

EXHIBIT "C"

(Leder Hillsboro PCD Document)



## REZONING JUSTIFICATION STATEMENT

Please fill out the following in **COMPLETE DETAIL**, a restatement does not satisfy code requirements

<b>ZONING MAP AMENDMENTS (Section 13-36)</b>	
1.	<p><b>Is not contrary to the Comprehensive Plan.</b></p> <p>The proposed expansion of the PCD promotes the intent of quality growth along major corridors. Specifically the project is consistent with the following portions of the Comprehensive Plan: Urban Sprawl Goal II-8.0 Discourage urban sprawl and encourage infill development, Commercial Uses, Office Uses, Commercial Recreation uses Goal II-2.0 Provide a broad range of convenient, accessible and attractive commercial, office and commercial recreation facilities sufficient to serve permanent and seasonal populations. Mixed Land Use and Innovative and flexible Growth Management Goal II-9.0 Promote the efficient use of public facilities and services through planned communities and mixed land use activity centers to achieve a beautiful and functional community.</p>
2.	<p><b>Will not create an isolated zoning district, which would be unrelated and incompatible with adjacent districts.</b></p> <p>The adjacent property is zoned PCD and the rezoning is a natural extension. The Property adjacent to the Leder PCD is also Zoned PCD making a consistent zoning on Hillsboro Blvd.</p>
3.	<p><b>Will not substantially impact public facilities such as schools, utilities and streets.</b></p> <p>The proposed use of self-storage is the lowest generator possible for utilities and has no school impacts and very little traffic impact.</p>
4.	<p><b>Will be justified by external land use conditions.</b></p> <p>External land use along Hillsboro Blvd. in this location are commercial in nature and this use is a good use of low intensity commercial use.</p>
5.	<p><b>Will not create or excessively increase automobile and vehicular traffic congestion.</b></p> <p>Self-storage has very low traffic generation, and roadway is at an acceptable LOS with necessary access provisions.</p>
6.	<p><b>Will not create a storm drainage problem for other properties.</b></p> <p>All drainage will be in accordance with Coconar District standards and no off-site drainage to adjacent properties will occur.</p>
7.	<p><b>Will not adversely affect surrounding living conditions.</b></p> <p>Self-storage is a very low intensity use and will not create any impact on adjacent surrounding properties.</p>
8.	<p><b>Will not adversely affect environmental quality.</b></p> <p>This property is already developed and there are no environmental considerations.</p>
9.	<p><b>Will not adversely affect other property values.</b></p> <p>Hillsboro Blvd. is a commercial use in this area and would not impact other properties on Hillsboro Blvd. and has moved most intense use away from adjacent residential areas.</p>
10.	<p><b>Will not be a deterrent to improvement or development of other property.</b></p> <p>There is no other vacant property in the area. The use will be of the highest caliber and asset to the area redeveloping an abandoned use.</p>
11.	<p><b>Will not constitute a special privilege to an individual owner.</b></p>



**DEPARTMENT OF SUSTAINABLE DEVELOPMENT**  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063

The adjacent commercial uses include the proposed use and is an appropriate use of the zoning district not a special privilege.

# **Leder Hillsboro PCD**

**Planned Commerce District**

**City of Coconut Creek, FL**

**Commission Approved Ordinance - 12/14/17 - ORD. 2017-049**

**P&Z PHASE III APPROVED**

**CITY COMMISSION PHASE III**



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## I. INTRODUCTION

### A. Purpose and Intent

The City of Coconut Creek Land Development Code Section 13-355 provides regulation for establishing a Planned Commerce District (PCD). The intent of the district is to provide flexibility in the use and design of structures and property to provide comprehensively planned nonresidential development that is compatible with surroundings.

The purpose and intent of this document is to establish specific standards and procedures for the development of the subject property as a PCD. This PCD document was developed in accordance with the standards and procedures set forth in Section 13-355 of the City of Coconut Creek Land Development Code.

The Leder PCD was approved by Ordinance 2017-049 (**Exhibit O**) and it is the intent to add additional acres to the approved PCD as Phase III.

### B. Definitions

The definitions that pertain to the subject PCD are those contained in this document and in Section 13-255(b) of the City of Coconut Creek Land Development Code. ~~If~~ If any conflict exists in the definitions contained herein and those contained in Section 13-355(b), the definitions contained herein shall prevail.

### C. Project Location and Data

The approved PCD was the location of the long-time veterinary clinic and boarding facility and now consists of a commercial building, Pet Lodge and Self-Storage facility No.1. The approved PCD is 5.96 acres and is adjacent to the Marketplace at Hillsboro shopping center to the west which is a PCD. See **Exhibit A** for a Location Map, and **Exhibit B** for Surveys of the ~~original approved~~ PCD and Phase III. The Approved PCD property was platted as two different plats (Leder Hillsboro Company Limited – Part 1 and Leder Hillsboro Company Limited – Part II) which are included in **Exhibit C**. The plats through the years have had note amendments and Non- Vehicular Line Amendments to accommodate the existing uses. In 1996 by Ordinance NO. 179-96 flex was allocated for the approved PCD. Phase III to the PCD is 2.91 acres and was platted as Workingman’s Nursery Plat, see **Exhibit C**. Phase III will need a plat note amendment from 16,598 square feet of church use to 170,000 square feet of self-storage. This amendment will require allocation of 2.91 acres of flex acreage to permit the self-storage No. 2 and ~~commercial and recreational vehicle storage as well as boat/vessel storage.~~

The ~~Phase III~~ Approved PCD legal description is as follows:

All of Tract "A", Leder Hillsboro Company Limited – Part 1, according to the plat thereof, as recorded in Plat Book 125, Page 31, of the Public records of Broward County, Florida

Together with:

All of parcel "A", Leder Hillsboro Company Limited – Part 2, according to the plat thereof, as recorded in Plat Book 166, Page 43, of the Public records of Broward County, Florida.

The Phase III legal description is as follows:

All of "Parcel A", Workingman's Nursery, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida. Said Lands lying in the City of Coconut Creek, Broward County, Florida.

D. Proposed Development

The approved PCD currently contains a commercial building on the east side of the property, and a Pet Lodge and Self-Storage facility on the western side. The site has two access points on Hillsboro Blvd. with the eastern access having an east bound left turn lane. The property has cross access parking between the two plats and property to the east (Workingman's Nursery) with recorded access easements in the public records; (53516/122, 32117/1578 and 33516/147).

Phase III would be developed to coordinate with the approved existing commercial buildings on the west into a unified development. Table 1 indicates the approved and proposed uses, and **Exhibit D** illustrates the proposed Master Plan for the site.

<b>Table I: Approved PCD and Phase III</b>		
<b>Use</b>	<b>Approved PCD</b>	<b>Phase III</b>
Self-Storage	113,640 SF	163,054 GSF building 3,550 GSF canopy storage
Commercial	37,929 SF	N/A
Pet Lodge	30,460.93* SF	N/A

\* Includes 7,223.47 SF of kennel space

The development regulations in the PCD district require a parcel size of 10 contiguous acres. The applicant recognizes this requirement and should qualify as a PCD for the following reasons:

- ✓ Property is adjacent to the approved Hillsboro Marketplace PCD and this site would be a continuation of the same zoning district fulfilling the acreage requirement (25.12 acre total).
- ✓ The purpose of the PCD district is to promote non-residential development in comprehensive planning modules of uniform and coordinated development.
- ✓ Property will promote and enhance the goals, objectives, and policies of the City's Comprehensive Plan and the property will be under unified plan and control.
- ✓ The property will promote the City's Comprehensive Plan and PCD Ordinance which envisions enhancing and supporting quality non-residential development for the community.
- ✓ Project will support the visions of the Hillsboro Corridor by providing a meandering 10-foot sidewalk with lush landscaping the length of the frontage.

The use restriction note on the Workingman's Nursey Plat will need to be amended to reflect the proposed master development program. A pre-application approval from the Florida Department of Transportation (FDOT) for Phase III ~~is will be provided as part of the proposed note amendment.~~ see The original FDOT pre application letter is attached as Exhibit K.

The project has been designed to accommodate the vision of connectivity of neighborhoods and the Hillsboro corridor. The additional Hillsboro Blvd. frontage will help continue the vision of the corridor. The PCD has incorporated several design elements to accomplish the connectivity and has incorporated a pedestrian walkway that connects the Hillsboro Pines neighborhood to Hillsboro Blvd.

## II. EXISTING CONDITIONS

### A. Natural Features

The topography of the site is relatively flat due to development with elevations ranging from 16 to 18 feet above sea level. There are no wetlands, and the area is not a Local Area of Particular Concern or adjacent to a designated area. The property is not located within a Broward County Wellfield designated area and will comply with all County Wellfield Protection Ordinances.

### B. Existing Conditions

The approved PCD is currently developed with a commercial building on the east side of the site and a Pet Lodge and self-storage facility No.1 on the west side.

See **Exhibit E** for existing uses map. There is a wall on the north side of the approved PCD buffering the project from neighborhood to the north along NW 71 Street. ~~The wall has also been extended in the Phase III site.~~ There is an existing wall on Phase III that will be relocated

to align with the existing wall. There is also a 6 foot concrete wall on the property line adjacent to the residential on Phase III. There is parking surrounding the commercial building and along the Hillsboro frontage with a cross access easement running parallel to Hillsboro Blvd. and connecting to ~~the property to the east Phase III.~~ The approved PCD has two driveways on Hillsboro Blvd and is ~~severed~~ served by a median opening on Hillsboro Blvd. See ~~as~~ as-built survey Exhibit B for details on existing site.

### C. Future Land Use and Zoning

Future Land Use- Phase III is designated L 3 (Residential 3 DU/AC) on the City of Coconut Creek and Broward County Future Land Use Maps. **Exhibit F** depicts the land use plan designations on the property and surrounding area. The approved PCD was granted 5.596 acres of Flex in 1996 and ~~it~~ is the intent to ~~utilize~~ request the allocation of 2.96 acres of commercial flex acreage to Phase III. ~~A similar request has been approved~~ was granted for the approved PCD.

Zoning- The approved PCD is zoned PCD and ~~the additional acres are~~ Phase III is zoned CF (Community Facility). **Exhibit G** depicts the zoning of the property and surrounding properties. It is the intent for Phase III zoning to permit self-storage, ~~commercial vehicle, and storage and~~ recreational vehicle storage, ~~as well as boat/vessel~~ as a special exception use. The approved PCD allowed self-storage uses in the B-3 zoning. The code has been subsequently modified to permit self-storage ~~and in the~~ light industrial classification.

## III. PROJECT DEVELOPMENT

### A. Proposed Uses

The approved PCD uses are provided for in the B-3 Community Shopping District Master Business List. The approved Leder PCD contains commercial, ~~and~~ a pet lodge and self-storage facility No.1, both of which require Special Land Use approval. The self-storage use is consistent with the City of Coconut Creek Comprehensive Plan Commercial Land Use category and is permitted if deemed appropriate by the City. Phase III proposes a new self-storage facility No.2, permitting recreational vehicle, ~~commercial vehicle, and boat vessel~~ storage, which is also subject to Special Land Use approval and requires allocation of commercial acreage. Table II provides the development standards for the approved PCD and provides the standards for Phase III.

B. Development Standards

**TABLE II  
LEADER PCD DEVELOPMENT STANDARDS**

Standard	Phase II Required	Phase II Approved	Phase III Required	Phase III Approved	Phase III Alternative
MIN. PCD Size Sec. 13-355 (d)(2)	10 AC	5.96 AC	1 AC	2.91 total 8.87 AC	
MAX. Building Coverage Sec. 13-355 (d)(2)(a)(1)	40%	30.10%	40%	36.3%	
MIN. Distance Between Buildings Sec. 13-355 (d)(2)(a)(c)	10 ft per story	10 ft per story with exception of kennels	10 Feet/Story	10 Feet/Story	
MAX. Floor Area Ratio Sec. 13-355 (d)(2)(a)(d)	Per PCD	0.64	Per PCD	1.22 overall .88	
MIN. Setback Abutting Public Road Sec. 13-355 (d)(4)(a)	25 ft	50 ft rear 101 ft front	25 ft	Rear 52'-9" Front 101-9 Feet	
MIN. Setback next to PCD Boundary No Portion of Setback Used for Parking Sec. 13-355 (d)(4)(b)	25 ft	39 Ft adjacent self-storage on West side Existing building to remain	25 ft	25 Ft minimum on South and East 18'-3" on north	<u>Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer. Building is 52'-9' setback.</u>
Perimeter Landscape Setbacks Sec. 13-355 (d)(4)(e)	25 ft	25 ft		25 Ft minimum on south and east 18'-3" on north	<u>Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer.</u>
MIN. Open Space Sec. 13-355 (d)(4)(8)	20%	25.4%		29.3%	
MIN Distance Between Buildings and Parking Sec. 13-344 (c)(12) <u>Sec. 13-443(7)(e)</u>	10 ft (B-3)	- West parking adjacent to self-storage 10 ft landscape overhang - Existing building North side 10 ft including overhang - South side 9 ft including overhang - East side to	<u>10 Ft</u>	Increase landscape buffer to complete Offset B-1 Green Screen and increase buffer on East-North end of building has 2'-11" landscape strip that will accommodate a green screen and small buffer. North end of building is under cover and not	- <u>Offset By 1 Green Screens and increased buffer on East and front with materials above code requirements. Increase landscape buffer to complete Front of the building has 10 Ft except by office area. Southeast end of building has sidewalk</u>



		remain		possible. <u>Southeast end of the building is the entrance to the office and only has a sidewalk.</u>  <u>Southeast end of building a sidewalk against building and around the office at the corner. Increase landscape buffer to complete</u>	<u>against building and building and landscape buffer adjacent to roadway.</u>
MAX. Building Height Sec. 13-344(e) ©(1)	36 ft	53 ft		53 Ft Top of Parapet	
<u>Sec. 13-443(6)</u> <u>ROW landscape adjacent to residential</u>	<u>3 tier-tiered layer-layer</u>		<u>3 tier tiered layer layers</u>	<u>Small hege hedge on north ROW in front of wall.</u>	<u>Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping that will provide share in the ROW.</u>
<u>Sec-13-443(15)(5)</u> <u>ROW PCD buffer</u>	<u>3 tier-tiered layer-layer</u>		<u>3 tiered layer layers</u>	<u>Small hege hedge on north ROW in front of wall</u>	<u>Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping. Small hege on north ROW in front of wall with trees that will provide share in the ROW.</u>

C. Open Space Requirement and Computation

In accordance with Section 13-355 (d)(8) of the PCD Ordinance a minimum of twenty (20) percent of the gross PCD area must be maintained as open space consisting of landscape areas, water bodies and preservation areas. The open space provided is calculated in Table IV and illustrated on **Exhibit H**. Exact computations will be provided on the site plan indicating compliance with the criteria.

Table III: Leder PCD Open Space Computation								
Description	Approved PCD			Phase III				Combined
	Acres	SQ FT.	%Coverage	Acres	SQ FT.	%Coverage	Combined	% SF
Project Area (Gross square feet Per <u>Sec. 13- 355(b)(2)</u> )	5.96	259,602	100%	2.91	126,976	100%	386,578	100%

Required Open Space Area (20% gross project)	1.19	51,920	20%	.582	25,395	20%	77,275	20%
Provided Open Space Area	1.49	65,160	25.4%	.85	37,207	29.2%	102,367	<del>26.26%</del>

#### D. Landscape Standards

The applicant recognizes the importance of adequate landscaping and has created specific landscape standards and requirements to modify certain standards to allow for flexibility in design. Specifically, the applicant proposes the following modifications to the City's landscape standards:

- ~~Ten-Fifteen~~ feet wide landscape strip along the west property line abuts the shopping center property line. The wall separating the two properties is set off 4.5 feet from the property line which increases the total amount of functional landscape on the west side providing a total of 149.5 feet. The City has requested a pedestrian path connecting the Hillsboro Pines neighborhood to Hillsboro Blvd. To accomplish the creation of a path at an opening in the rear wall has been created with a pedestrian path connecting to Hillsboro Blvd.
- The existing commercial building ~~on the east side of the site in Phase II~~ has a 10 feet landscape strip with abutting parking. The PCD code requires a 25 feet setback on the perimeter which cannot include parking. This criteria cannot be accommodated due to the existing conditions. With addition of Phase III 25 ft. buffer no longer required.
- To enhance the Hillsboro Corridor vision the 10-foot sidewalk is meandering with landscaping to create an enhanced pedestrian experience. As a result, a sidewalk easement will be granted to the city for portions outside of the right-of-way.
- The 10 Ft. landscape strip adjacent to the building and parking in phase III is modified to provide alternative areas and include a green screen on portions of the building.
- 3 layers of landscape along the ROW buffer on the north not possible due to the alignment of the wall and drive aisle to the east in Phase 1. Additional landscape including aquatic plants in the east buffer to enhance overall sustainability were added to offset requirement.

~~Unless noted otherwise within this document.~~ The Leder PCD will maintain the same landscape standards as the city code except where noted in PCD standards. **Exhibit I** provides an illustration of the major landscape buffer on Hillsboro Blvd. The buffer also incorporates a portion of the 10-foot sidewalk. Installation of landscape improvements and compliance with landscape standards shall be approved by the City at the time of site plan review.

Trees shall not be located in utility easements and landscape shall not obstruct drivers' sight at intersections.

E. Parking, Loading, Paving and Access Standards

Pursuant to City Land Development Code Section 13-355(d)(5), except where otherwise noted herein, all off-street parking and loading areas within the project shall comply with Section 13-399 including, but not limited to Section 13-398 and the American with Disabilities Act (ADA) for all disabled parking spaces.

Parking around the existing commercial build does not meet current code requirements due to space size and vehicle overhang encroachment into landscape strip/buffers. The PCD proposes existing parking spaces and new parking surrounding the existing building to reflect the reduced standards.

The access drives are 24ft wide with the two exceptions; 1) West driveway is 20 ft from the portion adjacent to the Pet Lodge and 2) One way drive between Pet Lodge and existing buildings which are 16 ft width a mountable curb adding an additional 4 ft.

The approved PCD Pet Lodge has a 12' x 55' combination loading zone and pet drop off in front, and the self- storage facility No.1 has four loading spaces. All loading zones have 15 ft clearance. All access drives are a minimum of 24 feet in width. The Phase III self facility self-storage facility No.2 is designed with two security gates; one at the NW corner, which is exit only. To accomplish the full circulation of ~~the~~ Phase III, several parking spaces were removed in the approved PCD shown in **Exhibit J**.

In the approved PCD ~~Due~~ due to the unique uses and design of the project, the West access drive exceeds the maximum length. The PCD includes a textured paver approximately midway to compensate for the length. ~~The proposed~~ uses in the Leder-approved PCD, with the exception of the commercial building, are not identified in the parking requirements of Section 13-401(b). The Pet Lodge has unique characteristics and the rate utilized in the PCD is derived ~~from~~ or experiences in similar local facilities. The self-storage ~~storage facility No.2~~ also use utilized ~~is also based on~~ previously utilized rates. Table V indicates the PCD parking rates for the uses. Exact calculations will be permitted as part of the site plan approval process.

Table IV: Leder PCD Parking Requirements	
Use	Rate
Self-storage	1 space per 5,000 SF
Office	1 per 300 SF
Pet Lodging	1 per 2000 SF
Pet Lodging Admin.	1 per 300 SF
Pet Drop-off	3 spaces
Existing Commercial	1 per 300 10'x18' (with 2' overhang)

Parking Size	10'x20'
Handicapped	12'x20'
Loading	4 spaces- self storage (12'x55' with 15' clearance)

Access to the site is currently by two driveways connected internally; by a cross access easement that also provides a connection to the adjacent property on the east. The east access has a turn lane and is lined up with a median opening on Hillsboro Blvd. In October 2016 the applicant met with FDOT to modify the driveway connection on the west end. FDOT approved the concept with the requirement for a turn lane/bus combination and provisions for a bike lane. As a result of the pre-approval the applicant is submitting a NVAL plat request to accommodate the proposed access identified on the site plan. The design to accommodate the NVAL will require dedication of Right-of-Way on Hillsboro Blvd.

All pavement, including but not limited to drive lanes, parking stalls, turn lanes, entrances, and roadways, etc. shall be designed and constructed in accordance with City details, Engineering Division Standards and Policies, Code of Ordinances, and specifications; FDOT Roadways and Traffic Design Standards, Broward County Traffic Engineering Division; Manual of Uniform Traffic Control Devices and all other applicable regulatory agencies and standards.

All access ways connecting to the public Right-of-Way shall comply with FDOT Roadway and Traffic Design Standards Index 546.

#### F. Signage and Lighting Standards

All signage and lighting on the property shall comply with the City's Code and be addressed as part of building permitting. The PCD will utilize Section 13-477 Designer Signs and prepare a Uniform Sign Plan. Plan will contain two monument signs, one for the existing commercial phase 1 and one sign for the Pet Lodge and Self-Storage. Phase III will also have signage that will coordinate with existing approved signage and will be submitted separately.

#### G. Easements

Utility easements shall not contain permanent improvements. All utilities on site will be underground.

#### H. Green Building

In accordance with Section 13-320 of the City's code, which recognizes that green building construction improves the efficiency with which buildings and their properties utilize energy, water, and materials reducing development impacts on the environment and the city, all new development or redevelopment applications shall address the green building components detailed in Section 13-320(b) at time of development application submittal.

Exact details on each building will be included in the site plan submittal. The following are the basic components which will be included.

