

Jason Chockley

From: Teetsel, Dawn <DTEETSEL@broward.org>
Sent: Tuesday, January 2, 2024 10:30 AM
To: Jason Chockley
Cc: Von Stetina, Deanne; Jimmy Wright
Subject: RE: Griffin 106 Subdivision (034-MP-23)
Attachments: FW: Griffin 106 Subdivision Plat - flex allocation; Griffin 106 Subdivision (Joint Use Agreement).pdf

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Good morning Jason,

Based on additional information provided by Jimmy Wright with CC homes (attached), Planning Council staff calculations indicate that the maximum number of dwelling units permitted within the platted area per the effective land use plan is 17 dwelling units. Further, an additional 2.1 acres of right-of-way adjacent to the proposed plat may be utilized for density purposes (additional 2 dwelling units) and developed only in accordance with the Hanson Joint Use Agreement as executed on November 13, 2003 (attached). Therefore, the maximum number of dwelling units permitted is 19 dwelling units. We will issue an updated memorandum once the flex allocation information is received from the City. In the interim, we want to ensure the City has our updated density calculation. Please feel free to contact me or Deanne Von Stetina (copied) if you have any questions.



Happy New Year,
Dawn

Dawn Teetsel, Director of Planning

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.7571 (direct) www.broward.org/planningcouncil

From: Teetsel, Dawn
Sent: Thursday, December 21, 2023 9:34 AM
To: PDMDInfo <PDMDInfo@broward.org>
Cc: Da Luz, Karina <KDALUZ@broward.org>; Glennika D. Gordon <glennika.gordon@browardschools.com>; reggleston@coopercity.gov; jchockley@coopercityfl.org
Subject: Griffin 106 Subdivision (034-MP-23)

Good morning,

Attached please find BCPC staff comments for Griffin 106 Subdivision (034-MP-23) plat. Please contact me if you have any questions or require additional information.

Have a great day,
Dawn



Dawn Teetsel, Director of Planning

115 South Andrews Avenue, Room 307

Fort Lauderdale, Florida 33301

954.357.7571 (direct) www.broward.org/planningcouncil

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Jason Chockley

From: Jimmy Wright <jwright@cchomes.com>
Sent: Thursday, December 21, 2023 2:28 PM
To: Teetsel, Dawn
Cc: Von Stetina, Deanne; Dennis Mele; Jane Storms
Subject: FW: Griffin 106 Subdivision Plat - flex allocation
Attachments: 71567B - GRIFFIN 106 SUB (fka Hanson) - AREA EXH_B.pdf

Dawn,

Thank you for speaking with me earlier today about this one. Please see attached acreage sketch for Griffin & 106 prepared by Pulice Land Surveyors. As you can see, the parcel which was carved out of the plat (the Hanson Farmhouse) represents a little over an acre of the original 20.8-acre area for the purpose of density calculation. We believe that the remaining area (over 19 acres) results in 19 dwelling units available for the plat.

The City is processing an application for the application of 19 flex units to account for the 38 units reflected on our plat.

Thank you,

Jimmy C. Wright, P.E.

Vice President, Land

CC Homes

A Codina-Carr Company

Ph: (305) 448-0353

M: (305) 632-2990

jwright@cchomes.com

SEP 13 2023



CITY OF COOPER CITY
PLANNING DIVISION

July 13, 2023

Dario Gerszuny, P.E., Development Manager
CC Homes
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134

Via Email Only

Dear Mr. Gerszuny:

Subject: Cooper City - Acreage Determination

This letter is in response to your request of June 27, 2023, to verify the gross acreage and BrowardNext - Broward County Land Use Plan (BCLUP) designations for a parcel of land generally located on the southeast corner of Griffin Road and Southwest 106 Avenue/Cherry Road, in the City of Cooper City.

The BCLUP utilizes the following definition to calculate gross acreage:

- “Gross Acre” – means the total number of acres in an area, including acreage used or proposed for streets, lakes and waterways, exclusive of the rivers and canals of the primary drainage system.

It is noted that the South New River (C-11) Canal is included in the primary drainage system, and therefore, excluded from the acreage calculation.

Based on the sketch and legal description you have provided and our Geographical Information System (GIS), Planning Council staff calculations indicate that the total area encompasses approximately 20.8 gross acres, which is designated by the BCLUP as indicated below:

PARCEL	ACRES	BROWARDNEXT - BCLUP DESIGNATION
Parcel	14.8	Estate (1) Residential
NET ACRES	14.8	
Right-of-Way “A”	3.9	Estate (1) Residential
Right-of-Way “B”	2.1	Estate (1) Residential
TOTAL GROSS ACRES	20.8	

Planning Council staff notes that Right-of-Way “B” may be utilized for density calculations; however, said parcel may only be developed in accordance with the attached Hanson Joint Use Agreement as executed on November 13, 2003.

