

## **PLANNED DEVELOPMENT REGULATORY AGREEMENT FOR PEGGY ROAD PLANNED DEVELOPMENT (PD-R) PROJECT**

THIS PLANNED DEVELOPMENT REGULATORY AGREEMENT ("PD Agreement") is made as of September 26, 2022 by and between the **CITY OF ALACHUA, FLORIDA** ("City"), a political subdivision of the State of Florida, and **WILLIAM AND MARGARET KIRKLAND**, their successors or assigns ("Owner/Developer"). The City and the Owner/Developer may jointly be referred to as the "Parties."

### **RECITALS**

WHEREAS, the Owner/Developer desires to obtain approval for a **Planned Development ("PD")** in the City known as **Peggy Road Planned Development ("PD-R" or "Project")**, which is proposed to consist of  $\pm 51.7$  acres;

WHEREAS, the Owner/Developer wishes to improve the land comprising the PD-R, the legal description for which is described hereto in Exhibit "A," which is incorporated herein by reference ("Property");

WHEREAS, as part of the approval process for the PD-R, required by the City of Alachua Land Development Regulation Section 2.4.3, an application to rezone the Property from Agricultural ("A") and Agricultural ("A") (Alachua County) to Planned Development – Residential ("PD-R") has been filed with the City;

WHEREAS, the Planning & Zoning Board, serving as the Local Planning Agency ("LPA"), recommended approval of the proposed rezoning from Agricultural ("A") to Planned Development – Residential ("PD-R") at a quasi-judicial public hearing held on July 12, 2022;

WHEREAS, the City Commission held the first of two required quasi-judicial public hearings on July 25, 2022, to consider the proposed rezoning of the Property pursuant to Ordinance Number 22-19;

WHEREAS, the City and the Owner/Developer desire to proceed to the second and final reading on the proposed rezoning of the Property pursuant to Ordinance Number 22-19;

WHEREAS, concurrent with the second and final reading of the proposed rezoning for the Property, a PD Agreement and a PD Master Plan are required to be approved;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree as follows:

1. The above RECITALS are true and correct and incorporated as material portions of this PD Agreement by reference.
2. The Owner/Developer shall plan and construct, at the Owner/Developer's sole expense, the Project according to the specifications set forth in the City's LDRs; Ordinance Number 22-19, which is attached hereto as Exhibit "B" and agreed to by the Owner/Developer; and the PD Master Plan documents, which are attached hereto as Exhibit "C."
3. A **Final PD Plan** for the Project (known as a **Preliminary Plat** for single-family detached or attached residential development) must be submitted to the City within one (1) year from the City Commission's approval of this PD Agreement, Ordinance Number 22-19, and the PD Master Plan, for any part or section of the plan for development shown in the PD Master Plan. If a **Final PD Plan** for the Project is not submitted within the required one (1) year period, it shall result in the expiration of the PD-R zone district classification of the Project. If the PD-R zoning expires, the City shall have the right, but not the obligation, in the City's sole discretion, to conduct any hearings necessary to rezone the lands included within the Project to the previous zoning districts of Agricultural ("A").
4. The Owner/Developer shall construct the Project in accordance with its approved PD Master Plan. Deviations from the PD Master Plan that constitute substantial changes as described in Section 2.4.3 of the City's LDRs must be approved in advance by the City Commission.
5. The approval and execution of this PD Agreement does not guarantee the approval of any development permits, including but not limited to a Preliminary Plat, Construction Plans, Final Plat, or a Site Plan for the Project, or for any part or section thereof, for the Owner/Developer or its successors or assigns.