<b>Green Building (Section 13-320)</b>	
<b>APPROVED PCD</b>	<b>PHASE III</b>
<b><u>a.</u> <del>1</del> Sustainable Site Development</b>	
<b><u>1</u> <del>A.</del> Construction Pollution Prevention</b>	
i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air born dust	i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air born dust
<b><u>2</u> <del>B.</del> Construction Site Materials Recycling</b>	
ii. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste	ii. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste
<b><u>3</u> <del>C.</del> Stormwater Management</b>	
iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.	iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.
<b><u>4</u> <del>D.</del> Alternative Transportation</b>	
iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical charging station.	iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. There will be 6 public electrical charging stations conveniently located in Phase III
<b><u>5</u> <del>E.</del> Minimizing Heat Island Effect</b>	
v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.	v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.
<b><u>b</u> <del>2.</del> Water Efficiency</b>	
<b><u>1</u> <del>A.</del> Innovation Water Technologies</b>	
i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)	i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)

<b><u>2 B.</u> Water Efficient Landscape</b>	
ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept	ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept
<b><u>c 3.</u> Energy Efficiency</b>	
<b><u>1 A.</u> Minimum Energy Performance</b>	
i. Building will be designed to meet the 2014 Florida Building Code and Florida energy code which is 20% above the national baseline	i. Building will be designed to meet the <del>2014-current</del> Florida Building Code <u>if and when d-warrants and Florida energy code which is 20% above the national baseline</u>
<b>2. On-site Renewable Energy</b>	
ii. EV <del>C</del> harging <del>S</del> tation	ii. <u>6 EV cCharging Sstations. The charging stations will be phased if and when demand warrants as demand increases.</u>
<b><u>d 4.</u> Indoor Environmental Quality</b>	
<b><u>1 A.</u> Indoor Air Quality</b>	
i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality	i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality
<b><u>e 5.</u> Materials and Recycling</b>	
<b><u>1 A.</u> Recycling of Demolished Waste</b>	
i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.	i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.
<b><u>2 B.</u> Storage and Collection of Recyclables Post-Occupancy</b>	
i. On-site collection and storage of recyclables will be provided	i. <del>On-site collection and storage of recyclables will be provided</del> <u>Based Storage Building #1 tenants are not allowed to leave anything behind which eliminates recycling at this facility also.</u>
<b>3. Building Reuse</b>	
i. No Building Reuse	i. No Building Reuse <u>possible.</u>
<b>4. Regional Materials</b>	

<p>i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.</p>	<p>i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.</p>
---	---

13-320(b)(3)	Approved PCD	Phase III
<p>Acknowledgements to maintain the green building components for the life of the building</p>	<p>Owner agrees to maintain the building components for the life of the building</p>	<p>Owner agrees to maintain the building components for the life of the building</p>
<p>Action 1.6 - Ensure 100% if new development projects throughout the City contain conspicuous displays of green technology that function in the project design while providing a social, artistic, and environmental value.</p>	<p>Vertical green walls are incorporated into the Pet Lodge Site Wall design. They make a dramatic statement and create a welcoming environment for employees, clients, and visitors. Creates habitats for birds and beneficial insects, increasing biodiversity. Additionally, Eco-friendly cleaning products will be used in the Pet Lodge and Storage Facility. <u>Solar benches are also part of the site amenities.</u></p>	<p><del>Vertical green walls are incorporated into the Pet Lodge Site Wall design to make a welcoming environment and green display.</del> The applicant has created natural habitat for plants, birds and beneficial insects adjacent to the walkway on Hillsboro and by FDOT natural area on the southeast front of the site. <u>Phase III also provides 6 public EV charging stations visible from Hillsboro Blvd. The charging stations will be phased as demand warrants increases.</u></p>
<p>Action 2.1 – Achieve 40% tree canopy coverage throughout the city with maximum tree coverage on public and private land by 2020</p>	<p>Project meets or exceed tree canopy criteria for site adding to project target</p>	<p>Project calculation with conservative assumptions is 36%</p>
<p>Action 2.2 - Achieve 40% <u>green roof</u> coverage for new construction in MainStreet Project Area and 10% <del>green roof</del> <u>green roof</u> coverage for new construction for areas outside of Mainstreet (high albedo paint on roof).</p>	<p>A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.</p>	<p>A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.</p>

Action 5.1 - increase recycling throughout the City by 25% by 2014 and 50% by 2020	Although the site will have recycling as part of the business function, additional educational information will be displayed.	Although the site will have recycling as part of the business function, additional educational information will be displayed.
Action 5.3 - Require all construction and demolition debris to divert 75% of waste from landfills	Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.	Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.
Action 6.2 - Bicycle parking on site	Parking bicycles will be provided.	5 bicycle spaces will be provided.
Action 6.4 - Alternative vehicle parking	Site selection was related to public transportation, as bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical vehicle charging station.	The PCD has a bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. There will be 6 public electrical vehicle charging stations in the front of the additional site visible for the public use. <u>The charging stations will be phased in if and when demand warrants as demand increases.</u>

I. Analysis of Public Facilities

a. Roads - The property is located on the north side of Hillsboro Blvd. east of Lyons Road. The site has access from both east and west directions on Hillsboro Blvd. There is no vehicular access to the residential area (Hillsboro Pines) to the north. Phase III connects with the approved PCD on the NW corner of the site with an exit gate. The approved PCD will require amending the approved plan to eliminate three parking spaces to accomplish the total site circulation. **Exhibit J** depicts the Circulation Plan for the property. Access will be consistent with plat and FDOT requirements. **Exhibit K** contains the October 2016 FDOT Pre-Application approval.



Traffic generated by the proposed self-storage and pet lodge are minimal and generally not during peak hours. The proposed uses will generate less traffic than permitted by the B-3 commercial zoning. Any additional impacts will be assessed thru the plat note amendment based on the use restrictions. The proposed note modification on the plat will be a decrease in trips. A trip generation analysis was prepared addressing total daily trips expected from the additions and levels of service on Hillsboro Blvd. The traffic analysis of trip generation is illustrated on **Table V**.

**Table V**  
**Approved Trip Generation**

Leder Hillsboro  
Based on Site Plan prepared by Kenneth R. Carlson - Architect, P.A. (11/23/2016)

Trip Generation - Proposed Development

Daily	TE LUC	Units	Size	Daily Trip Generation Equation	Site Traffic	Site Traffic	
					vpd	Enter	Exit
					vpd	vpd	vpd
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.25 (X)	238	119	119
Pet Lodge	N/A	Kennel	134	T = 3.081 (X)	413	206	206
<b>Total Trips</b>					<b>650</b>	<b>325</b>	<b>325</b>

A.M. Peak Hour	TE LUC	Units	Size	AM Peak Hour Trip Generation Equation	Site Traffic	Site Traffic	
					vph	Enter	Exit
					vph	vph	vph
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	10	10
Pet Lodge	N/A	Kennel	134	T = 0.536 (X)	72	37	35
<b>Total Trips</b>					<b>91</b>	<b>46</b>	<b>44</b>

P.M. Peak Hour	TE LUC	Units	Size	PM Peak Hour Trip Generation Equation	Site Traffic	Site Traffic	
					vph	Enter	Exit
					vph	vph	vph
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	9	10
Pet Lodge	N/A	Kennel	134	T = 0.489 (X)	66	35	31
<b>Total Trips</b>					<b>85</b>	<b>44</b>	<b>40</b>

\* From Institute of Transportation Engineers "Trip Generation" Report, 9th Edition  
\*\* Based on traffic counts at similar facility (Table 1)

TABLE 1 Trip Generation Summary (Proposed Use) 4161 West Hillsboro Storage									
Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour			
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	
Mini Warehouse (LUC 151)	163,054 sf	236	15	9	6	24	11	13	
<b>External Trips</b>		236	15	9	6	24	11	13	

Source: ITE Trip Generation Manual (11th Edition)

**ITE Land Use Code 151 - Mini Warehouse / Self Storage**

Daily Trips T = 1.45 (X), X = 1,000 square feet  
AM Peak: T = 0.09 (X) (59% inbound and 41% outbound), X = 1,000 square feet  
PM Peak: T = 0.15 (X) (47% inbound and 53% outbound), X = 1,000 square feet

Based on the analysis the Level of Service (LOS) on Hillsboro Blvd. is operating at "C" on a daily basis and peak hour. Even if all the additional traffic were added to Hillsboro Blvd. east or west of the site, the LOS would not be impacted.

b. Water and Wastewater Service

The schematic Water and Sanitary Sewer Engineering Plan, **Exhibit L** indicates the preliminary points of connection for water and gravity sewer. Exact configuration, line sizes and service points will be determined during the site plan submittal stage. Anticipated water and wastewater generated by the project is shown of **Table VI**.

<b>Table VI: Water and Wastewater Generation Calculations</b>						
	<b>Approved PCD</b>			<b>Phase III</b>		
<b>Use</b>	<b>Level</b>	<b>Water</b>	<b>Wastewater</b>	<b>Level</b>	<b>Water</b>	<b>Wastewater</b>
Pet Lodge Admin	2,340 SF	0.2 gpd/SF= 468 GPD	0.14 gpd/SF= 328 GPD			
Self-Storage	113,640 SF	0.1gpd/SF= 11,364 GPD	0.1 gpd/SF= 11,364 GPD	163,054 SF	0.1 gpd/SF= 16,305GPD	0.1 gpd/SF= 16,305GPD
Existing Commercial	37,928 SF	0.2gpd/SF= 7,586 GPD	0.2gpd/SF= 7,586 GPD			

\*Based on rates in the 2007 Comprehensive Plan

\*\*Based on building square footage, not outdoor storage area

The determined water & wastewater impact fees shall be paid in full before the issuance of a building permit. In addition, all permits required from State/ County/ and other agencies regarding water, sewer and/ or stormwater shall be obtained before issuance of an Engineering Permit.

c. Drainage

The project lies within the Cocomar Water Control District and is therefore subject to all of the requirements of the master Cocomar drainage permit criteria. All development must provide pretreatment for the first ½” of runoff. The pretreatment of the first ½” of storm water runoff will be met by utilization of exfiltration trench systems and swales. The PCD pervious and impervious data is shown on Table VII.

**Table VII  
Pervious / Impervious  
Data**

**APPROVED PCD**

<b>Land Use Description</b>	<b>Sub-Area</b>	<b>Area</b>
Impervious Area		3.59 ac
	Building	1.12 ac

	Pavement	2.16 ac	
	Sidewalk	0.31 ac	
Pervious Area			2.37 ac
	Open Space	2.37 ac	
<b>Total Site Area</b>			<b>5.96 ac</b>

PHASE III

Land Use Description		Sub-Area	Area
Impervious Area			2.06 ac
	Building	.97 <u>ac</u>	
	Pavement	.95 ac	
	Sidewalk	.14 ac	
Pervious Area			.85 ac
	Open Space	.85 ac	
<b>Total Site Area</b>			<b>2.91 ac</b>

\*\*Based on building square footage, not outdoor storage area

COMBINED PCD

<u>Land Use Description</u>		<u>Sub-Area</u>	<u>Area</u>
<u>Impervious Area</u>			<u>5.65 ac</u>
	<u>Building</u>	<u>2.09 ac</u>	
	<u>Pavement</u>	<u>3.11 ac</u>	
	<u>Sidewalk</u>	<u>0.45 ac</u>	
<u>Pervious Area</u>		<u>3.22 ac</u>	<u>3.22 ac</u>
	<u>Open Space</u>	<u>5.65 ac</u>	
<b>Total Site Area</b>			<b>8.87 ac</b>

A detailed drainage plan will be provided as part of the site plan review in accordance with appropriate Municipal, County and State criteria. The proposed development will comply with all requirements of Broward County, Florida Department of Environmental Protection, South Florida Water Management District, City of Coconut Creek Code of Ordinances and Engineering Standards for all surface water management, drainage, and storm water pollution prevention plans. See **Exhibit M** for preliminary schematic storm water plan.

The City's requirements for water, wastewater, paving and drainage shall be met at time of Site Plan and Final Engineering reviews.

d. Solid Waste

The solid waste service provider for this project will be one recognized by the city to provide

services. PCD management will require all tenants to recycle and support city efforts to become a green city. The anticipated waste generated by this project are shown in **Table VIII**.

<b>Table VIII: Solid Waste Generation Calculations</b>						
	<b>Approved PCD</b>			<b>Phase III</b>		
<b>Use</b>	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>
Pet Lodge Administration	2,340	2lbs/100 SF/day	46.8			3,261
Self-Storage	113,640	2lbs/100 SF/day*	2,273	0	2lbs/100 SF/day*	3,091
Existing Commercial	37	4lbs/100 SF/day	1,517.1	163,054		

\*Rates based on adopted rates which do not accurately reflect use (Self-Storage only has 300 +/- office and self-storage generally does not generate the same rate as warehouse the closest category)

\*\*Based on building square footage, not outdoor storage area

e. Utilities

All utilities within the PCD including electric, cable, and telephone will be provided by underground means pursuant to Section 13-355(d)(7) of the City Code of Ordinances.

J. Fiscal Impact Analysis

Calculations on fiscal impact were based on 2020 information obtained from the Broward County Property Appraiser’s Office for the approved PCD and estimated fiscal impact for Phase III which was calculated and illustrated in Table IX.

<b>Table IX: Estimated PCD Fiscal Impact</b>			
<b>USE</b>	<b>Approved PCD</b>	<b>Phase III</b>	<b>Total PCD</b>
Pet Lodge	\$2,679,150		\$2,679,150
Self-Storage	\$12,483,520	\$11,058,527	23,542,047

Commercial	\$4,651,600		\$3,651,600
TOTAL	\$18,814,270	\$11,058,527	\$29,872,797

\*Additional tax based on millage rate of 6.5378 for 2022 is \$ 72,298

\*\*Based on Broward County Property Appraiser 2022 total land and building values.

\*\*\*Based on estimated construction cost of \$65/SF and self-storage land value of \$8.00/SF

There is no municipal cost for recreation facilities as this is a nonresidential development. Costs for providing associated water and sewer service to the development will be offset through developer fees and charges associated with the standard agreement and utility connection charges. All other municipal costs will be offset by projected revenues.

#### IV. Site Plan and Master Plan Procedures and Requirements

Development standards and specific uses shall be reviewed by the City ~~development Services Sustainable~~ Department and ~~approved~~ reviewed by the City Planning and Zoning Board as part of the site plan review process, and approved by the City Commission.

The procedures and requirements for the Site Plan approval are as follows:

1. Uses within the site plan shall conform to approved PCD uses.
2. All information required by Article III, Division 5, Site Plan Review requirements of the City Zoning regulations shall be provided.
3. A common architectural theme shall be incorporated and be consistent with elevations in the PCD as **Exhibit N.**

#### V. Dedications / Maintenance

Road Rights-of-Way and utility easements required by the City, County and other governmental agencies will be dedicated to the public if applicable during the platting or engineering approval process.

The perimeter buffer shown on Hillsboro Blvd. as well as other buffers will be the responsibility of the PCD under a unified control document for the property.

#### VI. Conclusion

The Leder PCD will facilitate development of a quality project on a major corridor that is consistent with the goals, objectives, and policies of the City land use plans. The PCD document specifies the procedure and standards which will be adhered to of development within the PCD.

# **Leder Hillsboro PCD**

**Planned Commerce District**

**City of Coconut Creek, FL**

**Commission Approved Ordinance - 12/14/17 - ORD. 2017-049**

**P&Z PHASE III APPROVED**

**CITY COMMISSION PHASE III**

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## I. INTRODUCTION

### A. Purpose and Intent

The City of Coconut Creek Land Development Code Section 13-355 provides regulation for establishing a Planned Commerce District (PCD). The intent of the district is to provide flexibility in the use and design of structures and property to provide comprehensively planned nonresidential development that is compatible with surroundings.

The purpose and intent of this document is to establish specific standards and procedures for the development of the subject property as a PCD. This PCD document was developed in accordance with the standards and procedures set forth in Section 13-355 of the City of Coconut Creek Land Development Code.

The Leder PCD was approved by Ordinance 2017-049 (**Exhibit O**) and it is the intent to add additional acres to the approved PCD as Phase III.

### B. Definitions

The definitions that pertain to the subject PCD are those contained in this document and in Section 13-255(b) of the City of Coconut Creek Land Development Code. If any conflict exists in the definitions contained herein and those contained in Section 13-355(b), the definitions contained herein shall prevail.

### C. Project Location and Data

The approved PCD was the location of the long-time veterinary clinic and boarding facility and now consists of a commercial building, Pet Lodge and Self-Storage facility No.1. The approved PCD is

5.96 acres and is adjacent to the Marketplace at Hillsboro shopping center to the west which is a PCD. See **Exhibit A** for a Location Map, and **Exhibit B** for Surveys of the approved PCD and Phase III. The Approved PCD property was platted as two different plats (Leder Hillsboro Company Limited – Part 1 and Leder Hillsboro Company Limited – Part II) which are included in **Exhibit C**. The plats through the years have had note amendments and Non- Vehicular Line Amendments to accommodate the existing uses. In 1996 by Ordinance NO. 179-96 flex was allocated for the approved PCD. Phase III to the PCD is 2.91 acres and was platted as Workingman’s Nursery Plat, see **Exhibit C**. Phase III will need a plat note amendment from 16,598 square feet of church use to 170,000 square feet of self-storage. This amendment will require allocation of 2.91 acres of flex acreage to permit the self-storage No. 2 and recreational vehicle storage.

The Approved PCD legal description is as follows:

All of Tract "A", Leder Hillsboro Company Limited – Part 1, according to the plat thereof, as recorded in Plat Book 125, Page 31, of the Public records of Broward County, Florida

Together with:

All of parcel "A", Leder Hillsboro Company Limited – Part 2, according to the plat thereof, as recorded in Plat Book 166, Page 43, of the Public records of Broward County, Florida.

The Phase III legal description is as follows:

All of "Parcel A", Workingman's Nursery, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida. Said Lands lying in the City of Coconut Creek, Broward County, Florida.

**D. Proposed Development**

The approved PCD currently contains a commercial building on the east side of the property, and a Pet Lodge and Self-Storage facility on the western side. The site has two access points on Hillsboro Blvd. with the eastern access having an east bound left turn lane. The property has cross access parking between the two plats and property to the east (Workingman's Nursery) with recorded access easements in the public records; (53516/122, 32117/1578 and 33516/147).

Phase III would be developed to coordinate with the approved existing commercial buildings on the west into a unified development. Table 1 indicates the approved and proposed uses, and **Exhibit D** illustrates the proposed Master Plan for the site.

<b>Table I: Approved PCD and Phase III</b>		
<b>Use</b>	<b>Approved PCD</b>	<b>Phase III</b>
Self-Storage	113,640 SF	163,054 GSF building 3,550 GSF canopy storage
Commercial	37,929 SF	N/A
Pet Lodge	30,460.93* SF	N/A

\* Includes 7,223.47 SF of kennel space

The development regulations in the PCD district require a parcel size of 10 contiguous acres. The applicant recognizes this requirement and should qualify as a PCD for the following reasons:

- ✓ Property is adjacent to the approved Hillsboro Marketplace PCD and this site would be a continuation of the same zoning district fulfilling the acreage requirement (25.12 acre total).
- ✓ The purpose of the PCD district is to promote non-residential development in comprehensive planning modules of uniform and coordinated development.
- ✓ Property will promote and enhance the goals, objectives, and policies of the City's Comprehensive Plan and the property will be under unified plan and control.
- ✓ The property will promote the City's Comprehensive Plan and PCD Ordinance which envisions enhancing and supporting quality non-residential development for the community.
- ✓ Project will support the visions of the Hillsboro Corridor by providing a meandering 10-foot sidewalk with lush landscaping the length of the frontage.

The use restriction note on the Workingman's Nursey Plat will need to be amended to reflect the proposed master development program. A pre-application approval from the Florida Department of Transportation (FDOT) for Phase III is provided see attached as Exhibit K.

The project has been designed to accommodate the vision of connectivity of neighborhoods and the Hillsboro corridor. The additional Hillsboro Blvd. frontage will help continue the vision of the corridor. The PCD has incorporated several design elements to accomplish the connectivity and has incorporated a pedestrian walkway that connects the Hillsboro Pines neighborhood to Hillsboro Blvd.

## **II. EXISTING CONDITIONS**

### **A. Natural Features**

The topography of the site is relatively flat due to development with elevations ranging from 16 to 18 feet above sea level. There are no wetlands, and the area is not a Local Area of Particular Concern or adjacent to a designated area. The property is not located within a Broward County Wellfield designated area and will comply with all County Wellfield Protection Ordinances.

### **B. Existing Conditions**

The approved PCD is currently developed with a commercial building on the east side of the site and a Pet Lodge and self-storage facility No.1 on the west side.

See **Exhibit E** for existing uses map. There is a wall on the north side of the approved PCD buffering the project from neighborhood to the north along NW 71 Street. There is an existing wall on Phase III that will be relocated to align with the existing wall. There is also a 6 foot

concrete wall on the property line adjacent to the residential on Phase III. There is parking surrounding the commercial building and along the Hillsboro frontage with a cross access easement running parallel to Hillsboro Blvd. and connecting to Phase III. The approved PCD has two driveways on Hillsboro Blvd and is served by a median opening on Hillsboro Blvd. See as-built survey **Exhibit B** for details on existing site.

### C. Future Land Use and Zoning

Future Land Use- Phase III is designated L 3 (Residential 3 DU/AC) on the City of Coconut Creek and Broward County Future Land Use Maps. **Exhibit F** depicts the land use plan designations on the property and surrounding area. The approved PCD was granted 5.596 acres of Flex in 1996 and it is the intent to request the allocation of 2.96 acres of commercial flex acreage to Phase III. A similar request was granted for the approved PCD.

Zoning- The approved PCD is zoned PCD and Phase III is zoned CF (Community Facility). **Exhibit G** depicts the zoning of the property and surrounding properties. It is the intent for Phase III zoning to permit self-storage and recreational vehicle storage as a special exception use. The approved PCD allowed self-storage uses in the B-3 zoning. The code has been subsequently modified to permit self-storage in the light industrial classification.

## III. PROJECT DEVELOPMENT

### A. Proposed Uses

The approved PCD uses are provided for in the B-3 Community Shopping District Master Business List. The approved Leder PCD contains commercial, a pet lodge and self-storage facility No.1, both of which require Special Land Use approval. The self-storage use is consistent with the City of Coconut Creek Comprehensive Plan Commercial Land Use category and is permitted if deemed appropriate by the City. Phase III proposes a new self-storage facility No.2, permitting recreational vehicle storage, which is also subject to Special Land Use approval and requires allocation of commercial acreage. Table II provides the development standards for the approved PCD and provides the standards for Phase III.

B. Development Standards

<b>TABLE II LEADER PCD DEVELOPMENT STANDARDS</b>					
<b>Standard</b>	<b>Phase II Required</b>	<b>Phase II Approved</b>	<b>Phase III Required</b>	<b>Phase III Approved</b>	<b>Phase III Alternative</b>
MIN. PCD Size Sec. 13-355(d)(2)	10 AC	5.96 AC	1 AC	2.91 total 8.87 AC	
MAX. Building Coverage Sec. 13-355 (d)(2)(a)(1)	40%	30.10%	40%	36.3%	
MIN. Distance Between Buildings Sec. 13-355 (d)(2)(a)(c)	10 ft per story	10 ft per story with exception of kennels	10 Feet/Story	10 Feet/Story	
MAX. Floor Area Ratio Sec. 13-355 (d)(2)(a)(d)	Per PCD	0.64	Per PCD	1.22 overall .88	
MIN. Setback Abutting Public Road Sec. 13-355 (d)(4)(a)	25 ft	50 ft rear 101 ft front	25 ft	Rear 52'-9" Front 101-9 Feet	
MIN. Setback next to PCD Boundary No Portion of Setback Used for Parking Sec. 13-355 (d)(4)(b)	25 ft	39 Ft adjacent self-storage on West side Existing building to remain	25 ft	25 Ft minimum on South and East 18'-3" on north	Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer. Building is 52'-9' setback.
Perimeter Landscape Setbacks Sec. 13-355 (d)(4)(e)	25 ft	25 ft		25 Ft minimum on south and east 18'-3" on north	Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer.
MIN. Open Space Sec. 13-355 (d)(4)(8)	20%	25.4%		29.3%	
MIN Distance Between Buildings and Parking Sec. 13-344 (c)(12) Sec. 13-443(7)(e)	10 ft (B-3)	- West parking adjacent to self-storage 10 ft landscape overhang - Existing building North side 10 ft including overhang - South side 9 ft including overhang - East side to remain	10 Ft	North end of building has 2'-11" landscape strip that will accommodate a green screen and small buffer. North end of building is under cover and not possible. Southeast end of the building is the entrance to the office and only has a sidewalk.	- Offset By Green Screens and increased buffer on East and front with materials above code requirements. Front of the building has 10 Ft except by office area. Southeast end of building has sidewalk against building and landscape buffer adjacent to roadway.

MAX. Building Height Sec. 13-344 ©(1)	36 ft	53 ft		53 Ft Top of Parapet	
Sec. 13-443(6) ROW landscape adjacent to residential	3 tiered layer		3 tiered layers	Small hedge on north ROW in front of wall.	Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping.
Sec-13-443(15)(5) ROW PCD buffer	3 tiered layer		3 tiered layers	Small hedge on north ROW in front of wall	Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping.

C. Open Space Requirement and Computation

In accordance with Section 13-355 (d)(8) of the PCD Ordinance a minimum of twenty (20) percent of the gross PCD area must be maintained as open space consisting of landscape areas, water bodies and preservation areas. The open space provided is calculated in Table IV and illustrated on **Exhibit H**. Exact computations will be provided on the site plan indicating compliance with the criteria.

Table III: Leder PCD Open Space Computation								
	Approved PCD			Phase III				Combined
Description	Acres	SQ FT.	%Coverage	Acres	SQ FT.	%Coverage	Combined	% SF
Project Area (Gross square feet Per Sec 13- 355(b)(2))	5.96	259,602	100%	2.91	126,976	100%	386,578	100%
Required Open Space Area (20% gross project)	1.19	51,920	20%	.582	25,395	20%	77,275	20%
Provided Open Space Area	1.49	65,160	25.4%	.85	37,207	29.2%	102,367	26%

D. Landscape Standards

The applicant recognizes the importance of adequate landscaping and has created specific landscape standards and requirements to modify certain standards to allow for flexibility in design. Specifically, the applicant proposes the following modifications to the City’s landscape standards:

- Fifteen feet wide landscape strip along the west property line abuts the shopping center property line. The wall separating the two properties is set off 4.5 feet from the property line which increases the total amount of functional landscape on the west side providing a total of 19.5 feet. The City has requested a pedestrian path connecting the Hillsboro Pines neighborhood to Hillsboro Blvd. To accomplish the creation of a path at an opening in the rear wall has been created with a pedestrian path connecting to Hillsboro Blvd.
- The existing commercial building in Phase II has a 10 feet landscape strip with abutting parking. The PCD code requires a 25 feet setback on the perimeter which cannot include parking. This criteria cannot be accommodated due to the existing conditions. With addition of Phase III 25 ft. buffer no longer required. To enhance the Hillsboro Corridor vision the 10-foot sidewalk is meandering with landscaping to create an enhanced pedestrian experience. As a result, a sidewalk easement will be granted to the city for portions outside of the right-of-way.