Dario Gerszuny

July 13, 2023

Page Two

The contents of this correspondence are not a judgment as to whether this development proposal complies with State or local vehicular access provisions, the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or development review requirements of the BCLUP, including concurrency requirements.

Planning Council staff notes that this calculation is based on the information that you provided and should not be utilized for official purposes unless independently accepted by the local government.

Please note that the \$383.00 fee submitted for this acreage determination request may be deducted from the application fee for a corresponding BCLUP amendment, if filed within 18 months of the date of this letter.

If you have any additional questions in this regard, please feel free to contact Julie M. Bernal at your convenience.

Respectfully,

Barbara Blake Boy
Executive Director

BBB:JMB
Attachments

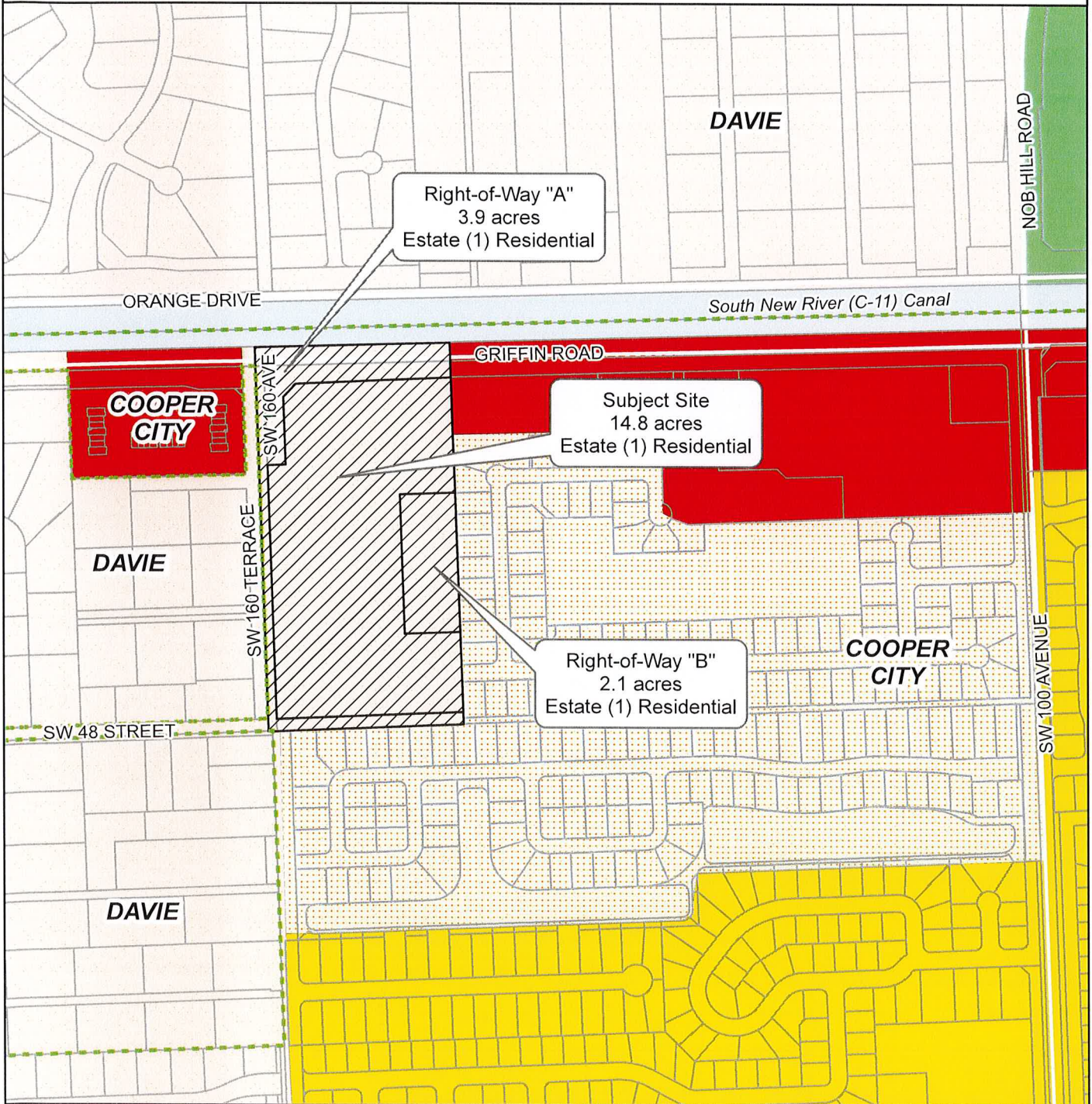
cc/email/att: Ryan Eggleston, City Manager
City of Cooper City

