIS SPACE INTENTIONALLY BLANK]

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

FIRST EAGLE MANAGEMENT, LLC
a Florida limited liability corporation

Printed Name: _____

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

STATE OF _____)
COUNTY OF _____) SS

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 FIRST EAGLE MANAGEMENT, LLC, 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 _____, 202_.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Return to: (enclose self-addressed stamped envelope)

Name: Keith Poliakoff, Esq.

Address:

Government Law Group, PLLC
200 S. Andrews Ave., Suite 601
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Keith Poliakoff, Esq.
Government Law Group, PLLC
200 S. Andrews Ave., Suite 601
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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DECLARATION OF RESTRICTIVE COVENANTS

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WITNESSETH:

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

WHEREAS, OWNER is requesting that the land use plan designation on a portion of the Property be changed from Commercial Recreation to Low Residential (5 du/ac) and Low Medium Residential (10 du/ac) to allow for redevelopment of the Property ("Application"); and

WHEREAS, in connection with the Application, OWNER has voluntarily agreed to certain restrictions on the balance of the Property, more particularly described on the attached **Exhibit B** (the "Remaining Property") in favor of the COUNTY; and

WHEREAS, OWNER has agreed that the uses on the Remaining Property shall be consistent with the COUNTY's Recreation and Open Space category.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, OWNER hereby declares that the Remaining 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 Remaining 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. This Declaration shall run with the Remaining Property and shall be for the benefit of and a limitation upon all present and future owners of the Remaining Property, in favor and enforceable by the COUNTY.

3. OWNER acknowledges and agrees that the uses on the Remaining Property shall be consistent with those uses permitted by the COUNTY's Recreation and Open Space land use category, as that may be amended from time to time.

4. The restrictive covenants set forth herein shall run with title to the Remaining Property and shall be binding on OWNER and its successors and assigns in title to the Remaining Property.

5. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Remaining Property except by written instrument, executed by the then OWNER or OWNER(s) of the portion of the Remaining 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 Official Records of Broward County, Florida, at the then OWNER's sole expense.

6. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Official 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 Declaration shall run with the land for the sole benefit of the COUNTY and shall bind all successors-in-interest with respect to the Remaining Property. This Declaration 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 Declaration. Any failure by the COUNTY to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. 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.

8. 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.

9. 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.

[THIS SPACE INTENTIONALLY BLANK]

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

FIRST EAGLE MANAGEMENT, LLC
a Florida limited liability corporation

Printed Name: _____

By: _____
 Printed Name: _____
 Its: _____

Printed Name:

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, by _____, as _____ of FIRST EAGLE MANAGEMENT, LLC, 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 _____, 202 .

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY

EXHIBIT B

LEGAL DESCRIPTION

REMAINING PROPERTY