- The 10 Ft. landscape strip adjacent to the building and parking in phase III is modified to provide alternative areas and include a green screen on portions of the building.
- 3 layers of landscape along the ROW buffer on the north not possible due to the alignment of the wall and drive aisle to the east in Phase 1. Additional landscape including aquatic plants in the east buffer to enhance overall sustainability were added to offset requirement.

The Leder PCD will maintain the same landscape standards as the city code except where noted in PCD standards. **Exhibit I** provides an illustration of the major landscape buffer on Hillsboro Blvd. The buffer also incorporates a portion of the 10-foot sidewalk. Installation of landscape improvements and compliance with landscape standards shall be approved by the City at the time of site plan review.

Trees shall not be located in utility easements and landscape shall not obstruct drivers' sight at intersections.

#### E. Parking, Loading, Paving and Access Standards

Pursuant to City Land Development Code Section 13-355(d)(5), except where otherwise noted herein, all off-street parking and loading areas within the project shall comply with Section 13-399 including, but not limited to Section 13-398 and the American with Disabilities Act (ADA) for all disabled parking spaces.

Parking around the existing commercial build does not meet current code requirements due to space size and vehicle overhang encroachment into landscape strip/buffers. The PCD proposes existing parking spaces and new parking surrounding the existing building to reflect the reduced standards.

The access drives are 24ft wide with the two exceptions; 1) West driveway is 20 ft from the portion adjacent to the Pet Lodge and 2) One way drive between Pet Lodge and existing buildings which are 16 ft width a mountable curb adding an additional 4 ft.

The approved PCD Pet Lodge has a 12' x 55' combination loading zone and pet drop off in front, and the self-storage facility No.1 has four loading spaces. All loading zones have 15 ft clearance. All access drives are a minimum of 24 feet in width. The Phase III self-storage facility No.2 is designed with two security gates; one at the NW corner, which is exit only. To accomplish the full circulation of Phase III, several parking spaces were removed in the approved PCD shown in **Exhibit J**.

In the approved PCD due to the unique uses and design of the project, the West access drive exceeds the maximum length. The PCD includes a textured paver approximately midway to compensate for the length. The uses in the approved PCD, with the exception of the commercial building, are not identified in the parking requirements of Section 13-401(b). The Pet Lodge has unique characteristics and the rate utilized in the PCD is derived from experiences in similar local facilities. The self-storage facility No.2 also utilized previously utilized rates. Table V indicates the PCD parking rates for the uses. Exact calculations will be permitted as part of the site plan approval process.

<b>Table IV: Leder PCD Parking Requirements</b>	
<b>Use</b>	<b>Rate</b>
Self-storage	1 space per 5,000 SF
Office	1 per 300 SF
Pet Lodging	1 per 2000 SF
Pet Lodging Admin.	1 per 300 SF
Pet Drop-off	3 spaces
Existing Commercial	1 per 300 10'x18' (with 2' overhang)
Parking Size	10'x20'
Handicapped	12'x20'
Loading	4 spaces- self storage (12'x55' with 15' clearance)

Access to the site is currently by two driveways connected internally by a cross access easement that also provides a connection to the adjacent property on the east. The east access has a turn lane and is lined up with a median opening on Hillsboro Blvd. In October 2016 the applicant met with FDOT to modify the driveway connection on the west end. FDOT approved the concept with the requirement for a turn lane/bus combination and provisions for a bike lane. As a result of the pre-approval the applicant is submitting a NVAL plat request to accommodate the proposed access identified on the site plan. The design to accommodate the NVAL will require dedication of Right-of-Way on Hillsboro Blvd.

All pavement, including but not limited to drive lanes, parking stalls, turn lanes, entrances, and roadways, etc. shall be designed and constructed in accordance with City details, Engineering Division Standards and Policies, Code of Ordinances, and specifications; FDOT Roadways and Traffic Design Standards, Broward County Traffic Engineering Division; Manual of Uniform Traffic Control Devices and all other applicable regulatory agencies and standards.

All access ways connecting to the public Right-of-Way shall comply with FDOT Roadway and Traffic Design Standards Index 546.

#### F. Signage and Lighting Standards

All signage and lighting on the property shall comply with the City's Code and be addressed as part of building permitting. The PCD will utilize Section 13-477 Designer Signs and prepare a Uniform Sign Plan. Plan will contain two monument signs, one for the existing commercial phase 1 and one sign for the Pet Lodge and Self-Storage. Phase III will also have signage that will coordinate with existing approved signage and will be submitted separately.

G. Easements

Utility easements shall not contain permanent improvements. All utilities on site will be underground.

H. Green Building

In accordance with Section 13-320 of the City’s code, which recognizes that green building construction improves the efficiency with which buildings and their properties utilize energy, water, and materials reducing development impacts on the environment and the city, all new development or redevelopment applications shall address the green building components detailed in Section 13-320(b) at time of development application submittal.

Exact details on each building will be included in the site plan submittal. The following are the basic components which will be included.

<b>Green Building (Section 13-320)</b>	
<b>APPROVED PCD</b>	<b>PHASE III</b>
<b>a. Sustainable Site Development</b>	
1. Construction Pollution Prevention	
i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air borndust	i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air borndust
2. Construction Site Materials Recycling	
ii. Utilizing construction waste management practices 75% of the project’s construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste	ii. Utilizing construction waste management practices 75% of the project’s construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste
3. Stormwater Management	
iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.	iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.
4. Alternative Transportation	
iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical charging station.	iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. There will be 6 public electrical charging stations conveniently located in Phase III

<b>5. Minimizing Heat Island Effect</b>	
v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.	v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.
<b>b. Water Efficiency</b>	
1. Innovation Water Technologies	
i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)	i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)
2. Water Efficient Landscape	
ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept	ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept
<b>c. Energy Efficiency</b>	
1. Minimum Energy Performance	
i. Building will be designed to meet the 2014 Florida Building Code and Florida energy code which is 20% above the national baseline	i. Building will be designed to meet the current Florida Building Code.
2. On-site Renewable Energy	
ii. EV charging station	ii. 6 EV charging stations. The charging stations will be phased if and when demand warrants.
<b>d. Indoor Environmental Quality</b>	
1. Indoor Air Quality	
i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality	i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality
<b>e. Materials and Recycling</b>	
1. Recycling of Demolished Waste	
i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.	i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.

2. Storage and Collection of Recyclables Post-Occupancy	
i. On-site collection and storage of recyclables will be provided	i. On-site collection Based Storage Building #1 tenants are not allowed to leave anything behind which eliminates recycling at this facility also.
3. Building Reuse	
i. No Building Reuse	i. No Building Reuse possible.
4. Regional Materials	
i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.	i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.

<b>13-320(b)(3)</b>	<b>Approved PCD</b>	<b>Phase III</b>
Acknowledgements to maintain the green building components for the life of the building	Owner agrees to maintain the building components for the life of the building	Owner agrees to maintain the building components for the life of the building
Action 1.6 - Ensure 100% if new development projects throughout the City contain conspicuous displays of green technology that function in the project design while providing a social, artistic, and environmental value.	Vertical green walls are incorporated into the Pet Lodge Site Wall design. They make a dramatic statement and create a welcoming environment for employees, clients, and visitors. Creates habitats for birds and beneficial insects, increasing biodiversity. Additionally, Eco-friendly cleaning products will be used in the Pet Lodge and Storage Facility. Solar benches are also part of the site amenities.	The applicant has created natural habitat for plants, birds and beneficial insects adjacent to the walkway on Hillsboro and by FDOT natural area on the southeast front of the site. Phase III also provides 6 public EV charging stations visible from Hillsboro Blvd. The charging stations will be phased in if and when demand warrants.
Action 2.1 – Achieve 40% tree canopy coverage throughout the city with maximum tree coverage on public and private land by 2020	Project meets or exceed tree canopy criteria for site adding to project target	Project calculation with conservative assumptions is 36%
Action 2.2 - Achieve 40% green roof coverage for new construction in MainStreet Project Area and 10% green roof coverage for new construction for areas outside of Mainstreet (high albedo paint on roof).	A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.	A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.
Action 5.1 - increase recycling throughout the City by 25% by 2014 and 50% by 2020	Although the site will have recycling as part of the business function, additional educational information will be displayed.	Although the site will have recycling as part of the business function, additional educational information will be displayed.
Action 5.3 - Require all construction and demolition debris to divert 75% of waste from landfills	Utilizing construction waste management practices, the project will divert 75-80% of construction wasted based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.	Utilizing construction waste management practices, the project will divert 75-80% of construction wasted based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.
Action 6.2 - Bicycle parking on site	Parking bicycles will be provided.	5 bicycle spaces will be provided.

Action 6.4 - Alternative vehicle parking	Site selection was related to public transportation, as bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical vehicle charging station.	The PCD has a bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. There will be 6 public electrical vehicle charging stations in the front of the additional site visible for the public use. The charging stations will be phased in if and when demand warrants.
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I. Analysis of Public Facilities

a. Roads - The property is located on the north side of Hillsboro Blvd. east of Lyons Road. The site has access from both east and west directions on Hillsboro Blvd. There is no vehicular access to the residential area (Hillsboro Pines) to the north. Phase III connects with the approved PCD on the NW corner of the site with an exit gate. The approved PCD will require amending the approved plan to eliminate three parking spaces to accomplish the total site circulation. **Exhibit J** depicts the Circulation Plan for the property. Access will be consistent with plat and FDOT requirements. **Exhibit K** contains the October 2016 FDOT Pre-Application approval.



Traffic generated by the proposed self-storage and pet lodge are minimal and generally not during peak hours. The proposed uses will generate less traffic than permitted by the B-3 commercial zoning. Any additional impacts will be assessed thru the plat note amendment based on the use restrictions. The proposed note modification on the plat will be a decrease in trips. A trip generation analysis was prepared addressing total daily trips expected from the additions and levels of service on Hillsboro Blvd. The traffic analysis of trip generation is illustrated on **Table V.**

**Table V**  
**Approved Trip Generation**

**Leder Hillsboro**  
Based on Site Plan prepared by Kenneth R. Carlson - Architect, P.A. (11/23/2016)

**Trip Generation - Proposed Development**

Daily	ITE LUC	Units	Size	Daily Trip Generation Equation	Site Traffic vpd	Site Traffic vpd	
						Enter	Exit
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.25 (X)	238	119	119
Pet Lodge	N/A	Kennel	134	T = 3.081 (X)	413	206	206
<b>Total Trips</b>					<b>650</b>	<b>325</b>	<b>325</b>

A.M. Peak Hour	ITE LUC	Units	Size	AM Peak Hour Trip Generation Equation	Site Traffic vph	Site Traffic vph	
						Enter	Exit
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	10	10
Pet Lodge	N/A	Kennel	134	T = 0.536 (X)	72	37	35
<b>Total Trips</b>					<b>91</b>	<b>46</b>	<b>44</b>

P.M. Peak Hour	ITE LUC	Units	Size	PM Peak Hour Trip Generation Equation	Site Traffic vph	Site Traffic vph	
						Enter	Exit
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	9	10
Pet Lodge	N/A	Kennel	134	T = 0.489 (X)	66	35	31
<b>Total Trips</b>					<b>85</b>	<b>44</b>	<b>40</b>

\* From Institute of Transportation Engineers "Trip Generation" Report, 9th Edition  
\*\* Based on traffic counts at similar facility (Table 1)

TABLE 1 Trip Generation Summary (Proposed Use) 4161 West Hillsboro Storage								
Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Mini Warehouse (LUC 151)	163,054 sf	236	15	9	6	24	11	13
<b>External Trips</b>		<b>236</b>	<b>15</b>	<b>9</b>	<b>6</b>	<b>24</b>	<b>11</b>	<b>13</b>

Source: ITE Trip Generation Manual (11th Edition)

**ITE Land Use Code 151 - Mini Warehouse / Self Storage**

Daily Trips T = 1.45 (X), X = 1,000 square feet  
AM Peak: T = 0.09 (X) (59% inbound and 41% outbound), X = 1,000 square feet  
PM Peak: T = 0.15 (X) (47% inbound and 53% outbound), X = 1,000 square feet

Based on the analysis the Level of Service (LOS) on Hillsboro Blvd. is operating at "C" on a daily basis and peak hour. Even if all the additional traffic were added to Hillsboro Blvd. east or west of the site, the LOS would not be impacted.

b. Water and Wastewater Service

The schematic Water and Sanitary Sewer Engineering Plan, **Exhibit L** indicates the preliminary points of connection for water and gravity sewer. Exact configuration, line sizes and service points will be determined during the site plan submittal stage. Anticipated water and wastewater generated by the project is shown of **Table VI**.

<b>Table VI: Water and Wastewater Generation Calculations</b>						
	<b>Approved PCD</b>			<b>Phase III</b>		
<b>Use</b>	<b>Level</b>	<b>Water</b>	<b>Wastewater</b>	<b>Level</b>	<b>Water</b>	<b>Wastewater</b>
Pet Lodge Admin	2,340 SF	0.2 gpd/SF= 468 GPD	0.14 gpd/SF= 328 GPD			
Self-Storage	113,640 SF	0.1gpd/SF= 11,364 GPD	0.1 gpd/SF= 11,364 GPD	163,054 SF	0.1 gpd/SF= 16,305GDP	0.1 gpd/SF= 16,305GDP
Existing Commercial	37,928 SF	0.2gpd/SF= 7,586 GPD	0.2gpd/SF= 7,586 GPD			

\*Based on rates in the 2007 Comprehensive Plan

\*\*Based on building square footage, not outdoor storage area

The determined water & wastewater impact fees shall be paid in full before the issuance of a building permit. In addition, all permits required from State/ County/ and other agencies regarding water, sewer and/ or stormwater shall be obtained before issuance of an Engineering Permit.

c. Drainage

The project lies within the Cocomar Water Control District and is therefore subject to all of the requirements of the master Cocomar drainage permit criteria. All development must provide pretreatment for the first ½” of runoff. The pretreatment of the first ½” of storm water runoff will be met by utilization of exfiltration trench systems and swales. The PCD pervious and impervious data is shown on Table VII.

**Table VII  
Pervious / Impervious Data**

APPROVED PCD

Land Use Description		Sub-Area	Area
Impervious Area			3.59 ac
	Building	1.12 ac	
	Pavement	2.16 ac	
	Sidewalk	0.31 ac	
Pervious Area			2.37 ac
	Open Space	2.37 ac	
<b>Total Site Area</b>			<b>5.96 ac</b>

PHASE III

Land Use Description		Sub-Area	Area
Impervious Area			2.06 ac
	Building	.97 ac	
	Pavement	.95 ac	
	Sidewalk	.14 ac	
Pervious Area			.85 ac
	Open Space	.85 ac	
<b>Total Site Area</b>			<b>2.91 ac</b>

COMBINED PCD

Land Use Description		Sub-Area	Area
Impervious Area			5.65 ac
	Building	2.09 ac	
	Pavement	3.11 ac	
	Sidewalk	0.45 ac	
Pervious Area		3.22 ac	3.22 ac
	Open Space	5.65 ac	
<b>Total Site Area</b>			<b>8.87 ac</b>

A detailed drainage plan will be provided as part of the site plan review in accordance with appropriate Municipal, County and State criteria. The proposed development will comply with all requirements of Broward County, Florida Department of Environmental Protection, South Florida Water Management District, City of Coconut Creek Code of Ordinances and Engineering Standards for all surface water management, drainage, and storm water pollution prevention plans. See **Exhibit M** for preliminary schematic storm water plan.

The City’s requirements for water, wastewater, paving and drainage shall be met at time of Site Plan and Final Engineering reviews.

**d. Solid Waste**

The solid waste service provider for this project will be one recognized by the city to provide services. PCD management will require all tenants to recycle and support city efforts to become a green city. The anticipated waste generated by this project are shown in **Table VIII**.

<b>Table VIII: Solid Waste Generation Calculations</b>						
<b>Use</b>	<b>Approved PCD</b>			<b>Phase III</b>		
	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>
Pet Lodge Administration	2,340	2lbs/100 SF/day	46.8			3,261
Self-Storage	113,640	2lbs/100 SF/day*	2,273	0	2lbs/100 SF/day*	3,091
Existing Commercial	37	4lbs/100 SF/day	1,517.1	163,054		

\*Rates based on adopted rates which do not accurately reflect use (Self-Storage only has 300 +/- office and self-storage generally does not generate the same rate as warehouse the closest category)

\*\*Based on building square footage, not outdoor storage area

**e. Utilities**

All utilities within the PCD including electric, cable, and telephone will be provided by underground means pursuant to Section 13-355(d)(7) of the City Code of Ordinances.

**J. Fiscal Impact Analysis**

Calculations on fiscal impact were based on 2020 information obtained from the Broward County Property Appraiser’s Office for the approved PCD and estimated fiscal impact for Phase III which was calculated and illustrated in Table IX.

<b>Table IX: Estimated PCD Fiscal Impact</b>			
<b>USE</b>	<b>Approved PCD</b>	<b>Phase III</b>	<b>Total PCD</b>
Pet Lodge	\$2,679,150		\$2,679,150
Self-Storage	\$12,483,520	\$11,058,527	23,542,047
Commercial	\$4,651,600		\$3,651,600
<b>TOTAL</b>	<b>\$18,814,270</b>	<b>\$11,058,527</b>	<b>\$29,872,797</b>

\*Additional tax based on millage rate of 6.5378 for 2022 is \$ 72,298

\*\*Based on Broward County Property Appraiser 2022 total land and building values.

\*\*\*Based on estimated construction cost of \$65/SF and self-storage land value of \$8.00/SF

There is no municipal cost for recreation facilities as this is a nonresidential development. Costs for providing associated water and sewer service to the development will be offset through developer fees and charges associated with the standard agreement and utility connection charges. All other municipal costs will be offset by projected revenues.

#### **IV. Site Plan and Master Plan Procedures and Requirements**

Development standards and specific uses shall be reviewed by the City Sustainable Department and reviewed by the City Planning and Zoning Board as part of the site plan review process, and approved by the City Commission.

The procedures and requirements for the Site Plan approval are as follows:

1. Uses within the site plan shall conform to approved PCD uses.
2. All information required by Article III, Division 5, Site Plan Review requirements of the City Zoning regulations shall be provided.
3. A common architectural theme shall be incorporated and be consistent with elevations in the PCD as **Exhibit N**.

**V. Dedications / Maintenance**

Road Rights-of-Way and utility easements required by the City, County and other governmental agencies will be dedicated to the public if applicable during the platting or engineering approval process.

The perimeter buffer shown on Hillsboro Blvd. as well as other buffers will be the responsibility of the PCD under a unified control document for the property.

**VI. Conclusion**

The Leder PCD will facilitate development of a quality project on a major corridor that is consistent with the goals, objectives, and policies of the City land use plans. The PCD document specifies the procedure and standards which will be adhered to of development within the PCD.

# **Leder Hillsboro PCD**

**Planned Commerce District**

**City of Coconut Creek, FL**

**Commission Approved Ordinance - 12/14/17 - ORD. 2017-049**

**P&Z PHASE III APPROVED**

**CITY COMMISSION PHASE III**

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## I. INTRODUCTION

### A. Purpose and Intent

The City of Coconut Creek Land Development Code Section 13-355 provides regulation for establishing a Planned Commerce District (PCD). The intent of the district is to provide flexibility in the use and design of structures and property to provide comprehensively planned nonresidential development that is compatible with surroundings.

The purpose and intent of this document is to establish specific standards and procedures for the development of the subject property as a PCD. This PCD document was developed in accordance with the standards and procedures set forth in Section 13-355 of the City of Coconut Creek Land Development Code.

The Leder PCD was approved by Ordinance 2017-049 (**Exhibit O**) and it is the intent to add additional acres to the approved PCD as Phase III.

### B. Definitions

The definitions that pertain to the subject PCD are those contained in this document and in Section 13-255(b) of the City of Coconut Creek Land Development Code. If any conflict exists in the definitions contained herein and those contained in Section 13-355(b), the definitions contained herein shall prevail.

### C. Project Location and Data

The approved PCD was the location of the long-time veterinary clinic and boarding facility and now consists of a commercial building, Pet Lodge and Self-Storage facility No.1. The approved PCD is

5.96 acres and is adjacent to the Marketplace at Hillsboro shopping center to the west which is a PCD. See **Exhibit A** for a Location Map, and **Exhibit B** for Surveys of the approved PCD and Phase III. The Approved PCD property was platted as two different plats (Leder Hillsboro Company Limited – Part 1 and Leder Hillsboro Company Limited – Part II) which are included in **Exhibit C**. The plats through the years have had note amendments and Non-Vehicular Line Amendments to accommodate the existing uses. In 1996 by Ordinance NO. 179-96 flex was allocated for the approved PCD. Phase III to the PCD is 2.91 acres and was platted as Workingman's Nursery Plat, see **Exhibit C**. Phase III will need a plat note amendment from 16,598 square feet of church use to 170,000 square feet of self-storage. This amendment will require allocation of 2.91 acres of flex acreage to permit the self-storage No. 2 and recreational vehicle storage.

The Approved PCD legal description is as follows:

All of Tract "A", Leder Hillsboro Company Limited – Part 1, according to the plat thereof, as recorded in Plat Book 125, Page 31, of the Public records of Broward County, Florida

Together with:

All of parcel "A", Leder Hillsboro Company Limited – Part 2, according to the plat thereof, as recorded in Plat Book 166, Page 43, of the Public records of Broward County, Florida.

The Phase III legal description is as follows:

All of "Parcel A", Workingman's Nursery, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida. Said Lands lying in the City of Coconut Creek, Broward County, Florida.

D. Proposed Development

The approved PCD currently contains a commercial building on the east side of the property, and a Pet Lodge and Self-Storage facility on the western side. The site has two access points on Hillsboro Blvd. with the eastern access having an east bound left turn lane. The property has cross access parking between the two plats and property to the east (Workingman's Nursery) with recorded access easements in the public records; (53516/122, 32117/1578 and 33516/147).

Phase III would be developed to coordinate with the approved existing commercial buildings on the west into a unified development. Table 1 indicates the approved and proposed uses, and **Exhibit D** illustrates the proposed Master Plan for the site.

<b>Table I: Approved PCD and Phase III</b>		
<b>Use</b>	<b>Approved PCD</b>	<b>Phase III</b>
Self-Storage	113,640 SF	163,054 GSF building 3,550 GSF canopy storage
Commercial	37,929 SF	N/A
Pet Lodge	30,460.93* SF	N/A

\* Includes 7,223.47 SF of kennel space

The development regulations in the PCD district require a parcel size of 10 contiguous acres. The applicant recognizes this requirement and should qualify as a PCD for the following reasons:

- ✓ Property is adjacent to the approved Hillsboro Marketplace PCD and this site would be a continuation of the same zoning district fulfilling the acreage requirement (25.12 acre total).
- ✓ The purpose of the PCD district is to promote non-residential development in comprehensive planning modules of uniform and coordinated development.
- ✓ Property will promote and enhance the goals, objectives, and policies of the City's Comprehensive Plan and the property will be under unified plan and control.
- ✓ The property will promote the City's Comprehensive Plan and PCD Ordinance which envisions enhancing and supporting quality non-residential development for the community.
- ✓ Project will support the visions of the Hillsboro Corridor by providing a meandering 10-foot sidewalk with lush landscaping the length of the frontage.