Carlos Vega, Director, Community Development Department
City of Cooper City





Jason Chockley, Assistant Director, Community Development Department
City of Cooper City



Broward County Land Use Plan Acreage and Land Use Confirmation



-  Subject Site
-  Municipal Boundary
-  Estate (1) Residential
-  Low (3) Residential

-  Low (5) Residential
-  Commerce
-  Recreation and Open Space
-  Water / Primary Drainage

Total Gross Acres = 20.8

AD 23-004 Gerszuny July 5, 2023
Acreage Determination



Hanson Joint Use Agreement

Agreement made this 13 day of Nov., 2003 by and between the State of Florida Department of Transportation, (hereinafter referred to as "FDOT"), with an office located at 3400 West Commercial Blvd., Fort Lauderdale, Florida 33309-3421 and John Austin Hanson and Arline Marjorie Hanson, (hereinafter referred to individually and collectively as "Hanson") whose address is Hanson Nursery, 5921 West Broward Boulevard, Plantation, FL 33317

Whereas, FDOT is in ownership of real property, (hereinafter referred to as "Parcel 110"), the legal description for which is set forth on Exhibit A, attached hereto and made a part hereof; and

Whereas, a portion of Parcel 110 was intended to be used by the FDOT as a drainage/detention pond; and

Whereas, the FDOT has a perpetual easement over the property of Hanson, (hereinafter referred to as "parcel 801") for the purpose of constructing, installing and maintaining underground drainage pipes, the legal description for which is set forth on Exhibit B, attached hereto and made a part hereof; and

Whereas, Hanson has advised the FDOT that they may wish to develop their property in the future and in such event effectuate one or more of the following: a) relocate the drainage/detention pond and/or b) reconfigure the dimensions of the drainage/detention pond and/or c) use the drainage/detention pond to satisfy the drainage requirements for the Hanson future development as well as satisfying the FDOT drainage requirements in accordance with all permits and approvals, including but not limited to those of the FDOT and the South Florida Water Management District, and any other permitting agency that may exist at the time of development and have pertinent jurisdiction; and

Whereas, if and when Hanson, its successors or assigns develop the land and decide to exercise this joint use agreement, then Hanson, its successors or assigns (whichever the case shall be) shall be solely responsible for and shall pay all costs associated with the development as referred to above and hereinafter referred to including, without limitation, the cost of relocation and reconfiguration of the drainage/detention pond as well as all maintenance costs for the drainage/detention pond (including, but not to, the maintenance of any mitigation, littoral shelves, and removal of exotics, and any other environmental permit requirements); and

Whereas, Hansons' development plans with respect to the drainage/detention pond shall at all times be in compliance with and meet all FDOT requirements, and shall not result in any costs to FDOT that would not be incurred absent such, development plans; and

Whereas, in the event that Hanson relocates and/or reconfigures the existing drainage/detention pond, then there shall be simultaneous conveyances as follows: a) the FDOT shall convey title, by quitclaim deed to that portion of Parcel 110 which was intended to be used by the FDOT as a drainage/detention pond, and b) the FDOT will execute such document as to evidence its abandonment or release of the perpetual easement (parcel 801) to the presently existing drainage/detention pond located on that portion of parcel 110, and c) Hanson will convey a perpetual easement to the FDOT over the property of Hanson to the newly located drainage/detention pond permitting the FDOT to access and inspect the pond, its drainage structures, pipes etc., to insure that Hanson or their successors are adequately maintaining the drainage/detention pond, its structures, pipes etc. and for such other reasonable purposes as the FDOT may require pursuant to its regulations and/or the regulations of other governmental entities including, but not limited to, the right to enter upon the property and take such measures as are necessary to assure that the FDOT drainage/detention requirements are met, should it be determined that adequate provisions are not being made by Hanson or their successors; and (d) Hanson will convey a perpetual easement over the newly located drainage/detention pond allowing the FDOT to drain into and out of said pond and otherwise utilize same to satisfy its drainage and water treatment requirements as previously mentioned;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are deemed to be restated and incorporated herein. To supplement the conditions that are generally stated, the parties agree that the conveyance of parcel 110 by FDOT, and the abandonment of the companion easement, is specifically conditioned upon the following:
 - a. The proposed modification to the FDOT's South Florida Water Management District ("SFWMD") permit is submitted to the Department along with a statement of how the maintenance is to be financed and secured. At FDOT's option, maintenance obligations shall be financially secured by a letter of credit in form acceptable to FDOT;
 - b. FDOT accepts that modification; relevant factors in accepting the modification include, but are not limited to, shape of new proposed pond, anticipated cost of maintaining and how that will be accomplished and continued stabilization of mitigation proposed, and use of areas adjacent to the pond. Denial of any such proposed modification shall not be arbitrary or capricious on the part of FDOT.
 - c. The proposed modification is accepted by SFWMD (including proposed title to new property);