The use restriction note on the Workingman's Nursey Plat will need to be amended to reflect the proposed master development program. A pre-application approval from the Florida Department of Transportation (FDOT) for Phase III is provided see attached as Exhibit K.

The project has been designed to accommodate the vision of connectivity of neighborhoods and the Hillsboro corridor. The additional Hillsboro Blvd. frontage will help continue the vision of the corridor. The PCD has incorporated several design elements to accomplish the connectivity and has incorporated a pedestrian walkway that connects the Hillsboro Pines neighborhood to Hillsboro Blvd.

## II. EXISTING CONDITIONS

### A. Natural Features

The topography of the site is relatively flat due to development with elevations ranging from 16 to 18 feet above sea level. There are no wetlands, and the area is not a Local Area of Particular Concern or adjacent to a designated area. The property is not located within a Broward County Wellfield designated area and will comply with all County Wellfield Protection Ordinances.

### B. Existing Conditions

The approved PCD is currently developed with a commercial building on the east side of the site and a Pet Lodge and self-storage facility No.1 on the west side.

See **Exhibit E** for existing uses map. There is a wall on the north side of the approved PCD buffering the project from neighborhood to the north along NW 71 Street. There is an existing wall on Phase III that will be relocated to align with the existing wall. There is also a 6 foot concrete wall on the property line adjacent to the residential on Phase III. There is parking surrounding the commercial building and along the Hillsboro frontage with a cross access easement running parallel to Hillsboro Blvd. and connecting to Phase III. The approved PCD has two driveways on Hillsboro Blvd and is served by a median opening on Hillsboro Blvd. See as-built survey **Exhibit B** for details on existing site.

### C. Future Land Use and Zoning

Future Land Use- Phase III is designated L 3 (Residential 3 DU/AC) on the City of Coconut Creek and Broward County Future Land Use Maps. **Exhibit F** depicts the land use plan designations on the property and surrounding area. The approved PCD was granted 5.596 acres of Flex in 1996 and it is the intent to request the allocation of 2.96 acres of commercial flex acreage to Phase III. A similar request was granted for the approved PCD.

Zoning- The approved PCD is zoned PCD and Phase III is zoned CF (Community Facility). **Exhibit G** depicts the zoning of the property and surrounding properties. It is the intent for Phase III zoning to permit self-storage and recreational vehicle storage as a special exception use. The approved PCD allowed self-storage uses in the B-3 zoning. The code has been subsequently modified to permit self-storage in the light industrial classification.

## III. PROJECT DEVELOPMENT

### A. Proposed Uses

The approved PCD uses are provided for in the B-3 Community Shopping District Master Business List. The approved Leder PCD contains commercial, a pet lodge and self-storage facility No.1, both of which require Special Land Use approval. The self-storage use is consistent with the City of Coconut Creek Comprehensive Plan Commercial Land Use category and is permitted if deemed appropriate by the City. Phase III proposes a new self-storage facility No.2, permitting recreational vehicle storage, which is also subject to Special Land Use approval and requires allocation of commercial acreage. Table II provides the development standards for the approved PCD and provides the standards for Phase III.

B. Development Standards

TABLE II LEADER PCD DEVELOPMENT STANDARDS					
Standard	Phase II Required	Phase II Approved	Phase III Required	Phase III Approved	Phase III Alternative
MIN. PCD Size Sec. 13-355(d)(2)	10 AC	5.96 AC	1 AC	2.91 total 8.87 AC	
MAX. Building Coverage Sec. 13-355(d)(2)(a)(1)	40%	30.10%	40%	36.3%	
MIN. Distance Between Buildings Sec. 13-355(d)(2)(a)(c)	10 ft per story	10 ft per story with exception of kennels	10 Feet/Story	10 Feet/Story	
MAX. Floor Area Ratio Sec. 13-355(d)(2)(a)(d)	Per PCD	0.64	Per PCD	1.22 overall .88	
MIN. Setback Abutting Public Road Sec. 13-355(d)(4)(a)	25 ft	50 ft rear 101 ft front	25 ft	Rear 52'-9" Front 101-9 Feet	
MIN. Setback next to PCD Boundary No Portion of Setback Used for Parking Sec. 13-355(d)(4)(b)	25 ft	39 Ft adjacent self-storage on West side Existing building to remain	25 ft	25 Ft minimum on South and East 18'-3" on north	Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer. Building is 52'-9' setback.
Perimeter Landscape Setbacks Sec. 13-355(d)(4)(e)	25 ft	25 ft		25 Ft minimum on south and east 18'-3" on north	Alignment of the drive aisle to the east reduced the dimension. Offset by increased buffer on other areas and incorporating aquatic plant for a more sustainable project in another buffer.
MIN. Open Space Sec. 13-355(d)(4)(8)	20%	25.4%		29.3%	
MIN Distance Between Buildings and Parking Sec. 13-344(c)(12) Sec. 13-443(7)(e)	10 ft (B-3)	- West parking adjacent to self-storage 10 ft landscape overhang - Existing building North side 10 ft including overhang - South side 9 ft including overhang - East side to remain	10 Ft	North end of building has 2'-11" landscape strip that will accommodate a green screen and small buffer. North end of building is under cover and not possible. Southeast end of the building is the entrance to the office and only has a sidewalk.	- Offset By Green Screens and increased buffer on East and front with materials above code requirements. Front of the building has 10 Ft except by office area. Southeast end of building has sidewalk against building and landscape buffer adjacent to roadway.
MAX. Building Height Sec. 13-344 ©(1)	36 ft	53 ft		53 Ft Top of Parapet	
Sec. 13-443(6) ROW landscape adjacent to residential	3 tiered layer		3 tiered layers	Small hedge on north ROW in front of wall.	Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping.
Sec-13-443(15)(5) ROW PCD buffer	3 tiered layer		3 tiered layers	Small hedge on north ROW in front of wall	Due to alignment of wall and drive aisle additional landscape is not possible. Enhanced buffer on south side of wall with trees and landscaping.

### C. Open Space Requirement and Computation

In accordance with Section 13-355 (d)(8) of the PCD Ordinance a minimum of twenty (20) percent of the gross PCD area must be maintained as open space consisting of landscape areas, water bodies and preservation areas. The open space provided is calculated in Table IV and illustrated on **Exhibit H**. Exact computations will be provided on the site plan indicating compliance with the criteria.

<b>Table III: Leder PCD Open Space Computation</b>								
	<b>Approved PCD</b>			<b>Phase III</b>				<b>Combined</b>
<b>Description</b>	<b>Acres</b>	<b>SQ FT.</b>	<b>%Coverage</b>	<b>Acres</b>	<b>SQ FT.</b>	<b>%Coverage</b>	<b>Combined</b>	<b>% SF</b>
Project Area (Gross square feet Per Sec 13- 355(b)(2))	5.96	259,602	100%	2.91	126,976	100%	386,578	100%
Required Open Space Area (20% gross project)	1.19	51,920	20%	.582	25,395	20%	77,275	20%
Provided Open Space Area	1.49	65,160	25.4%	.85	37,207	29.2%	102,367	26%

### D. Landscape Standards

The applicant recognizes the importance of adequate landscaping and has created specific landscape standards and requirements to modify certain standards to allow for flexibility in design. Specifically, the applicant proposes the following modifications to the City's landscape standards:

- Fifteen feet wide landscape strip along the west property line abuts the shopping center property line. The wall separating the two properties is set off 4.5 feet from the property line which increases the total amount of functional landscape on the west side providing a total of 19.5 feet. The City has requested a pedestrian path connecting the Hillsboro Pines neighborhood to Hillsboro Blvd. To accomplish the creation of a path at an opening in the rear wall has been created with a pedestrian path connecting to Hillsboro Blvd.
- The existing commercial building in Phase II has a 10 feet landscape strip with abutting parking. The PCD code requires a 25 feet setback on the perimeter which cannot include parking. This criteria cannot be accommodated due to the existing conditions. With addition of Phase III 25 ft. buffer no longer required. To enhance the Hillsboro Corridor vision the 10-foot sidewalk is meandering with landscaping to create an enhanced pedestrian experience. As a result, a sidewalk easement will be granted to the city for portions outside of the right-of-way.



- The 10 Ft. landscape strip adjacent to the building and parking in phase III is modified to provide alternative areas and include a green screen on portions of the building.
- 3 layers of landscape along the ROW buffer on the north not possible due to the alignment of the wall and drive aisle to the east in Phase 1. Additional landscape including aquatic plants in the east buffer to enhance overall sustainability were added to offset requirement.

The Leder PCD will maintain the same landscape standards as the city code except where noted in PCD standards. **Exhibit I** provides an illustration of the major landscape buffer on Hillsboro Blvd. The buffer also incorporates a portion of the 10-foot sidewalk. Installation of landscape improvements and compliance with landscape standards shall be approved by the City at the time of site plan review.

Trees shall not be located in utility easements and landscape shall not obstruct drivers' sight at intersections.

#### E. Parking, Loading, Paving and Access Standards

Pursuant to City Land Development Code Section 13-355(d)(5), except where otherwise noted herein, all off-street parking and loading areas within the project shall comply with Section 13-399 including, but not limited to Section 13-398 and the American with Disabilities Act (ADA) for all disabled parking spaces.

Parking around the existing commercial build does not meet current code requirements due to space size and vehicle overhang encroachment into landscape strip/buffers. The PCD proposes existing parking spaces and new parking surrounding the existing building to reflect the reduced standards.

The access drives are 24ft wide with the two exceptions; 1) West driveway is 20 ft from the portion adjacent to the Pet Lodge and 2) One way drive between Pet Lodge and existing buildings which are 16 ft width a mountable curb adding an additional 4 ft.

The approved PCD Pet Lodge has a 12' x 55' combination loading zone and pet drop off in front, and the self-storage facility No.1 has four loading spaces. All loading zones have 15 ft clearance. All access drives are a minimum of 24 feet in width. The Phase III self-storage facility No.2 is designed with two security gates; one at the NW corner, which is exit only. To accomplish the full circulation of Phase III, several parking spaces were removed in the approved PCD shown in **Exhibit J**.

In the approved PCD due to the unique uses and design of the project, the West access drive exceeds the maximum length. The PCD includes a textured paver approximately midway to compensate for the length. The uses in the approved PCD, with the exception of the commercial building, are not identified in the parking requirements of Section 13-401(b). The Pet Lodge has unique characteristics and the rate utilized in the PCD is derived from experiences in similar local facilities. The self-storage facility No.2 also utilized previously utilized rates. Table V indicates the PCD parking rates for the uses. Exact calculations will be permitted as part of the site plan approval process.

<b>Table IV: Leder PCD Parking Requirements</b>	
<b>Use</b>	<b>Rate</b>
Self-storage	1 space per 5,000 SF
Office	1 per 300 SF
Pet Lodging	1 per 2000 SF
Pet Lodging Admin.	1 per 300 SF
Pet Drop-off	3 spaces
Existing Commercial	1 per 300 10'x18' (with 2' overhang)
Parking Size	10'x20'
Handicapped	12'x20'
Loading	4 spaces- self storage (12'x55' with 15' clearance)

Access to the site is currently by two driveways connected internally by a cross access easement that also provides a connection to the adjacent property on the east. The east access has a turn lane and is lined up with a median opening on Hillsboro Blvd. In October 2016 the applicant met with FDOT to modify the driveway connection on the west end. FDOT approved the concept with the requirement for a turn lane/bus combination and provisions for a bike lane. As a result of the pre-approval the applicant is submitting a NVAL plat request to accommodate the proposed access identified on the site plan. The design to accommodate the NVAL will require dedication of Right-of-Way on Hillsboro Blvd.

All pavement, including but not limited to drive lanes, parking stalls, turn lanes, entrances, and roadways, etc. shall be designed and constructed in accordance with City details, Engineering Division Standards and Policies, Code of Ordinances, and specifications; FDOT Roadways and Traffic Design Standards, Broward County Traffic Engineering Division; Manual of Uniform Traffic Control Devices and all other applicable regulatory agencies and standards.

All access ways connecting to the public Right-of-Way shall comply with FDOT Roadway and Traffic Design Standards Index 546.

#### F. Signage and Lighting Standards

All signage and lighting on the property shall comply with the City's Code and be addressed as part of building permitting. The PCD will utilize Section 13-477 Designer Signs and prepare a Uniform Sign Plan. Plan will contain two monument signs, one for the existing commercial phase 1 and one sign for the Pet Lodge and Self-Storage. Phase III will also have signage that will coordinate with existing approved signage and will be submitted separately.

G. Easements

Utility easements shall not contain permanent improvements. All utilities on site will be underground.

H. Green Building

In accordance with Section 13-320 of the City’s code, which recognizes that green building construction improves the efficiency with which buildings and their properties utilize energy, water, and materials reducing development impacts on the environment and the city, all new development or redevelopment applications shall address the green building components detailed in Section 13-320(b) at time of development application submittal.

Exact details on each building will be included in the site plan submittal. The following are the basic components which will be included.

<b>Green Building (Section 13-320)</b>	
<b>APPROVED PCD</b>	<b>PHASE III</b>
<b>a. Sustainable Site Development</b>	
1. Construction Pollution Prevention	
i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air born dust	i. An erosion and sedimentation control plan will be developed and implemented to control erosion and air born dust
2. Construction Site Materials Recycling	
ii. Utilizing construction waste management practices 75% of the project’s construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste	ii. Utilizing construction waste management practices 75% of the project’s construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste
3. Stormwater Management	
iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.	iii. Drainage system will incorporate a combination of swale and underground storage enhancing drainage sustainability.
4. Alternative Transportation	
iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical charging station.	iv. County bus stops and local shuttle service are located adjacent to the site. Short term bicycle storage is provided on site. There will be 6 public electrical charging stations conveniently located in Phase III

<b>5. Minimizing Heat Island Effect</b>	
v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.	v. A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.
<b>b. Water Efficiency</b>	
<b>1. Innovation Water Technologies</b>	
i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)	i. Toilets, urinals, private lavatory faucets and shower heads shall be water sense labeled and/or meet/exceed the USGBC baseline consumption values (water closet 1.6 GPF, lavatory faucets (restroom) 0.5 GPM, kitchen faucet 2.2 GPM, shower head 2.5 GPM)
<b>2. Water Efficient Landscape</b>	
ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept	ii. Reduction in outdoor water consumption through the selection of native plant species and xeriscaping design concept
<b>c. Energy Efficiency</b>	
<b>1. Minimum Energy Performance</b>	
i. Building will be designed to meet the 2014 Florida Building Code and Florida energy code which is 20% above the national baseline	i. Building will be designed to meet the current Florida Building Code.
<b>2. On-site Renewable Energy</b>	
ii. EV charging station	ii. 6 EV charging stations. The charging stations will be phased if and when demand warrants.
<b>d. Indoor Environmental Quality</b>	
<b>1. Indoor Air Quality</b>	
i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality	i. Mechanically ventilated space will be designed to meet ASHREA interior paints and coatings, adhesives and sealants will be low or no voc. Standards 62.1-2004 - ventilation for acceptable indoor air quality
<b>e. Materials and Recycling</b>	
<b>1. Recycling of Demolished Waste</b>	
i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.	i. Utilizing construction waste management practices 75% of the project's construction waste will recover, reused, and recycled. A regional waste management hauler shall be hired to haul, separate, sort and document all construction waste.

2. Storage and Collection of Recyclables Post-Occupancy	
i. On-site collection and storage of recyclables will be provided	i. On-site collection Based Storage Building #1 tenants are not allowed to leave anything behind which eliminates recycling at this facility also.
3. Building Reuse	
i. No Building Reuse	i. No Building Reuse possible.
4. Regional Materials	
i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.	i. The building will incorporate a high level of regional and recycled content material. Due to the nature of tilt up construction, large amounts of concrete, steel rebar and metal decking waste will not be produced. Utilizing construction waste management practices, the project will divert 75-80% of construction waste based on weight most of which will be concrete. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.

13-320(b)(3)	Approved PCD	Phase III
Acknowledgements to maintain the green building components for the life of the building	Owner agrees to maintain the building components for the life of the building	Owner agrees to maintain the building components for the life of the building
Action 1.6 - Ensure 100% if new development projects throughout the City contain conspicuous displays of green technology that function in the project design while providing a social, artistic, and environmental value.	Vertical green walls are incorporated into the Pet Lodge Site Wall design. They make a dramatic statement and create a welcoming environment for employees, clients, and visitors. Creates habitats for birds and beneficial insects, increasing biodiversity. Additionally, Eco-friendly cleaning products will be used in the Pet Lodge and Storage Facility. Solar benches are also part of the site amenities.	The applicant has created natural habitat for plants, birds and beneficial insects adjacent to the walkway on Hillsboro and by FDOT natural area on the southeast front of the site. Phase III also provides 6 public EV charging stations visible from Hillsboro Blvd. The charging stations will be phased in if and when demand warrants.
Action 2.1 – Achieve 40% tree canopy coverage throughout the city with maximum tree coverage on public and private land by 2020	Project meets or exceed tree canopy criteria for site adding to project target	Project calculation with conservative assumptions is 36%
Action 2.2 - Achieve 40% green roof coverage for new construction in MainStreet Project Area and 10% green roof coverage for new construction for areas outside of Mainstreet (high albedo paint on roof).	A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.	A white TPO roofing membrane will be installed with a Solar Reflectance Index of 102 and Solar Reflectance of 0.81.
Action 5.1 - increase recycling throughout the City by 25% by 2014 and 50% by 2020	Although the site will have recycling as part of the business function, additional educational information will be displayed.	Although the site will have recycling as part of the business function, additional educational information will be displayed.
Action 5.3 - Require all construction and demolition debris to divert 75% of waste from landfills	Utilizing construction waste management practices, the project will divert 75-80% of construction wasted based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.	Utilizing construction waste management practices, the project will divert 75-80% of construction wasted based on weight, most of which will be concrete and metal. A regional waste management hauler will be hired to haul, separate, sort and document all construction waste.
Action 6.2 - Bicycle parking on site	Parking bicycles will be provided.	5 bicycle spaces will be provided.
Action 6.4 - Alternative vehicle parking	Site selection was related to public transportation, as bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. Additionally, signs will be provided on the site to provide premium parking spaces for carpooling and fuel-efficient vehicles as well as one electrical vehicle charging station.	The PCD has a bus stop located in front of the site, to promote alternative modes of transportation and increase mobility in the city. There will be 6 public electrical vehicle charging stations in the front of the additional site visible for the public use. The charging stations will be phased in if and when demand warrants.

I. Analysis of Public Facilities

a. Roads - The property is located on the north side of Hillsboro Blvd. east of Lyons Road. The site has access from both east and west directions on Hillsboro Blvd. There is no vehicular access to the residential area (Hillsboro Pines) to the north. Phase III connects with the approved PCD on the NW corner of the site with an exit gate. The approved PCD will require amending the approved plan to eliminate three parking spaces to accomplish the total site circulation. **Exhibit J** depicts the Circulation Plan for the property. Access will be consistent with plat and FDOT requirements. **Exhibit K** contains the October 2016 FDOT Pre-Application approval.

Traffic generated by the proposed self-storage and pet lodge are minimal and generally not during peak hours. The proposed uses will generate less traffic than permitted by the B-3 commercial zoning. Any additional impacts will be assessed thru the plat note amendment based on the use restrictions. The proposed note modification on the plat will be a decrease in trips. A trip generation analysis was prepared addressing total daily trips expected from the additions and levels of service on Hillsboro Blvd. The traffic analysis of trip generation is illustrated on **Table V**.

**Table V**  
**Approved Trip Generation**

**Leder Hillsboro**  
Based on Site Plan prepared by Kenneth R. Carlson - Architect, P.A. (11/23/2016)

**Trip Generation - Proposed Development**

Daily	TE LUC	Units	Size	Daily Trip Generation Equation	Site Traffic	Site Traffic	
					vpd	Enter	Exit
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.25 (X)	238	119	119
Pet Lodge	N/A	Kennel	134	T = 3.061 (X)	413	206	206
<b>Total Trips</b>					<b>650</b>	<b>325</b>	<b>325</b>

A.M. Peak Hour	TE LUC	Units	Size	A.M. Peak Hour Trip Generation Equation	Site Traffic	Site Traffic	
					vpd	vpd	vpd
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	10	10
Pet Lodge	N/A	Kennel	134	T = 0.536 (X)	72	37	35
<b>Total Trips</b>					<b>91</b>	<b>46</b>	<b>44</b>

P.M. Peak Hour	TE LUC	Units	Size	P.M. Peak Hour Trip Generation Equation	Site Traffic	Site Traffic	
					vpd	vpd	vpd
Mini Warehouse (Self Storage)*	151	Storage Unit	950	T = 0.02 (X)	19	9	10
Pet Lodge	N/A	Kennel	134	T = 0.489 (X)	66	35	31
<b>Total Trips</b>					<b>85</b>	<b>44</b>	<b>40</b>

\* From Institute of Transportation Engineers "Trip Generation" Report, 9th Edition  
 \*\* Based on traffic counts at similar facility (Table 1)

TABLE 1 Trip Generation Summary (Proposed Use) 4161 West Hillsboro Storage									
Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour			
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	
Mini Warehouse (LUC 151)	163,054 sf	236	15	9	6	24	11	13	
External Trips		236	15	9	6	24	11	13	

Source: ITE Trip Generation Manual (11th Edition)

ITE Land Use Code 151 - Mini Warehouse / Self Storage

Daily Trips T = 1.45 (X), X = 1,000 square feet

AM Peak: T = 0.09 (X) (59% inbound and 41% outbound), X = 1,000 square feet

PM Peak: T = 0.15 (X) (47% inbound and 53% outbound), X = 1,000 square feet

Based on the analysis the Level of Service (LOS) on Hillsboro Blvd. is operating at "C" on a daily basis and peak hour. Even if all the additional traffic were added to Hillsboro Blvd. east or west of the site, the LOS would not be impacted.

b. Water and Wastewater Service

The schematic Water and Sanitary Sewer Engineering Plan, **Exhibit L** indicates the preliminary points of connection for water and gravity sewer. Exact configuration, line sizes and service points will be determined during the site plan submittal stage. Anticipated water and wastewater generated by the project is shown of **Table VI**.

Table VI: Water and Wastewater Generation Calculations						
Use	Approved PCD			Phase III		
	Level	Water	Wastewater	Level	Water	Wastewater
Pet Lodge Admin	2,340 SF	0.2 gpd/SF= 468 GPD	0.14 gpd/SF= 328 GPD			
Self-Storage	113,640 SF	0.1gpd/SF= 11,364 GPD	0.1 gpd/SF= 11,364 GPD	163,054 SF	0.1 gpd/SF= 16,305GDP	0.1 gpd/SF= 16,305GDP
Existing Commercial	37,928 SF	0.2gpd/SF= 7,586 GPD	0.2gpd/SF= 7,586 GPD			

\*Based on rates in the 2007 Comprehensive Plan

\*\*Based on building square footage, not outdoor storage area



The determined water & wastewater impact fees shall be paid in full before the issuance of a building permit. In addition, all permits required from State/ County/ and other agencies regarding water, sewer and/ or stormwater shall be obtained before issuance of an Engineering Permit.

c. Drainage

The project lies within the Cocomar Water Control District and is therefore subject to all of the requirements of the master Cocomar drainage permit criteria. All development must provide pretreatment for the first ½” of runoff. The pretreatment of the first ½” of storm water runoff will be met by utilization of exfiltration trench systems and swales. The PCD pervious and impervious data is shown on Table VII.

**Table VII  
Pervious / Impervious Data**

APPROVED PCD

Land Use Description		Sub-Area	Area
Impervious Area			3.59 ac
	Building	1.12 ac	
	Pavement	2.16 ac	
	Sidewalk	0.31 ac	
Pervious Area			2.37 ac
	Open Space	2.37 ac	
<b>Total Site Area</b>			<b>5.96 ac</b>

PHASE III

Land Use Description		Sub-Area	Area
Impervious Area			2.06 ac
	Building	.97 ac	
	Pavement	.95 ac	
	Sidewalk	.14 ac	
Pervious Area			.85 ac
	Open Space	.85 ac	
<b>Total Site Area</b>			<b>2.91 ac</b>

COMBINED PCD

Land Use Description		Sub-Area	Area
Impervious Area			5.65 ac
	Building	2.09 ac	
	Pavement	3.11 ac	
	Sidewalk	0.45 ac	
Pervious Area		3.22 ac	3.22 ac
	Open Space	5.65 ac	
<b>Total Site Area</b>			<b>8.87 ac</b>

A detailed drainage plan will be provided as part of the site plan review in accordance with appropriate Municipal, County and State criteria. The proposed development will comply with all requirements of Broward County, Florida Department of Environmental Protection, South Florida Water Management District, City of Coconut Creek Code of Ordinances and Engineering Standards for all surface water management, drainage, and storm water pollution prevention plans. See **Exhibit M** for preliminary schematic storm water plan.

The City’s requirements for water, wastewater, paving and drainage shall be met at time of Site Plan and Final Engineering reviews.

d. Solid Waste

The solid waste service provider for this project will be one recognized by the city to provide services. PCD management will require all tenants to recycle and support city efforts to become a green city. The anticipated waste generated by this project are shown in **Table VIII**.

<b>Table VIII: Solid Waste Generation Calculations</b>						
	<b>Approved PCD</b>			<b>Phase III</b>		
<b>Use</b>	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>	<b>Level</b>	<b>Generation Rate</b>	<b>Lbs./day</b>
Pet Lodge Administration	2,340	2lbs/100 SF/day	46.8			3,261
Self-Storage	113,640	2lbs/100 SF/day*	2,273	0	2lbs/100 SF/day*	3,091
Existing Commercial	37	4lbs/100 SF/day	1,517.1	163,054		

\*Rates based on adopted rates which do not accurately reflect use (Self-Storage only has 300 +/- office and self-storage generally does not generate the same rate as warehouse the closest category)

\*\*Based on building square footage, not outdoor storage area

e. Utilities

All utilities within the PCD including electric, cable, and telephone will be provided by underground means pursuant to Section 13-355(d)(7) of the City Code of Ordinances.

J. Fiscal Impact Analysis

Calculations on fiscal impact were based on 2020 information obtained from the Broward County Property Appraiser’s Office for the approved PCD and estimated fiscal impact for Phase III which was calculated and illustrated in Table IX.

<b>Table IX: Estimated PCD Fiscal Impact</b>			
<b>USE</b>	<b>Approved PCD</b>	<b>Phase III</b>	<b>Total PCD</b>
Pet Lodge	\$2,679,150		\$2,679,150
Self-Storage	\$12,483,520	\$11,058,527	23,542,047
Commercial	\$4,651,600		\$3,651,600
<b>TOTAL</b>	<b>\$18,814,270</b>	<b>\$11,058,527</b>	<b>\$29,872,797</b>

\*Additional tax based on millage rate of 6.5378 for 2022 is \$ 72,298

\*\*Based on Broward County Property Appraiser 2022 total land and building values.

\*\*\*Based on estimated construction cost of \$65/SF and self-storage land value of \$8.00/SF

There is no municipal cost for recreation facilities as this is a nonresidential development. Costs for providing associated water and sewer service to the development will be offset through developer fees and charges associated with the standard agreement and utility connection charges. All other municipal costs will be offset by projected revenues.

#### **IV. Site Plan and Master Plan Procedures and Requirements**

Development standards and specific uses shall be reviewed by the City Sustainable Department and reviewed by the City Planning and Zoning Board as part of the site plan review process, and approved by the City Commission.

The procedures and requirements for the Site Plan approval are as follows:

1. Uses within the site plan shall conform to approved PCD uses.
2. All information required by Article III, Division 5, Site Plan Review requirements of the City Zoning regulations shall be provided.
3. A common architectural theme shall be incorporated and be consistent with elevations in the PCD as **Exhibit N**.

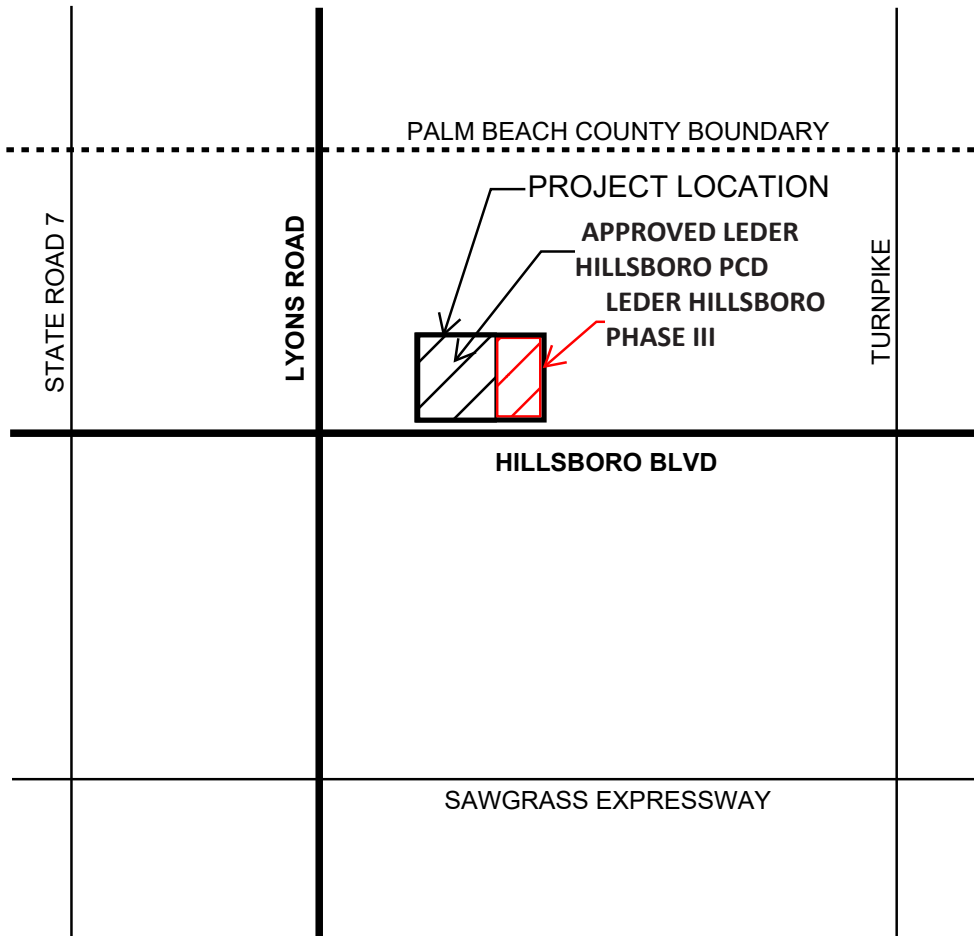
**V. Dedications / Maintenance**

Road Rights-of-Way and utility easements required by the City, County and other governmental agencies will be dedicated to the public if applicable during the platting or engineering approval process.

The perimeter buffer shown on Hillsboro Blvd. as well as other buffers will be the responsibility of the PCD under a unified control document for the property.

**VI. Conclusion**

The Leder PCD will facilitate development of a quality project on a major corridor that is consistent with the goals, objectives, and policies of the City land use plans. The PCD document specifies the procedure and standards which will be adhered to of development within the PCD.

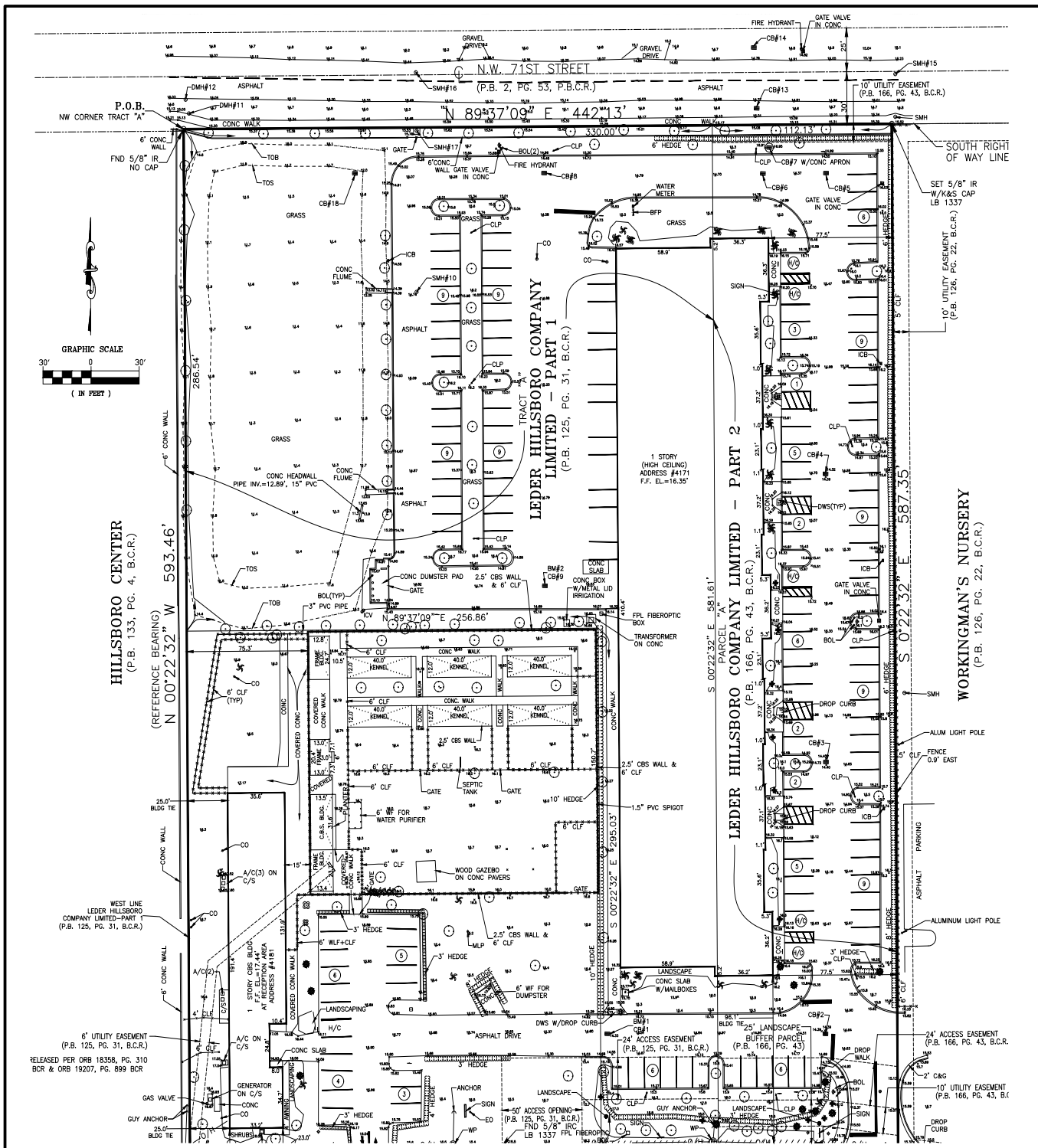


LEDER HILLSBORO PCD

LOCATION MAP


EXHIBIT A

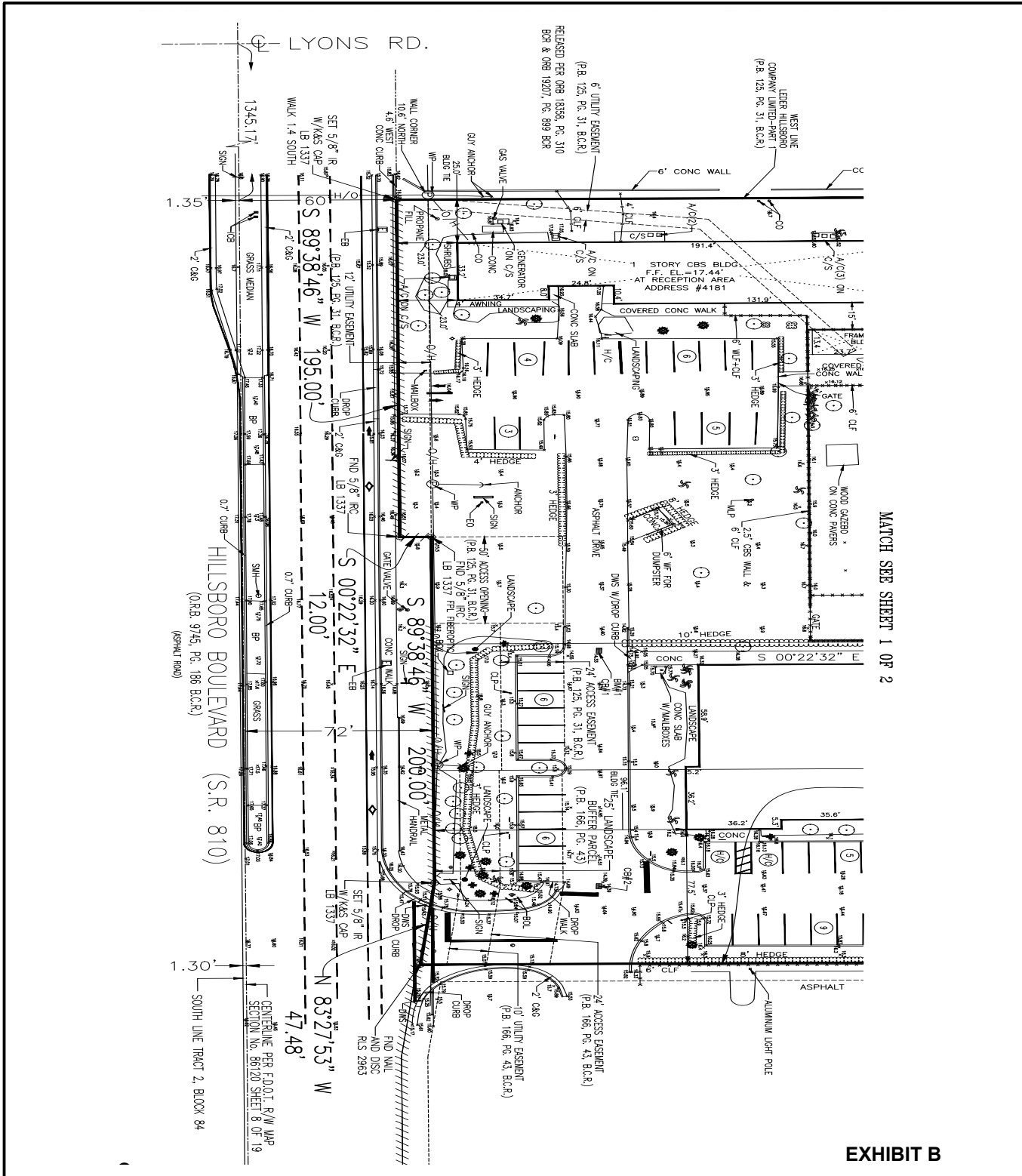




MATCH SEE SHEET 2 OF 2

EXHIBIT B

<p>LEPER HILLSBORO PCD</p>	<p>SURVEY AND LEGAL DESCRIPTION LEPER HILLSBORO APPROVED PCD</p>	<p>EXHIBIT B</p>
		<p><b>KEITH</b></p>



MATCH SEE SHEET 1 OF 2

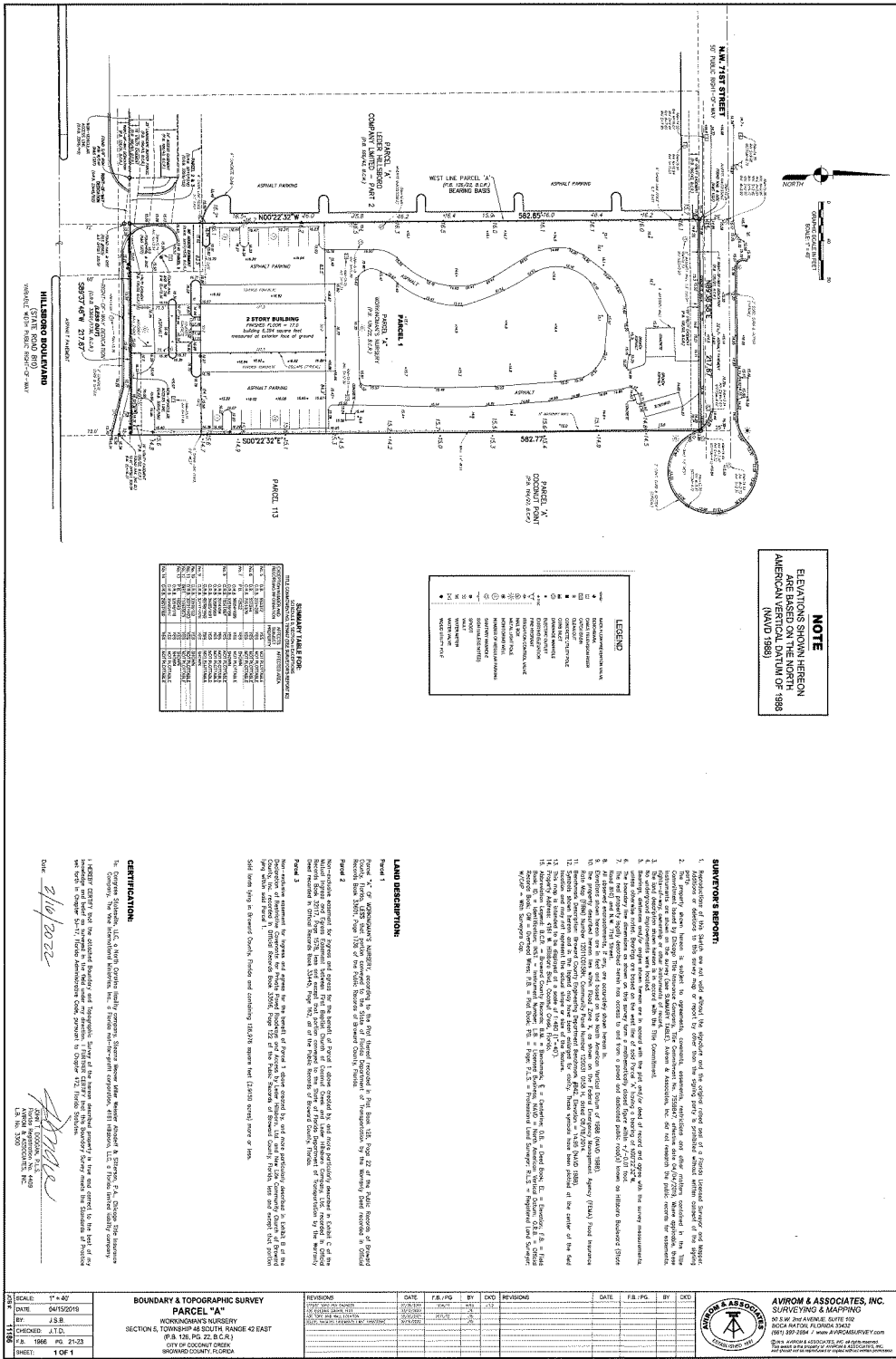
EXHIBIT B



EXHIBIT B

SURVEY AND LEGAL DESCRIPTION LEDER HILLSBORO APPROVED PCD

LEDER HILLSBORO PCD



LEDER HILLSBORO PCD

SURVEY AND  
LEGAL DESCRIPTION  
PHASE III

EXHIBIT B







# LEDER HILLSBORO COMPANY LIMITED - PART 2

BEING A REPLAT OF A PORTION OF TRACT 2, BLOCK 84  
"PALM BEACH FARMS COMPANY PLAT NO. 3 (P.B., 2, PG. 45-54) OF THE PUBLIC RECORDS OF PALM BEACH CO., FLA.  
IN SECTIONS 5, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF COCONUT CREEK, BROWARD CO., FLORIDA

PREPARED BY  
KEITH AND SOMMERS, P.A.  
ENGINEERS - PLANNERS - SURVEYORS  
FORT LAUDERDALE, FLORIDA 33309  
1934-176-06  
SEPTEMBER 1998  
LPROJECT519H3704T06L04H

### NOTICE

THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM, IS THE OFFICIAL RECORD OF THE SUBDIVISION LARGELY DESCRIBED HEREIN AND IS TO BE CONSIDERED THE SOURCE OF THE AUTHORITY OF ANY OTHER RECORDS OR INSTRUMENTS OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN HEREIN AND WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

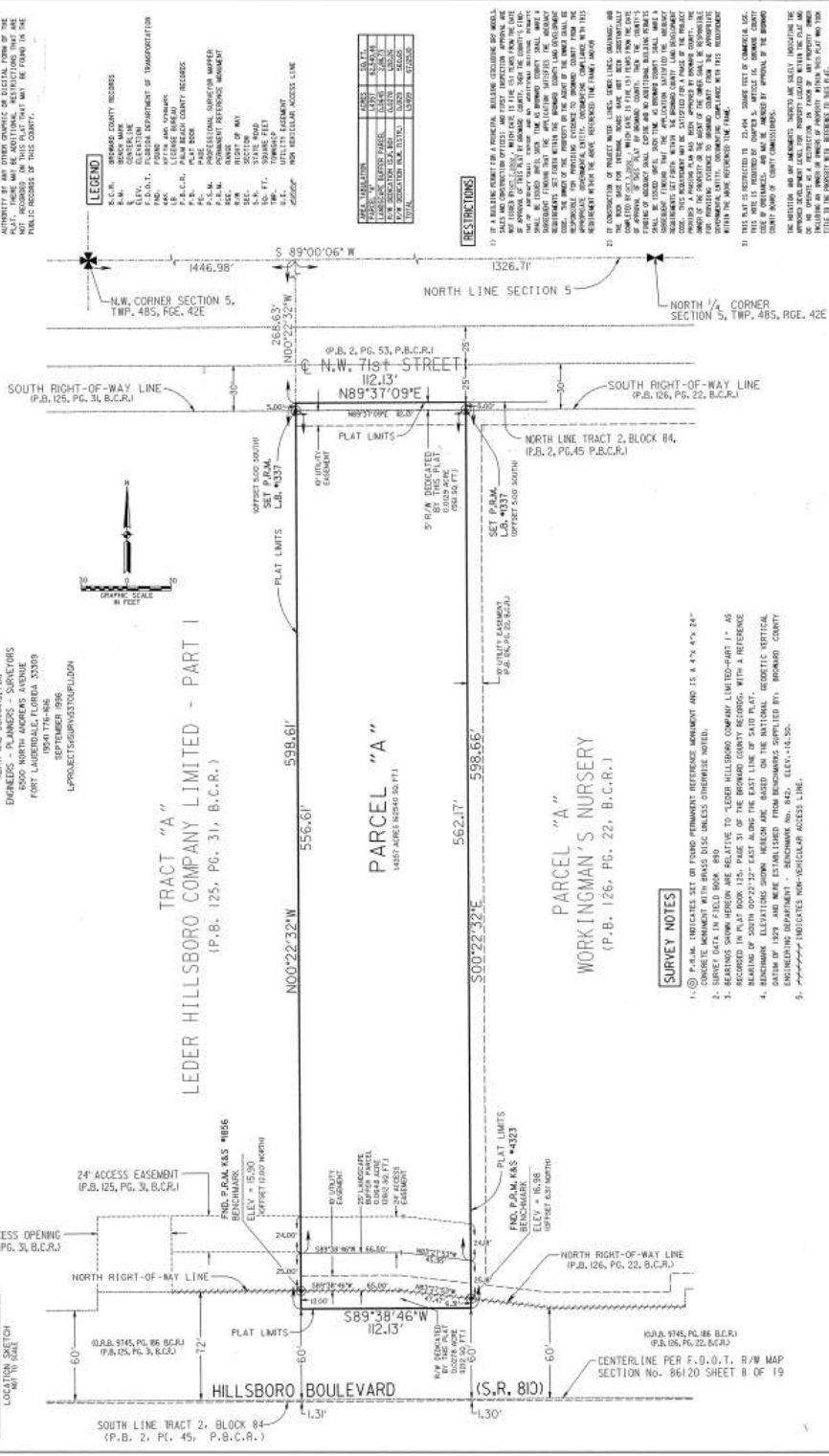
### LEGEND

S.C.R.	BROWARD COUNTY RECORDS
S.W.M.	SHOW MAP
ELEV.	ELEVATION
P.B.	PLAT BOOK
PAGE	PAGE
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.C.	PLAT BOOK
P.P.	PROPERTY PLAT
P.M.	PLAT MAP
P.S.M.	PLAT MAP SHEET
P.F.M.	PLAT MAP SHEET
SEC.	SECTION
TWP.	TOWNSHIP
RANGE	RANGE
0.00000	NON-VEHICULAR ACCESS LINE

AREA	102
PERCENT	0.0124
ACRES	0.0285
TOTAL	102

### RESTRICTIONS

- IF A BUILDING PERMIT FOR A PROJECT, INCLUDING INCLUDING EXISTING AND NEW CONSTRUCTION, AND/OR ANY OTHER INSPECTION APPROVAL ARE REQUIRED FOR THE PROJECT, THE PROJECTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY BEFORE ANY CONSTRUCTION BEGINS. THE PROJECTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY BEFORE ANY CONSTRUCTION BEGINS. THE PROJECTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY BEFORE ANY CONSTRUCTION BEGINS.
- IF CONSTRUCTION OF THE PROJECT IS DELAYED, THE PROJECTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY BEFORE ANY CONSTRUCTION BEGINS. THE PROJECTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY BEFORE ANY CONSTRUCTION BEGINS.