- d. The new pond and all drainage structures, whether natural or manmade, are built (by Hanson) and accepted by the FDOT and SFWMD; and
- e. At Hanson's expense, all necessary environmental permits will be obtained and the proposed pond will comply with all necessary environmental criteria.
- f. In the event Hanson's proposal will result in the need to relocate existing utilities, Hanson will make all arrangements necessary with the utility company(s) to accomplish said relocation, which will be done at Hanson's sole expense. The FDOT will not be required on account of this agreement to permit utilities to use any property of the FDOT's that they otherwise would not permit.
- g. Hanson executes all necessary deeds to the FDOT.
- h. No development pursuant to this agreement shall take place until after completion and acceptance of the construction project for which parcel 110 was acquired by FDOT. That project is to begin October 13, 2003 and has a projected completion date of October 5, 2005. Development shall be subject to all applicable FDOT permits under the rules existing at the time of application, and the application for same will not be obviated by the existence of this agreement.
- i. No proposed development of Hanson shall put the FDOT in noncompliance with any of its permits including, but not limited to, permits that are global in nature. Any costs to the FDOT resulting from any proposed development shall be paid by Hanson, and shall be financially secured prior to being incurred by FDOT. FDOT shall render an estimate of any such costs to Hanson. The compilation of the estimate shall not be done in an arbitrary and capricious manner.

2. This Agreement and any interest herein shall not be assigned, or transferred by Hanson without the prior written consent of the FDOT, which consent shall not be unreasonably withheld. However, this Agreement shall run to the FDOT and its successors.

3. This Agreement shall not be encumbered by Hanson.

4. This Agreement is governed by and construed in accordance with the laws of the State of Florida. Venue with respect to any legal proceeding arising out of this Agreement shall be in Broward County.

5. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement

that are not set forth herein. Accordingly, it is agreed that no deviation from the terms herein shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6. Any notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to Hanson: John A. Hanson and Arline M. Hanson
Hanson Nursery
5921 West Broward Boulevard
Plantation FL 33317

If to FDOT: Florida Department of Transportation
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421

Attention: _____
With a copy to: _____

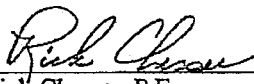
7. No attorney fees for non-monetary benefits under section 73.092(1)(b) shall be payable on account of this agreement. Furthermore, Hanson shall not be entitled to any attorney fees arising out of the enforcement of this agreement.
8. Nothing herein shall prevent the FDOT, its successors and/or assigns, from surplusing all or part of parcel 110, parcel 801, or any other property interest it may acquire pursuant to this agreement. Hanson shall be given notice of any such surplusing. In addition, nothing in this agreement shall preclude the transfer of jurisdiction of this transportation facility.

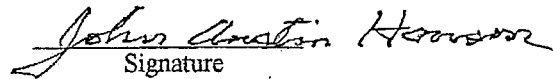
9. In addition to all other costs to be borne by Hanson under this agreement, Hanson shall also bear any additional costs incurred by FDOT as result of Hanson's development, including, but not limited to, any increased costs to FDOT to comply with the National Pollutant Discharge Elimination System MS4 permit.

In Witness Whereof, this Agreement has been executed by the parties on the date first above written.

State Of Florida Department of Transportation

John Austin Hanson

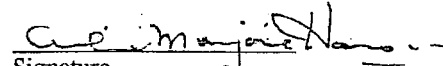
By: 
Rick Chesser, P.E.
District Secretary District Four


Signature

Approved As To Form

Arline Margery Hanson

By: 
District General Counsel


Signature

S:\legal\gl\jeb\hanson\agreement.fin.doc