### SURVEY NOTES

- P.A.M. INDICATES SET OR FOUND PERMANENT REFERENCE MARKERS AND IS A 4" x 4" x 4" CONCRETE MARKER WITH BRASS DISC UNLESS OTHERWISE NOTED.
- SURVEY DATA IN FIELD BOOK 810 IS THE PROPERTY OF LEADER HILLSBORO COMPANY LIMITED (PART 1 - AS RECORDED IN PLAT BOOK 126, PAGE 31 OF THE BROWARD COUNTY RECORDS. WITH A REFERENCE BEARING OF SOUTH 00°22'32" EAST ALONG THE EAST LINE OF SAID PLAT.
- BENCHMARK ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (1988) WITH THE EXCEPTED BENCHMARKS SUPPLIED BY BROWARD COUNTY ENGINEERING DEPARTMENT, CANNONBALL ROAD, NORTH LAKELAND, FL 33414.
- \*\*\*\*\* INDICATES NON-VEHICULAR ACCESS LINE.

LEDER HILLSBORO PCD

LEDER HILLSBORO  
COMPANY LIMITED - PART 2  
PLAT

EXHIBIT C



AMENDED 33516/0156 AMENDED 36654/1899

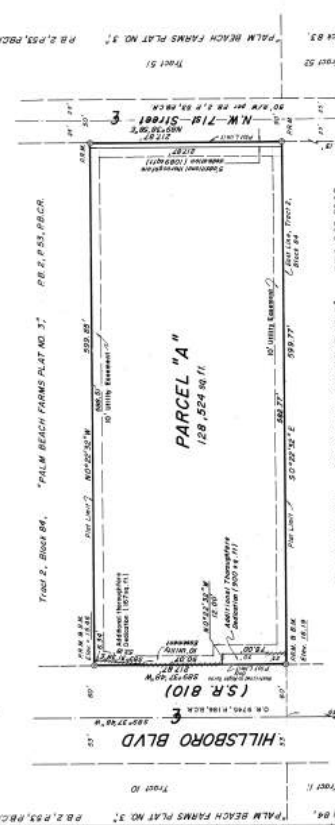
PI AT BOC 126 - AGI 22

DR BK 1320276421

**ACKNOWLEDGMENT**  
 I, ROBERT J. THOMPSON, Mayor of the City of Fort Lauderdale, County of Broward, State of Florida, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in the Office of the Clerk of the County of Broward, State of Florida, on this 23rd day of January, 1982.

**IN WITNESS WHEREOF**, we have set our hands and seals at the City of Fort Lauderdale, County of Broward, State of Florida, on this 23rd day of January, 1982.

Witness: Robert J. Thompson, Mayor  
Robert J. Thompson, Mayor  
Robert J. Thompson, Mayor



**CITY PLANNING AND ZONING BOARD**  
 This plat has been approved by the Planning and Zoning Board of the City of Coconut Creek, Florida, on this 23rd day of January, 1982.

**BROWARD COUNTY ENGINEERING DIVISION**  
 This plat has been approved for record by the Broward County Engineer, Robert J. Thompson, on this 23rd day of January, 1982.

**BROWARD COUNTY PLANNING COUNCIL**  
 This plat has been approved for record by the Broward County Planning Council, on this 23rd day of January, 1982.

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COURT RECORDS DIVISION - MINUTES SECTION**  
 This plat has been approved for record by the Broward County Finance and Administrative Services Department, Court Records Division, Minutes Section, on this 23rd day of January, 1982.

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COURT RECORDS DIVISION - RECORDING SECTION**  
 This plat has been approved for record by the Broward County Finance and Administrative Services Department, Court Records Division, Recording Section, on this 23rd day of January, 1982.

**NOTES**  
 1. This plat is a true and correct copy of the original as recorded in the Office of the Clerk of the County of Broward, State of Florida, on this 23rd day of January, 1982.

2. This plat is a true and correct copy of the original as recorded in the Office of the Clerk of the County of Broward, State of Florida, on this 23rd day of January, 1982.

3. This plat is a true and correct copy of the original as recorded in the Office of the Clerk of the County of Broward, State of Florida, on this 23rd day of January, 1982.

# WORKINGMAN'S NURSERY

BEING A RESUBDIVISION OF A PORTION OF TRACT 2, BLOCK 84,  
 PALM BEACH FARMS COMPANY PLAT NO. 3,  
 PLAT BOOK 2, PAGE 53, PALM BEACH COUNTY RECORDS,  
 SECTION 5, TOWNSHIP 48 SOUTH, RANGE 42 EAST,  
 CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

**STATE OF FLORIDA**  
 COUNTY OF BROWARD  
 I, ROBERT J. THOMPSON, Mayor of the City of Coconut Creek, Florida, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in the Office of the Clerk of the County of Broward, State of Florida, on this 23rd day of January, 1982.

**IN WITNESS WHEREOF**, we have set our hands and seals at the City of Coconut Creek, Florida, on this 23rd day of January, 1982.

Witness: Robert J. Thompson, Mayor  
Robert J. Thompson, Mayor  
Robert J. Thompson, Mayor

**CITY PLANNING AND ZONING BOARD**  
 This plat has been approved by the Planning and Zoning Board of the City of Coconut Creek, Florida, on this 23rd day of January, 1982.

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LEDER HILLSBORO PCD

WORKINGMANS NURSERY PLAT

EXHIBIT C





NW 71ST STREET

LEDER HILLSBORO PCD APPROVED

PHASE III

EXISTING  
SHOPPING  
CENTER

SELF STORAGE

COMMERCIAL

SELF  
STORAGE

CRESCENT  
CREEK

FDOT  
RETENTION

PET LODGE

HILLSBORO BLVD

LEDER HILLSBORO PCD

PCD MASTER PLAN

EXHIBIT D







NW 71ST STREET

LEDER HILLSBORO PCD APPROVED

PHASE III

EXISTING  
SHOPPING  
CENTER

SELF STORAGE

COMMERCIAL

CHURCH

CRESCENT  
CREEK

PET LODGE

FDOT  
RETENTION

HILLSBORO BLVD

LEDER HILLSBORO PCD

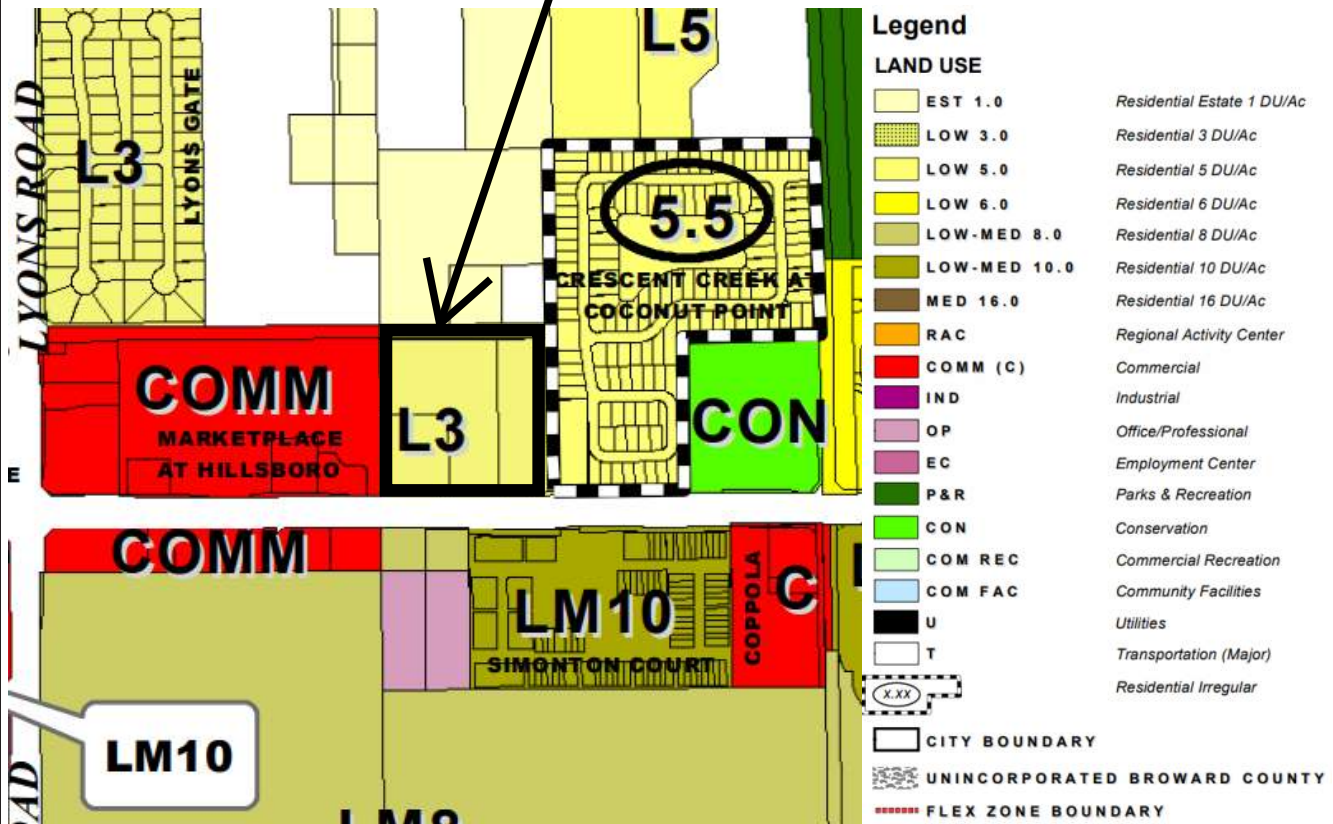
EXISTING LAND USE

EXHIBIT E





**SITE LOCATION**



LEDER HILLSBORO PCD

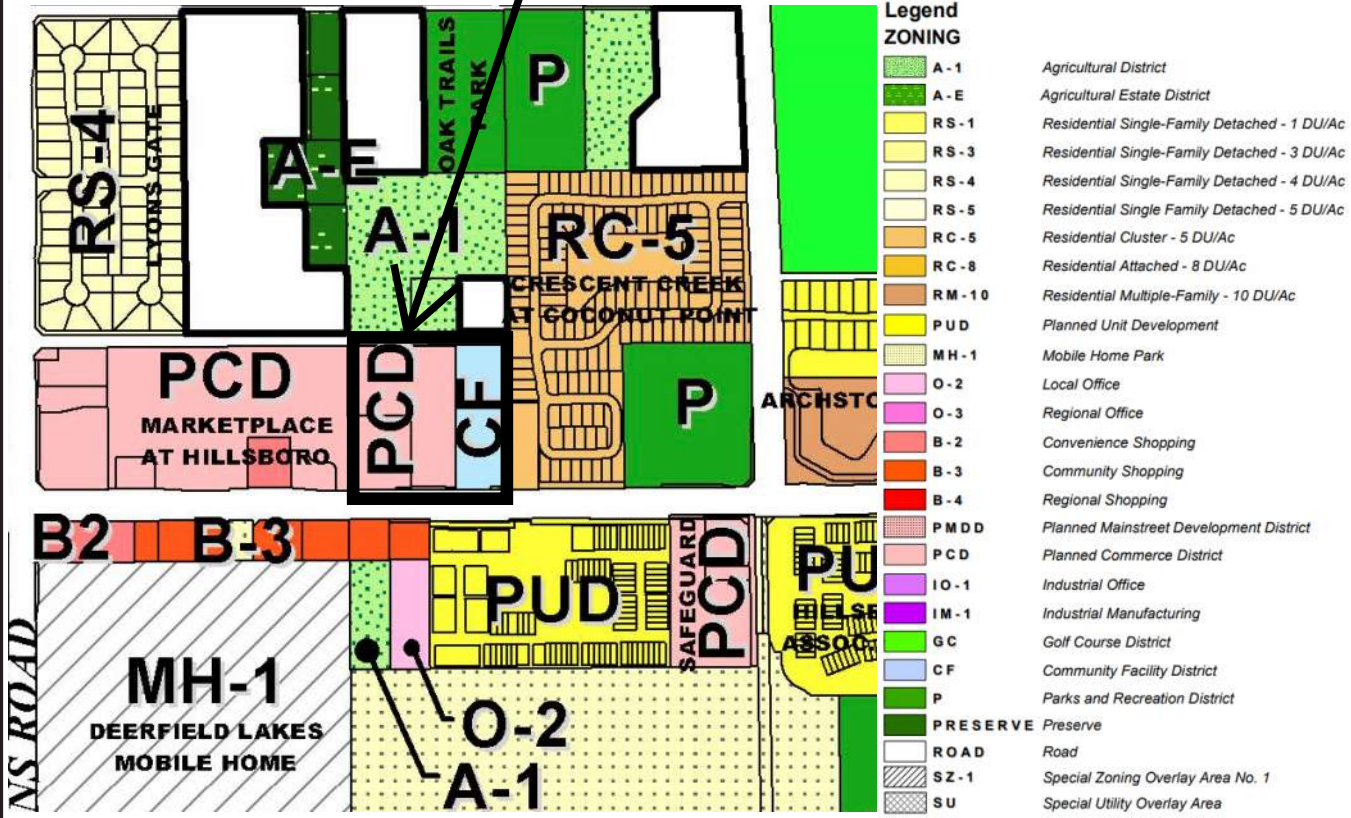
CITY OF COCONUT CREEK  
FUTURE LAND USE MAP

EXHIBIT F





**SITE LOCATION**



LEDER HILLSBORO PCD

CITY OF COCONUT CREEK  
EXISTING ZONING MAP

EXHIBIT G



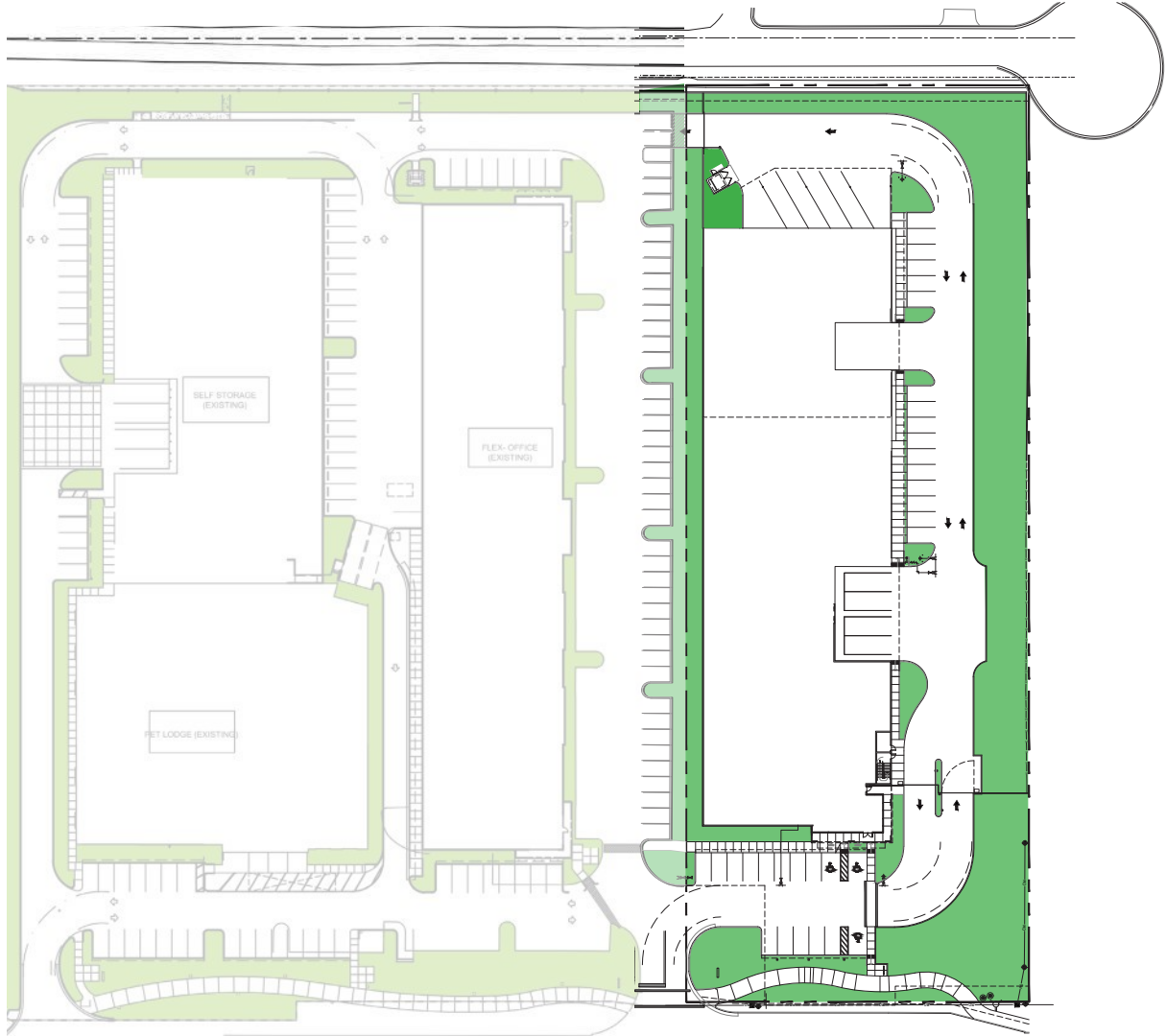
**Table VII**  
**Pervious / Impervious Data**

**APPROVED PCD**

Land Use Description	Sub-Area	Area
Impervious Area		3.59 ac
Building	1.12 ac	
Pavement	2.16 ac	
Sidewalk	0.31 ac	
Pervious Area		2.37 ac
Open Space	1.60 ac	
Retention Bank	0.27 ac	
Retention Bottom	0.50 ac	
<b>Total Site Area</b>		<b>5.96 ac</b>

**COMBINED PCD**

Land Use Description	Sub-Area	Area
Impervious Area		5.65 ac
Building	2.09 ac	
Pavement	3.11 ac	
Sidewalk	0.45 ac	
Pervious Area		3.22 ac
Open Space	5.65 ac	
<b>Total Site Area</b>		<b>8.87 ac</b>



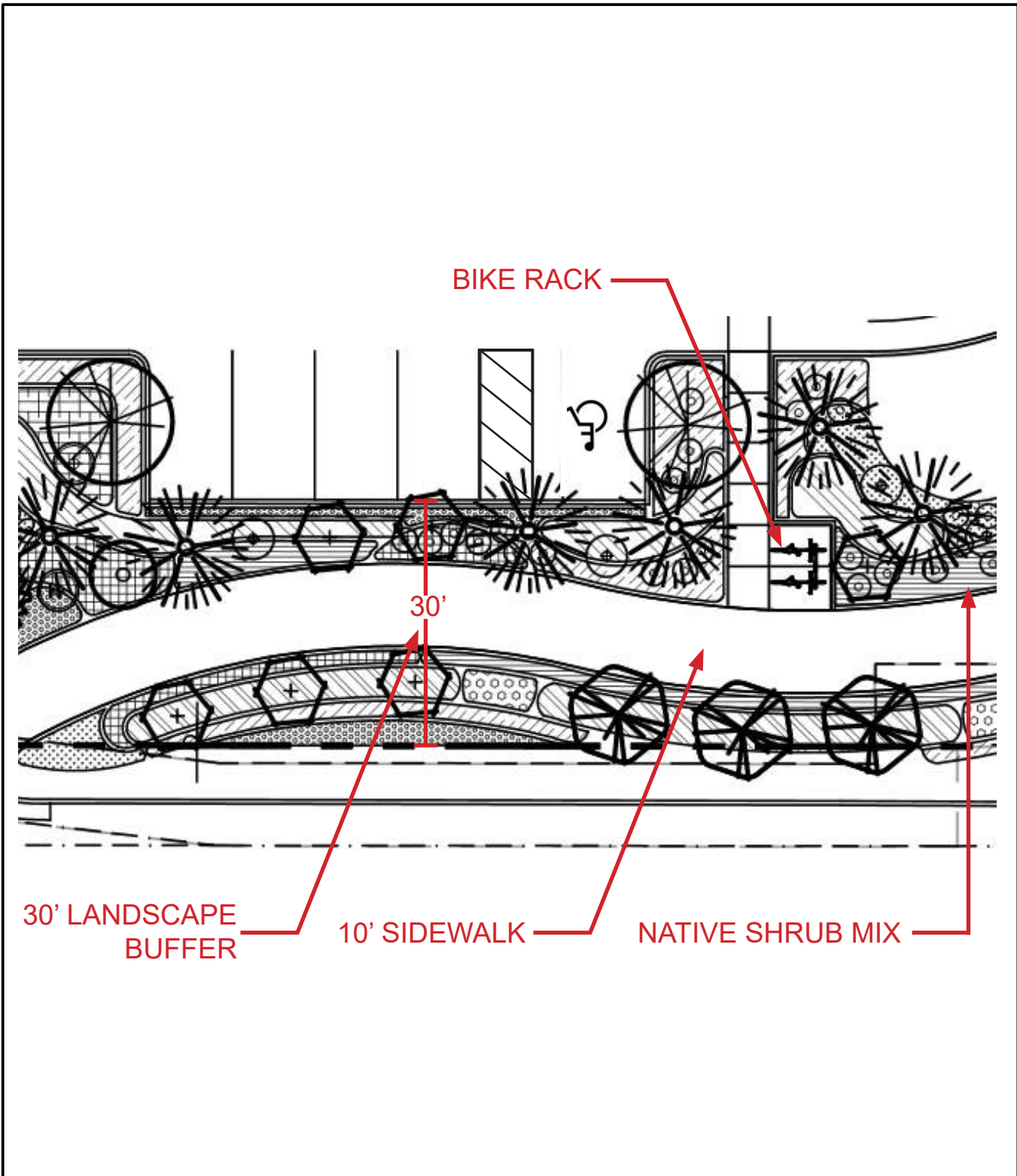
LEDER HILLSBORO PCD

OPEN SPACE PLAN

EXHIBIT H







30' LANDSCAPE  
BUFFER

10' SIDEWALK

NATIVE SHRUB MIX

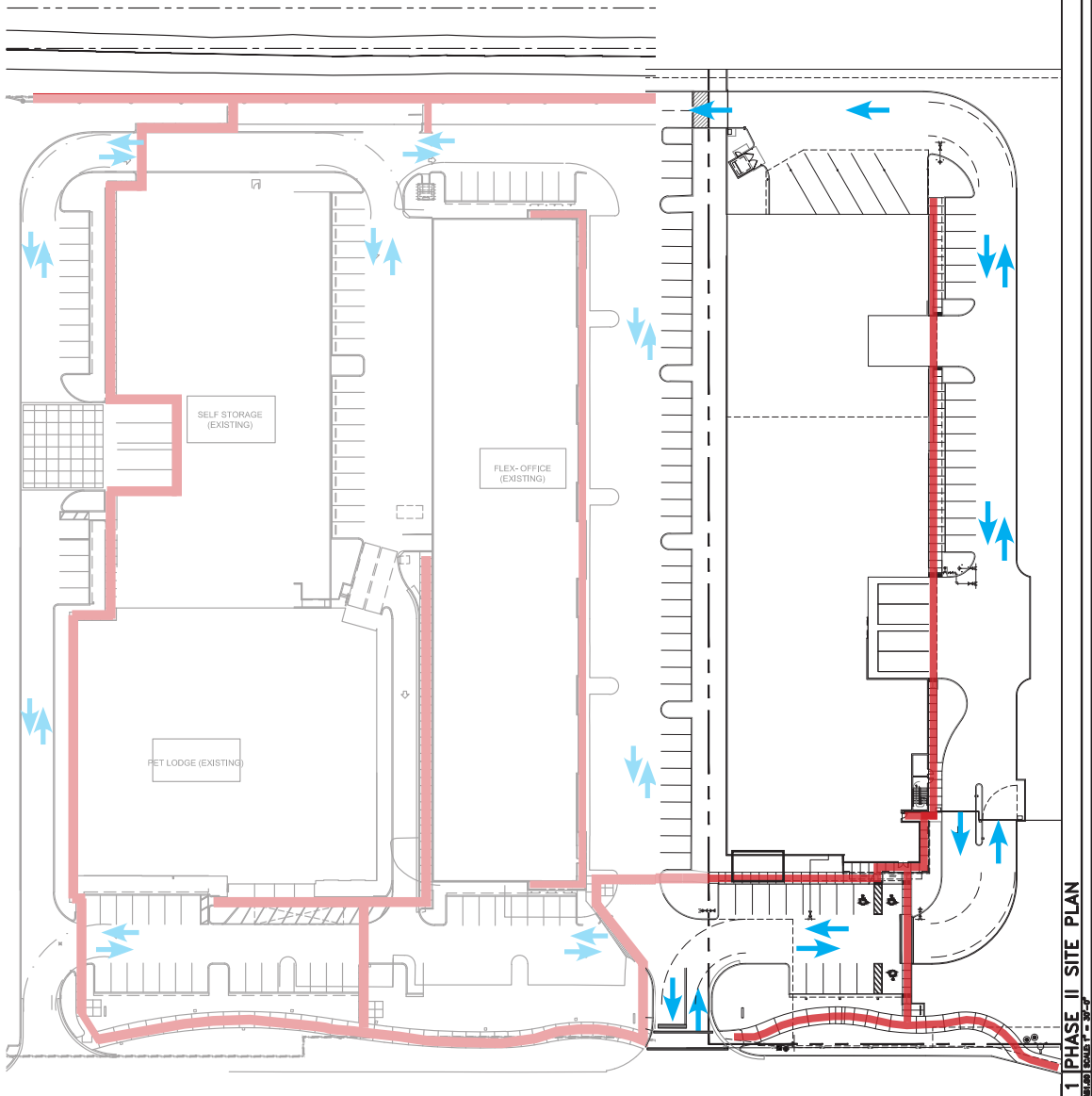
LEDER HILLSBORO PCD

HILLSBORO CORRIDOR  
TYPICAL LANDSCAPE  
BUFFER PLAN

EXHIBIT I



- Pedestrian
- Vehicular



1 PHASE II SITE PLAN  
DATE: 08/14/2024

LEDER HILLSBORO PCD

VEHICLE/ PEDESTRIAN  
CIRCULATION PLAN

EXHIBIT J





# Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

April 21, 2022\*\*\*

THIS PRE-APPLICATION LETTER IS VALID UNTIL – April 21, 2023  
**THIS LETTER IS NOT A PERMIT APPROVAL**

James Kahn  
KEITH  
301 E Atlantic Blvd.  
Pompano Beach, FL 330606

Dear James Kahn:

RE: Pre-application Review for **Category B Driveway**, Pre-application Meeting Date: **November 23, 2021**  
Broward County - Coconut Creek; SR 810; Sec. # 86120000; MP: 1.3; Access Class - 5;  
Posted Speed - 45; SIS - Influence Area; Ref. Project: FM 447679.1-Anson Sonnett-RESURFACING, FM 439891.5- Vanita Saini- ITS COMMUNICATION SYSTEM

**Request: Use existing joint-use full access on the north side of SR 810 adjacent to the west property line and existing right turn lane.**

**SITE SPECIFIC INFORMATION**

Project Name & Address: **Leder PCD Self Storage – 4161 Hillsboro Blvd. Coconut Creek FL**  
Property Owner: **4161 Hillsboro LLC**; Parcel Size: **2.90 Acres**  
Development Size: **170,000 SF Self Storage**

### WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

#### Conditions:

- A minimum driveway length of 50 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.
- If a gate is proposed, a minimum driveway length of 100 feet and a turnaround area before the gate are required.
- A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and shall provide space for a buffered bicycle lane.
- A recorded cross access agreement with the adjacent property to the west is required to be provided prior to the Permit approval.
- All roadway features shall be within FDOT right-of-way.

#### Comments:

- Letter revised on April 20, 2022 to update land use intensity.
- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: [D4AccessManagement@dot.state.fl.us](mailto:D4AccessManagement@dot.state.fl.us) with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Digitally signed by:  
Dalila Fernandez  
Date: 2022.04.21  
13:12:43 -04'00'

Dalila Fernandez, P.E.  
District Access Management Manager

cc: Jonathan Overton, P.E., Roger Lemieux

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-11-23\4. 86120000 MP 1.3 SR 810\_Leder PCD Self Storage\86120 MP 1.3 SR 810\_Leder PCD Self Storage\_Rev.docx

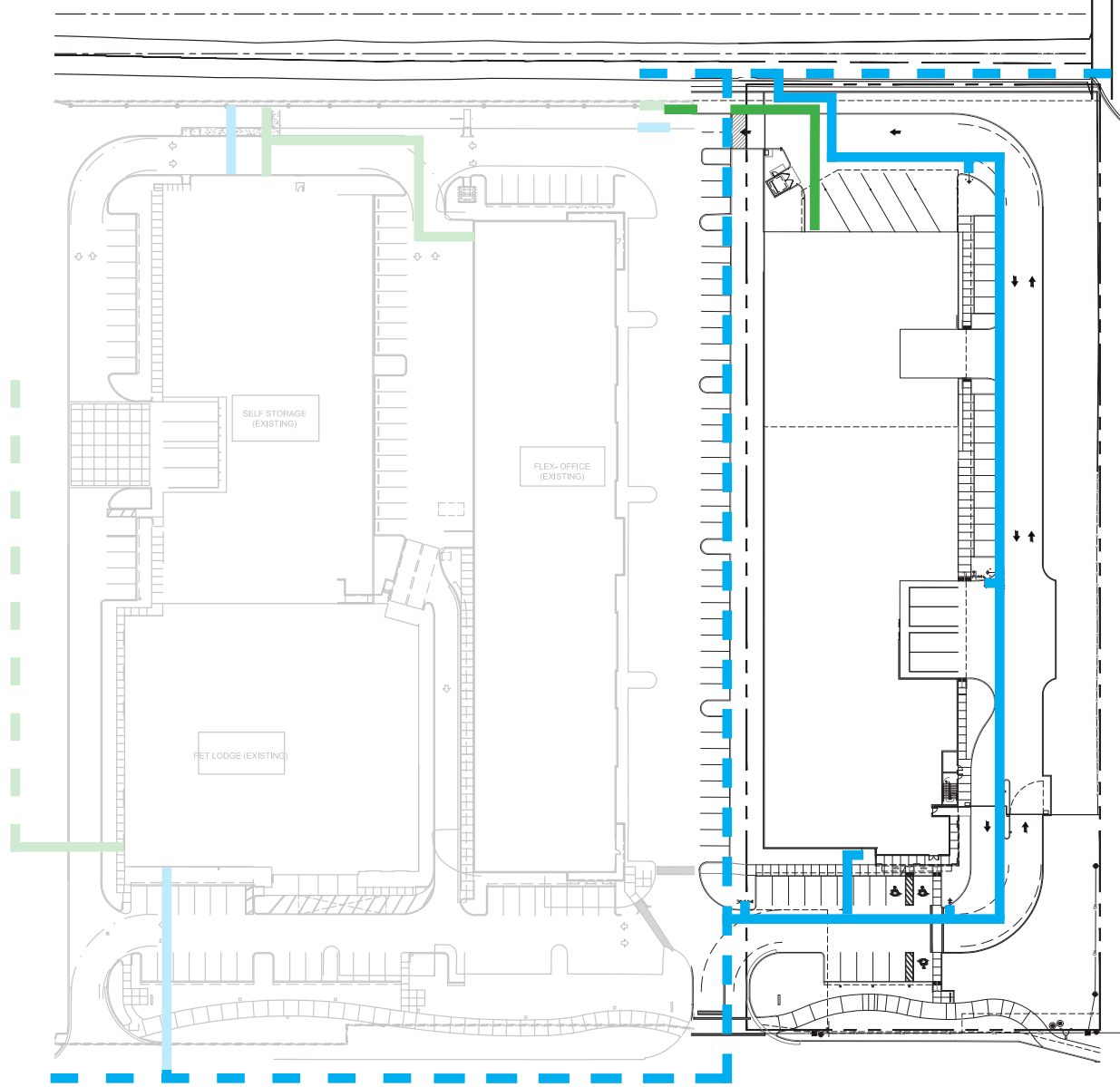
[www.dot.state.fl.us](http://www.dot.state.fl.us)

Page 1 of 1

LEDER HILLSBORO	FDOT PRE-APPLICATION LETTER	EXHIBIT K
		



- EXISTING SEWER
- EXISTING WATER
- EXISTING M.H.
- NEW SEWER
- NEW WATER
- PROPOSED M.H.






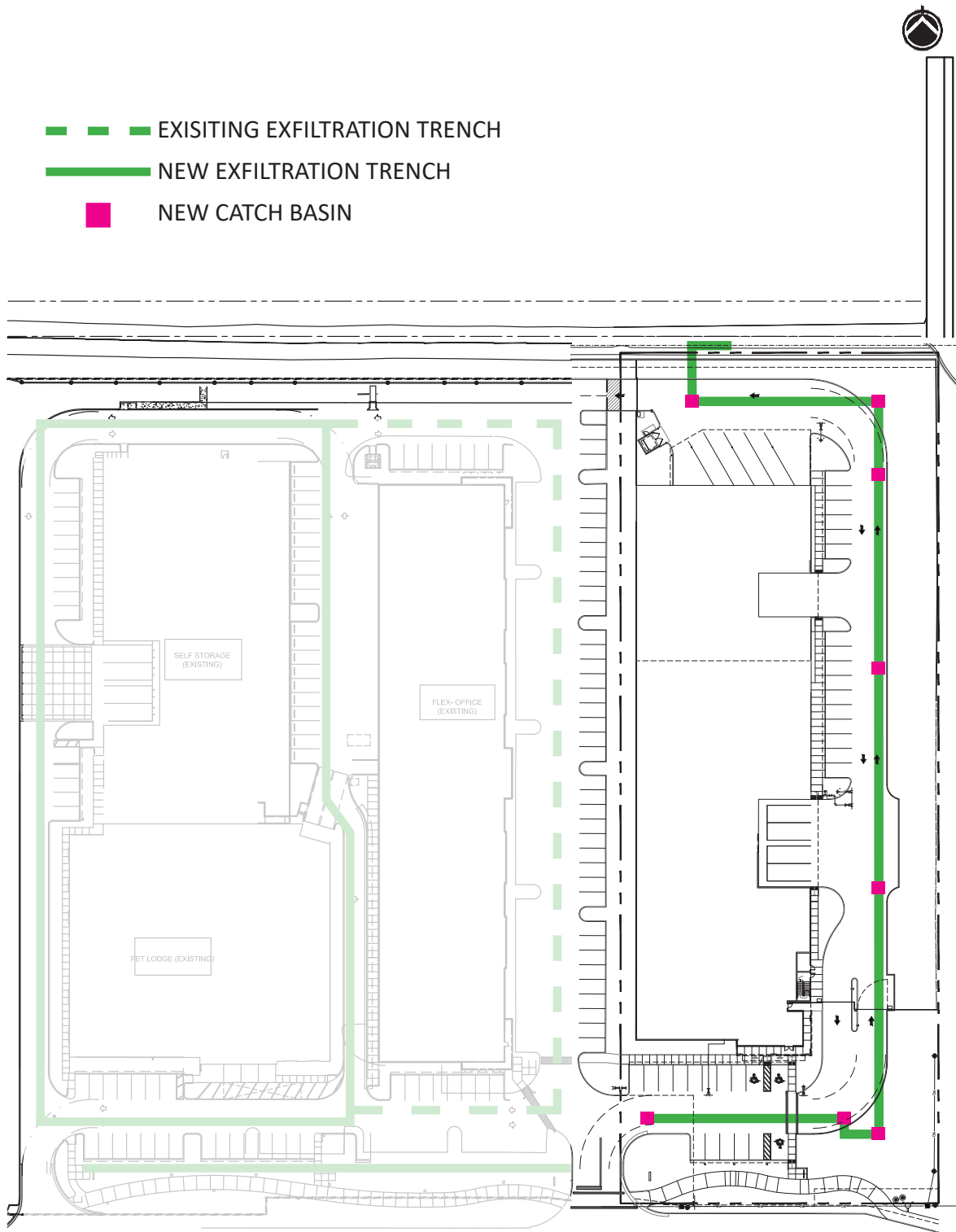
LEDER HILLSBORO PCD

WATER/SANITARY SEWER  
ENGINEERING PLAN

EXHIBIT L



-  EXISTING EXFILTRATION TRENCH
-  NEW EXFILTRATION TRENCH
-  NEW CATCH BASIN



LEDER HILLSBORO PCD

STORM WATER SCHEMATIC  
ENGINEERING PLAN

EXHIBIT M







BIRDS EYE VIEW LOOKING NORTH



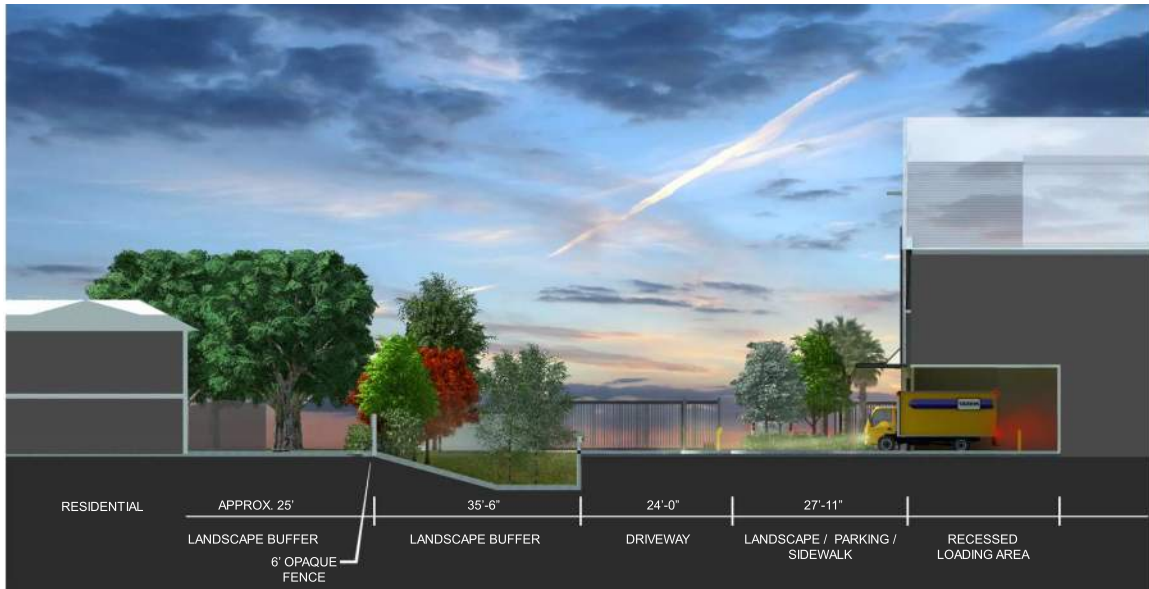
VIEWS LOOKING NORTH-WEST

LEDER HILLSBORO PCD

PHASE III  
PROJECT ILLUSTRATION /  
ELEVATIONS

EXHIBIT N





PARTIAL SITE CROSS SECTION



VIEW LOOKING SOUTH-WEST

LEDER HILLSBORO PCD

APPROVED PCD  
PROJECT ILLUSTRATION /  
ELEVATIONS

EXHIBIT N







VIEW FROM NORTH



VIEW FROM NORTH

LEDER HILLSBORO PCD

PHASE III  
PROJECT ILLUSTRATION /  
ELEVATIONS

EXHIBIT N





**ORDINANCE NO. 2017-049**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, APPROVING THE REZONING REQUEST OF LEDER HILLSBORO CO. LTD. TO REZONE FROM COMMUNITY SHOPPING (B-3) TO PLANNED COMMERCE DISTRICT (PCD) FOR THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF, BEING GENERALLY KNOWN AS ALL OF PARCEL "A," "LEDER HILLSBORO COMPANY LIMITED - PART 2," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL OF TRACT "A," "LEDER HILLSBORO COMPANY LIMITED - PART 1," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR A PUBLIC PURPOSE; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, owner of the property described in Exhibit "A," attached hereto and made a part hereof, Leder Hillsboro Co. LTD., is requesting a rezoning of said property from Community Shopping (B-3) to Planned Commerce District (PCD); and

**WHEREAS**, the proposed PCD rezoning request is consistent with the effective land use plan of the City of Coconut Creek; and

**WHEREAS**, the owners have met the requirements of Chapter 13, Code of Ordinances, Article III thereof, entitled "Zoning Regulations," of the City of Coconut Creek; and

**WHEREAS**, the proposed development would promote the public health, safety, and welfare of the residents of the City of Coconut Creek; and

**WHEREAS**, at its public hearing held on October 11, 2017, the Planning and

LEDER HILLSBORO PCD

ORDINANCE 2017-049

EXHIBIT O



Zoning Board heard, reviewed, and duly considered the reports, findings, and recommendations of the City staff, together with the opinions and testimony stated at the public hearing, and has recommended approval of this item to the City Commission subject to the following condition:

- a. Outstanding DRC comments remain effective throughout the development review process and must be addressed prior to issuance of a building permit; and

**WHEREAS,** the City Commission finds and determines that this action is in the best interest of the City based upon all the Development Review Committee comments and minutes, Planning and Zoning Board minutes, City staff reports, and findings of fact pertaining to this project located within the official City Development/Project file kept within the Department of Sustainable Development.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA AS FOLLOWS:**

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2: Public Purpose.** That the City Commission finds and determines that the above described rezoning is in the best interest of the residents of the City of Coconut Creek and serves a public purpose.

**Section 3:** That the PCD rezoning application submitted by Leder Hillsboro Co. LTD. (Property Owner), for the rezoning for the property generally located on the north side of Hillsboro Boulevard, between Lyons Road and Florida'S Turnpike, and more particularly described in Exhibit "A," having been recommended for approval by the Planning and Zoning Board on October 11, 2017, and having been reviewed by the City Commission, is hereby approved subject to the following condition:

- a. Outstanding DRC comments remain effective throughout the development review process and shall be addressed prior to the issuance of a building permit.

**Section 4:** That Leder Hillsboro Co. LTD. and their assigns shall proceed in compliance with the PCD Zoning Plan.

LEDER HILLSBORO PCD

ORDINANCE 2017-049

EXHIBIT O



**Section 5:** That this rezoning shall not be construed to create a right to any development of the property that fails to meet the requirements of Chapter 13, City of Coconut Creek Code of Ordinances, and any other Broward County land development regulations, except as specifically provided in this Ordinance.

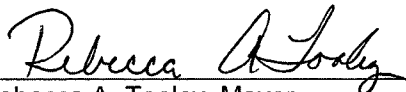
**Section 6: Conflicts.** That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 7: Severability.** That should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, clause or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

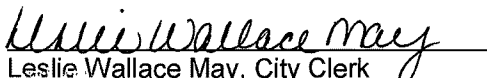
**Section 8: Effective Date.** That this Ordinance shall become effective upon its passage on second and final reading.

PASSED FIRST READING THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2017.

PASSED SECOND READING THIS 14<sup>th</sup> DAY OF December, 2017.

  
 Rebecca A. Tooley, Mayor

Attest:

  
 Leslie Wallace May, City Clerk

	<u>1st</u>	<u>2nd</u>
Tooley	<u>Aye</u>	<u>Aye</u>
Rydell	<u>Aye</u>	<u>Aye</u>
Sarbone	<u>Aye</u>	<u>Aye</u>
Belvedere	<u>Aye</u>	<u>Aye</u>
Welch	<u>Aye</u>	<u>Aye</u>

WSS:jw 10-17-17  
 \\pdcl\data\Development Services\Common\Documents\PLANNING & ZONING\Project Coordinator\Ordinances\ORD 2017-049 - Leder Rezone.docx

LEDER HILLSBORO PCD

ORDINACE 2017-049

EXHIBIT O



**EXHIBIT "A"**

**Legal Description:**

All of Parcel "A," "LEDER HILLSBORO COMPANY LIMITED - PART 2," according to the Plat thereof, as recorded in Plat Book 166, Page 43, of the Public Records of Broward County, Florida. TOGETHER WITH: All of Tract "A," "LEDER HILLSBORO COMPANY LIMITED - PART 1," according to the Plat thereof, as recorded in Plat Book 125, Page 31, of the Public Records of Broward County, Florida.

LEDER HILLSBORO PCD

ORDINANCE 2017-049

EXHIBIT O



This Instrument was Prepared By,  
Record and Return To:

William B. Mason, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard  
Suite 2100  
Ft. Lauderdale, Florida 33301

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### UNIFIED CONTROL AGREEMENT

THIS UNIFIED CONTROL AGREEMENT ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between **LEDER HILLSBORO, LLC**, a Florida limited liability company ("Leder Hillsboro"), and **4161 HILLSBORO, LLC**, a Florida limited liability company, ("4161"), and together with Leder Hillsboro, each an "Owner" and collectively, "Owners"), for the benefit of the **CITY OF COCONUT CREEK**, a Florida municipal corporation (the "City").

#### WITNESSETH:

WHEREAS, Leder Hillsboro is the fee owner of certain real property and improvements located in Broward County, Florida ("County"), legally described on **Exhibit "A"** attached hereto and made a part hereof ("Leder Hillsboro Parcel"); and

WHEREAS, 4161 is the fee owner of certain real property and improvements located in the County, legally described on **Exhibit "B"** attached hereto and made a part hereof ("4161 Parcel"); the Leder Hillsboro Parcel and the 4161 Parcel shall collectively, be referred to as the "Properties"; and

WHEREAS, the Properties are or will be subject to the Leder Hillsboro PCD, Planned Commerce District under the Land Development Code of the City of Coconut Creek (the "PCD"), which requires that the Properties subject to the PCD be under unified control; and

WHEREAS, the Owners wish to memorialize their agreement to at all times comply with the terms, conditions and restrictions of the PCD, as it may be amended from time to time.

NOW, THEREFORE, in consideration of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitations and Defined Terms. The foregoing recitations are true and correct and are incorporated herein.
2. Acknowledgment of the PCD. Each Owner will at all times comply with the terms, conditions and restrictions of the PCD, as it may be amended.
3. Development Requirements. Each Owner further agrees that any construction or redevelopment activities performed or authorized by it shall not: (a) cause any increase in the cost of



constructing improvements upon any other Owner's Property; (b) interfere with construction work being performed on any other Owner's Property, (c) cause any building located on another Owner's Property to be in violation of any governmental requirements or the PCD, or (d) materially and adversely affect any other Owner's easement rights.

4. PCD Amendments.

a. Each Owner shall be obligated to consent to an application by any one Owner as to a rezoning, amendment or modification of the PCD or any application made in connection with the Properties, such as, but not limited to, a conditional use, site plan, variance or waiver (collectively the "Zoning Request") so that it may be heard, reviewed and acted upon by the City of Coconut Creek. However, anything herein to the contrary notwithstanding, consent to any such application shall not indicate or mean that such Owner is in support of any Zoning Request and such Owner may independently appear before any public body to express its opinion as to the Zoning Request.

b. No Owner(s) shall secede any portion of the Properties from the PCD, unless the master planned integrity of the overall site, as set forth by Section 13-355, "PCD, planned commerce district – Generally," as may be amended, of the City Code of Ordinances, is maintained or modified as to the other portion(s) or the Properties remaining under the zoning of the PCD. The portions seceding from the PCD into an independent zoning district(s) must complete the proper rezoning process in the City before the PCD may terminate as to that portion of the Properties and this Agreement modified to reflect such revisions.

c. Notwithstanding the above, nothing contained herein shall be construed to prevent the Owners or their successors in title to the land within the PCD from petitioning the City to rezone any portion of the PCD to another zoning designation at a later time, provided any such Zoning Request shall not materially adversely affect the other Owner's Property subject to the PCD. An owner's belief that another Owner's Zoning Request materially adversely affects the Owner's Property shall not relieve the Owner from its obligation to consent to such Zoning Request under paragraph 4.a. above.

5. Miscellaneous. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing, and this Agreement shall not be amended other than by written agreement between the then current owners of the Properties, after written approval by the City. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Broward County, Florida. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions herein. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision. The terms and conditions of this Agreement are intended to, and do, constitute covenants that run with the land, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, heirs, successors, and assigns. This Agreement may not be terminated or modified in any way except by means of an instrument executed by the fee simple owners of the Properties after receipt of the prior written consent of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the day and year first written above.

**WITNESSES:**

Angela Small  
Print: Angela Small  
W Small  
Print: W. Small

**OWNERS:**

LEDER HILLSBORO, LLC,  
a Florida limited liability company  
By: [Signature]  
Sean M. Leder, Manager

**ACKNOWLEDGMENT**

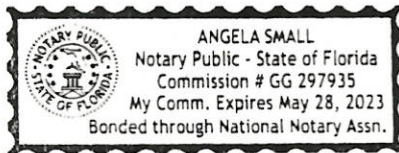
STATE OF FLORIDA )

COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16 day of MAY, 2022, by Sean M. Leder as Manager of Leder Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company. He  is personally known to me or [ ] presented a \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: Angela Small  
Notary Print: Angela Small  
Notary Public, State of Florida  
Commission No.: GG 297935  
My Commission Expires: MAY 28, 2023



**WITNESSES:**

Angela Small  
Print: Angela Small  
W Small  
Print: W. Small

**OWNERS:**

4161 HILLSBORO, LLC,  
a Florida limited liability company

By: [Signature]  
Sean M. Leder, Manager

**ACKNOWLEDGMENT**

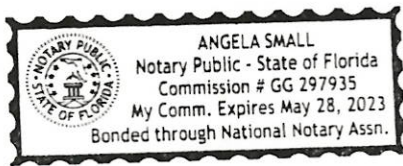
STATE OF FLORIDA )

COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16 day of May, 2022, by Sean M. Leder as Manager of 4161 Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company. He  is personally known to me or [ ] presented a \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: Angela Small  
Notary Print: Angela Small  
Notary Public, State of Florida  
Commission No.: GG 297935  
My Commission Expires: May 28, 2023





**MORTGAGEE CONSENT TO UNIFIED CONTROL AGREEMENT**

This MORTGAGEE CONSENT TO UNIFIED CONTROL AGREEMENT is made as of \_\_\_\_\_, 2022 by CITY NATIONAL BANK OF FLORIDA ("Mortgagee") the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded on October 29, 2018 in Instrument Number 115411593 of the Public Records of Broward County, Florida, ("Mortgage"), which Mortgage encumbers the Leder Hillsboro Parcel. Mortgagee consents to the foregoing Unified Control Agreement without in any manner releasing, satisfying or discharging the Mortgage, the Collateral Assignment of Leases, Rents and Licenses as recorded in Instrument # 115411594, the Collateral Assignment of Contract and License Rights as recorded in Instrument # 115411595 and Uniform Commercial Code Financing Statement as recorded in Instrument # 115411596, all of the Public Records of Broward County, Florida, with respect to the Leder Hillsboro Parcel encumbered thereby. Mortgagee makes no warranty or any representation of any kind or nature concerning the Unified Control Agreement, any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation. Mortgagee acknowledges that the Unified Control Agreement shall remain in full force and effect unless released by the City of Coconut Creek, Florida, and shall survive termination, foreclosure or satisfaction of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has caused these presents to be signed in its corporate name, and its seal to be affixed hereto, this 1 day of June 2022.

**WITNESSES:**

[Signature]  
Print: P. Persaud  
[Signature]  
Print: A. WOLLER

**MORTGAGEE:**

CITY NATIONAL BANK OF FLORIDA  
By: [Signature]  
David Albright, Senior Vice President

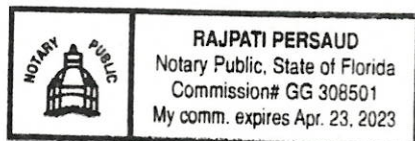
**ACKNOWLEDGMENT**

STATE OF FLORIDA )  
COUNTY OF Palm Beach

The foregoing consent was acknowledged before me by means of  physical presence or  online notarization this 1 day of June, 2022, by David Albright as Senior Vice President of City National Bank of Florida, on behalf of the bank. He [ ] is personally known to me or [ ] presented a \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: [Signature]  
Notary Print: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEDER HILLSBORO PARCEL**

ALL OF PARCEL "A", AND A 25 FOOT LANDSCAPE BUFFER PARCEL, "LEDER HILLSBORO COMPANY LIMITED - PART 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE PROPERTY DESCRIBED BELOW CONVEYED TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33445, PAGE 162, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

A PORTION OF PARCEL "A", "LEDER HILLSBORO COMPANY LIMITED - PART 2", AS RECORDED IN PLAT BOOK 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 83°27'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", 47.48 FEET; THENCE NORTH 89°38'54" EAST, 47.13 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE ALONG SAID EAST LINE, SOUTH 00°22'32" EAST, 5.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL OF TRACT "A", "LEDER HILLSBORO COMPANY LIMITED - PART 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 31, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THEREFROM:

A PORTION OF TRACT "A", LEDER HILLSBORO COMPANY LIMITED - PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, ON PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°22'32" WEST ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE AND ALONG A LINE BEING 12.00 FEET NORTH OF AND PARALLEL WITH THE MOST SOUTHERLY LINE OF SAID TRACT "A" NORTH 89°38'46" EAST, A DISTANCE OF 195.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°22'32" EAST, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°38'46" WEST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

**EXHIBIT "B"**

**4161 PARCEL**

Parcel "A" OF WORKINGMAN'S NURSERY, according to the plat thereof recorded in Plat Book 126, page 22 of the public records of Broward County, Florida, LESS that portion conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 33601, page 1736 of the public records of Broward County, Florida.



This Instrument was Prepared By,  
Record and Return To:

William B. Mason, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
200 East Las Olas Boulevard, Suite 2100  
Ft. Lauderdale, Florida 33301

Property Appraiser Identification Numbers:  
4842-05-24-0010, 4842-05-06-0010, and  
4842-05-06-0030

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### ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Easement Agreement"), is granted this \_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by **LEDER HILLSBORO, LLC**, a Florida limited liability company, whose post office address is 4755 Technology Way, Suite 203, Boca Raton, FL, 33431 ("Grantor"), to **4161 HILLSBORO, LLC**, a Florida limited liability company, whose post office address is 4755 Technology Way, Suite 203, Boca Raton, FL, 33431 ("Grantee")

#### WITNESSETH:

**WHEREAS**, Grantor is the fee owner of certain real property located in Broward County, Florida ("County"), legally described on **Exhibit "A"** attached hereto and made a part hereof ("Grantor's Parcel"); and

**WHEREAS**, Grantee is the fee owner of certain real property and improvements located in the County, which real property is legally described on **Exhibit "B"** attached hereto and made a part hereof ("Grantee's Parcel"); and together with the Grantor's Parcel, collectively, the "Properties"; and

**WHEREAS**, the Properties are or will be subject to the Leder Hillsboro PCD, Planned Commerce District (the "PCD"), under the Land Development Code of the City of Coconut Creek which requires that the Properties subject to the PCD be under unified control and provide for access between the parcels; and

**WHEREAS**, the City of Coconut Creek ("City"), has a health, safety and welfare interest in safe and efficient traffic circulation on the road and driveway system that covers the Properties and is a direct, third party beneficiary to this Agreement; and

**WHEREAS**, Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee a perpetual non-exclusive easement appurtenant to and benefitting the Grantee's Parcel over the paved portions of the Grantor's Parcel used for ingress and egress, as same may be relocated by Grantor from time to time ("Access Area") to provide pedestrian and vehicular access only to and from the Grantee's Parcel only for the benefit of the operation of the Grantee's Parcel.

**NOW, THEREFORE**, in consideration of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitations and Defined Terms. The foregoing recitations are true and correct and are incorporated herein. As used herein, the term “Owner” or “Owners” shall mean the Grantor and Grantee and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. As used herein, the term “Permittees” shall mean all tenants, and the beneficial owners, managers, partners, officers, directors, employees, agents, contractors, customers, vendors, guests, licensees, suppliers, visitors, invitees, licensees, subtenants, mortgagees, purchasers at foreclosure and concessionaires of Grantee or a tenant, insofar as their respective activities relate to the use of Grantee’s Parcel.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of all present and future Owners and Permittees of the Grantee’s Parcel, and Grantor hereby declares that the Properties and all Owners and Permittees of the Properties, shall be benefited and burdened by the following perpetual and non-exclusive easement over and across the Access Area to provide vehicular and pedestrian access to and from the Grantee’s Parcel (the “Easement”) which is hereby imposed upon the Properties. Grantee shall not unreasonably obstruct any portion of the Access Area or otherwise unreasonably interfere with the use or enjoyment of the Grantor’s Parcel by Grantor.

3. Term of Easement. The Easement shall be non-exclusive, perpetual, run with the Properties described herein, and shall burden the Access Area, Grantor, its successors, assigns and Permittees and inure to the benefit of the Grantee, and its successors, assigns and Permittees.

4. Reservation of Rights. Except for the Easements and other rights granted to Grantee and the City in this Easement Agreement, Grantor hereby reserves unto itself, its successors and assigns, and its Permittees, all rights accruing from its ownership of the Access Area, including, without limitation, the right to engage in or permit, invite or grant to others the right to engage in any and all uses of the Access Area, but only to the extent such uses are not inconsistent with and do not interfere with the rights granted herein.

5. No Parking. This Easement Agreement does not grant to Grantee or Permittees of Grantee the right to park vehicles on any portion of the Access Area or on any portion of the Grantor’s Parcel.

6. Maintenance by Grantor. Grantor shall, at its sole cost and expense (without any reimbursement obligation on the part of Grantee ), maintain and keep the improvements located on the Access Area in first-class condition and state of repair.

7. Grantee’s Repair Obligation. During the course of Grantee’s exercise of its rights hereunder, Grantee shall take all reasonable steps to ensure against any damage to Grantor’s Parcel, including, without limitation, damage to any improvements located on Grantor’s Parcel. Grantee agrees to promptly repair, at its own expense, any damage to Grantor’s Parcel and any improvements located thereon or thereunder, caused by or resulting from Grantee’s utilization of the Access Area or exercise of its rights hereunder.

8. Indemnification by Grantee: Grantee will defend, indemnify and hold Grantor, its successors and assigns, harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, costs and expenses whatsoever (including, without limitation, reasonable attorneys’ fees at trial and appellate levels), arising out of or as a result of the exercise by Grantee (or any individual or entity claiming by, through or under Grantee), of Grantee’s rights or obligations hereunder, except to the extent such of the foregoing arise from the gross negligence, recklessness or willful misconduct of Grantor.

9. No Liens. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against the Access Area or Grantor’s Parcel, if such lien or



encumbrance shall arise in connection with the exercise by Grantee or its Permittee (or any individual or entity claiming by or through Grantee or such Permittee) of its rights or obligations hereunder.

10. Insurance Required to be Maintained by Grantee. In connection with the rights granted by Grantor to Grantee hereunder, Grantee agrees to maintain or cause to be maintained in full force and effect comprehensive general liability insurance, including personal injury liability insurance and contractual liability insurance, with a financially responsible insurance company or companies licensed in the State of Florida. Such insurance shall provide for aggregate coverage of not less than One Million Dollars (\$1,000,000.00) for public liability and property damage, naming Grantor as an additional insured. Said policy shall provide for at least thirty (30) days' notice of non-payment of premiums or cancellation.

11. Subrogation. All insurance described in Section 10 above shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner waives any rights against the other Owners for any damage or consequential losses covered by such policies, against which such person is protected by insurance, but only to the extent of the proceeds actually paid to such person under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner(s) or its Permittees.

12. Notices. All notices, demands, statements, and requests ("Notice") required or permitted to be given under this Easement Agreement shall be in writing and shall be deemed to have been properly given or served as of the date the same are: (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the address set forth above; or (ii) on the day of delivery to a private express package courier, prepaid, addressed to the address set forth above. The refusal of a party to accept certified or registered mail or of a private courier package delivery service shall be deemed delivery on the date of such refusal. A party may change its address for Notice by Notice to the other given in accordance with the provisions of this paragraph.

13. Entire Agreement. This Easement Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing, and this Easement Agreement shall not be amended other than by written agreement between the then current owners of the Properties.

14. Attorneys' Fees. In the event a party brings suit to enforce any provision of this Easement Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees and the costs of services of paralegals, legal assistants and/or law clerks at trial and appellate levels).

15. Counterparts. This Easement Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

16. No Public Dedication. Notwithstanding anything to the contrary contained in this Easement Agreement, in no event shall this Easement Agreement be construed, expressly or by implication, as a dedication of the Access Area to the public for public use.

17. Governing Law; No Venture: This Easement Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in Broward County, Florida. Nothing contained in this Easement Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.



18. Captions. The captions and paragraph headings contained in this Easement Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement Agreement, nor the intent of the provisions herein.

19. Severability. Should any clause or provision of this Easement Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Easement Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

20. Successors and Assigns. The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties. The benefits and burdens hereof shall run with the Properties and be appurtenant thereto and shall create equitable servitudes in favor of the property benefited hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. The Owners shall be entitled to the benefits and be bound by the burdens hereof. Upon the transfer or conveyance, by an Owner, of its property, the transferor shall be relieved of liability for performance (i.e. performance after the date of conveyance) of its obligations hereunder which thereafter arises.

21. No Waiver. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by a party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement.

22. Termination or Amendment of Easement. Other than as provided above, the easement granted hereunder, or any covenant, restriction or undertaking contained herein, may be terminated or amended only by the recording of an appropriate document in the Public Records of the County, executed by the parties hereto or their respective successors and assigns, with the written consent of the City.

23. Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from another Owner shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such party's knowledge, whether any party to this Easement Agreement is in default or violation of this Easement Agreement and if so identifying such default or violation; and (b) that this Easement Agreement is in full force and effect and identifying any amendments to this Easement Agreement as of the date of such certificate.

24. Time of Essence. Time is of the essence under this Easement Agreement.

25. Property Owner Acceptance. The grantee of title to any of the Properties or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from an original party or from a subsequent owner of such Properties or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.



26. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach under this Easement Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Easement Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any of the Properties.

27. Remedies and Enforcement. In the event of a breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) or the City shall be entitled forthwith to full and adequate relief by all available legal and equitable remedies from the consequences of such breach, including payment of any amounts actually incurred, specific performance and injunctive relief; provided, however, in no event shall the non-defaulting Owner be entitled to special, exemplary, consequential or punitive damages as a result of such breach by the defaulting Owner. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof by an Owner or the City (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion within no later than 60 days after such written notice), any Owner shall have the right to perform such obligation contained in this Easement Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof (which such demand shall include reasonable backup documentation) together with interest at the prime rate charged from time to time by Citibank (its successors or assigns), plus three percent (3%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency or to prevent damage to persons or property, (ii) blockage or material impairment of the Easement rights, and/or (iii) the unauthorized parking of vehicles on the Access Area, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus three percent (3%), as above described. The City, as a third-party beneficiary has the right to enforce this Easement Agreement through legal, equitable or administrative proceedings.

28. Lien Rights. Any claim for reimbursement of actual and reasonable expenses incurred, including interest as aforesaid, and all reasonable costs and expenses, including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Easement Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the property of the defaulting Owner until paid, effective only upon the recording of a notice of lien with respect thereto in the County; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Public Records of the County, prior to the date of recordation of said notice of lien, and, (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien. Notwithstanding the foregoing, any Assessment Lien against the Grantor's Parcel or Grantee's Parcel shall be subordinate and inferior to any mortgage now existing or hereafter granted or entered into with respect to Grantor's Parcel or Grantee's Parcel which was recorded prior to the recordation of the Assessment Lien.

29. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its portion of the Properties; provided that any Owner may contest any taxes, assessment or charges without the contested taxes becoming delinquent.

30. Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole



expense, any utility or other installations serving or on the Properties of such Owner, unless the same are dedicated to and accepted by a public or quasi-public utility or authority and, provided; however, that the foregoing shall not be in effect with respect to Grantee until the time of completion of Grantee's improvements on Grantee's Parcel.

31. Unavoidable Casualties. Notwithstanding anything in this Easement Agreement to the contrary, no Owner shall be liable under this Easement Agreement for delays in its compliance with the terms and conditions of this Easement Agreement to the extent solely attributable to war, riot, crime, hurricane, flooding, earthquake, lightning, sinkhole, government shutdown, pandemic, endemic, or fire or other unavoidable casualties (collectively the "Unavoidable Events"); provided, however, that (i) notice of the Unavoidable Events is given in writing by the party delayed to the other party within fifteen (15) days after it occurred, and (ii) upon the termination or abatement of the Unavoidable Events, such Owner promptly commences to cure its failure to comply with the terms and conditions of this Easement Agreement and diligently pursues such cure to completion, which shall in any event be within sixty (60) days of the abatement of such Unavoidable Events.

32. Relocation of Easement. Grantor shall have the right, only after prior written consent of the City, to alter or improve the Access Area, or to relocate the Access Area without first obtaining Grantee's prior written consent, provided however, such relocation shall not unreasonably restrict Grantee's access to and from the Grantee's Parcel, as determined by Grantor, in Grantor's sole and absolute discretion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year first written above.

Signed sealed and delivered in the presence of:

Angela Small  
Print: Angela Small  
W Small  
Name: W. Small

**GRANTOR:**

LEDER HILLSBORO, LLC,  
a Florida limited liability company

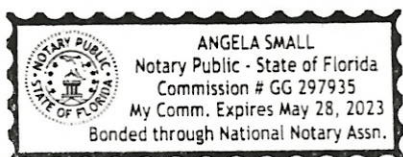
By: [Signature]  
Sean M. Leder, Manager

STATE OF FLORIDA )  
) ss:  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16 day of May, 2022, by Sean M. Leder, as Manager of Leder Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company. He  is personally known to me or [ ] presented \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: Angela Small  
Notary Print: Angela Small  
Notary Public, State of Florida  
Commission No.: GG 297935  
My Commission Expires: May 28, 2023



Signed sealed and delivered  
in the presence of:

Angela Small  
Print: J Angela Small  
W Small  
Name: W. Small

**GRANTEE:**

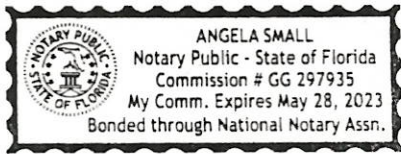
4161 HILLSBORO, LLC,  
a Florida limited liability company

By: [Signature]  
Sean M. Leder, Manager

STATE OF FLORIDA )  
) ss:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16 day of May, 2022, by Sean M. Leder, as Manager of 4161 Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company. He  is personally known to me or [ ] presented \_\_\_\_\_ as identification.

Notary Stamp/Seal:



Notary Signature: Angela Small  
Notary Print: J Angela Small  
Notary Public, State of Florida  
Commission No.: GG 297935  
My Commission Expires: May 28, 2023

**CONSENT AND JOINDER**

City National Bank of Florida, the undersigned mortgagee, is the owner and holder of (i) a mortgage, assignment of rents and security agreement, on the Grantor's Parcel more particularly described in such mortgage, dated the 25<sup>th</sup> day of October, 2018, recorded in Instrument No. 115411593 (the "Mortgage"), (ii) a collateral assignment of leases, rents and licenses, on the Grantor's Parcel more particularly described in such collateral assignment, dated the 25<sup>th</sup> day of October, 2018, recorded in Instrument No. 115411594 (the "ALR"), (iii) a collateral assignment of contract and license rights, on the Grantor's Parcel more particularly described in such collateral assignment, dated the 25<sup>th</sup> day of October, 2018, recorded in Instrument No. 115411595 (the "Collateral Assignment"), and (iv) UCC-1 Financing Statement, on the Grantor's Parcel more particularly described in such financing statement, recorded in Instrument No. 115411596 (the "UCC", and together with the Mortgage, ALR and Collateral Assignment, collectively, the "Security Documents"), all of the Public Records of Broward County, Florida, and hereby subordinates the lien of its Security Documents to the above Easement Agreement and further consents to, joins in and agrees that the undersigned and its successors and assigns shall be bound by the above Easement Agreement.

WITNESSES:

Rajpati Persaud  
Print Name: Rajpati Persaud  
A Woller  
Print Name: A WOLLER

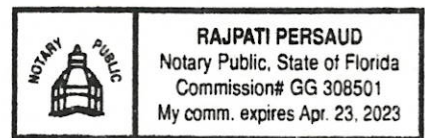
CITY NATIONAL BANK OF FLORIDA  
By: [Signature]  
Name: DAVID ALBRIGHT  
Title: SVP

STATE OF FLORIDA )  
COUNTY OF Palm Beach ss:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of June, 2022, by David Albright as SVP of CITY NATIONAL BANK OF FLORIDA, on behalf of CITY NATIONAL BANK OF FLORIDA. He/she [ ] is personally known to me or [ ] presented \_\_\_\_\_ as identification.

Notary Stamp/Seal:

Notary Signature: [Signature]  
Notary Print: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**EXHIBIT "A"**

**GRANTOR'S PARCEL**

ALL OF PARCEL "A", AND A 25 FOOT LANDSCAPE BUFFER PARCEL, "LEDER HILLSBORO COMPANY LIMITED - PART 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE PROPERTY DESCRIBED BELOW CONVEYED TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33445, PAGE 162, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:

A PORTION OF PARCEL "A", "LEDER HILLSBORO COMPANY LIMITED - PART 2", AS RECORDED IN PLAT BOOK 166, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 83°27'53" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A", 47.48 FEET; THENCE NORTH 89°38'54" EAST, 47.13 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL "A"; THENCE ALONG SAID EAST LINE, SOUTH 00°22'32" EAST, 5.69 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL OF TRACT "A", "LEDER HILLSBORO COMPANY LIMITED - PART 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 31, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THEREFROM:

A PORTION OF TRACT "A", LEDER HILLSBORO COMPANY LIMITED - PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, ON PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°22'32" WEST ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID WEST LINE AND ALONG A LINE BEING 12.00 FEET NORTH OF AND PARALLEL WITH THE MOST SOUTHERLY LINE OF SAID TRACT "A" NORTH 89°38'46" EAST, A DISTANCE OF 195.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°22'32" EAST, A DISTANCE OF 12.00 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°38'46" WEST, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

**EXHIBIT "B"**

**GRANTEE'S PARCEL**

Parcel "A" OF WORKINGMAN'S NURSERY, according to the plat thereof recorded in Plat Book 126, page 22 of the public records of Broward County, Florida, LESS that portion conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 33601, page 1736 of the public records of Broward County, Florida.