6. Nothing contained in this PD Agreement shall relieve the Owner/Developer, or its successors, assigns, or anyone acting on the Owner/Developer's behalf, from obtaining all local, regional, state, or federal permits or complying with any applicable ordinance, law, rule, or regulation necessary for the development of the Project. In the event that the Owner/Developer, and its contractors, subcontractors, or anyone for whose acts the Owner/Developer or its contractors or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule, or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person, the City, through its City Manager or designee, shall have the right to stop work until appropriate corrective measures are taken, in addition to any other remedies available to the City.
7. The Owner/Developer, or its successors and/or assigns, shall indemnify and hold harmless the City, and its officers, agents, employees, or anyone acting directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in the performance of work, down time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Owner/Developer, or its successors and/or assigns, and its contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Owner/Developer for whose acts the Owner/Developer, or its contractors or subcontractors, may be liable or responsible. The Owner/Developer, or its successors and/or assigns, further agrees that the Owner/Developer, or its successors and/or assigns, shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this PD Agreement, or from responsibility under the indemnification clause contained herein by employment of independent contractors or subcontractors or other entities. The Owner/Developer, or its successors and/or assigns, shall remain liable to the City notwithstanding any attempt by the Owner/Developer, or its successors and/or assigns, to pass any responsibility stated herein to its contractor, subcontractor, or other agent or employee at all times during the existence of this PD Agreement.
8. This PD Agreement shall be recorded in the Public Records of Alachua County, Florida and its terms shall run with the land set forth on attached Exhibit "A", the PD, or the Project. The Owner/Developer shall pay all costs for the recording of this PD Agreement, the PD Master Plan, and Ordinance Number 22-19.
9. The City may, in its sole discretion, withhold any and all inspections, permits, certificates, or approvals for the Project if such action is deemed necessary by

the City to secure the Owner/Developer's compliance with the terms of this PD Agreement, including all documents attached hereto or referenced herein.

10. Except as otherwise provided in this PD Agreement, any notice, request, or approval from either party to the other party must be in writing and sent by certified mail, return receipt requested; overnight delivery with proof of delivery; or by personal delivery. Such notice shall be deemed to have been received when either deposited in the United States Postal Service mailbox, delivered by the United States Postal Service, delivered to the courier, or personally delivered with a signed proof of delivery. For purposes of notice, the Parties and their respective representatives and addresses are:

City:

City of Alachua  
ATTN: Department of Planning & Community Development  
P.O. Box 9  
Alachua, Florida 32616

Owner/Developers:

William and Margaret Kirkland  
PO BOX 1360  
Alachua, FL 32616

11. This PD Agreement shall be binding on the Owner/Developer and its successors, assigns and anyone acting on behalf of the Owner/Developer or its successors or assigns. The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this PD Agreement.
12. If any section, sentence, clause, phrase, or provision of this PD Agreement is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this PD Agreement, and the remainder of the PD Agreement after the exclusions of such part or parts shall be deemed to be valid.
13. The failure of any of the Parties to exercise any right in this PD Agreement shall not constitute a waiver of such right in the event of any future default or noncompliance with it.
14. This PD Agreement is entered into by the City pursuant to the City's home rule powers, including police powers, as set forth in the Florida Constitution and the laws of the State of Florida to regulate the development of land. The City

and the Owner/Developer expressly acknowledge and agree that this PD Agreement constitutes a regulatory document, and nothing herein, expressed or implied, is intended or shall be construed as establishing a contract upon which a cause of action for breach, monetary damages, or otherwise may be based. Further, no term or condition of this PD Agreement shall be construed as to proscribe, limit, or affect the ability of the City to enforce its Comprehensive Plan, its Land Development Regulations, or any other authority granted by law with respect to The Project, and nothing herein, expressed or implied, contracts away any of the City's police powers, regulatory authority, and/or immunities.


15. The Parties may amend this PD Agreement only by mutual written agreement of the Parties and including the City Commission.
16. This PD Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have contributed to the preparation of this PD Agreement and have had the opportunity to consult with legal counsel before signing it.
17. The Owner/Developer agrees that the terms and requirements of this PD Agreement, PD Master Plan, and Ordinance Number 22-19 do not inordinately burden the Property described in Exhibit "A", the PD, or the Project.
18. This PD Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.
19. In the event of any question or dispute arising out of or related to this PD Agreement or action to interpret this PD Agreement, the Owner/Developer shall exhaust any and all administrative remedies under the City's Land Development Regulations. Thereafter, Owner/Developer's remedies in filing a lawsuit shall be limited solely to an action for declaratory judgment. In no event shall Owner/Developer have any cause of action for monetary damages against the City for any question or dispute arising out of or related to this PD Agreement or any action to interpret this PD Agreement, and nothing herein, expressed or implied, waives or should be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida.
20. This PD Agreement is governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this PD Agreement shall be in the Circuit Court of Alachua County, Florida.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

OWNER/DEVELOPER:

William Kirkland

  
Robert HARTLEY  
(NAME)

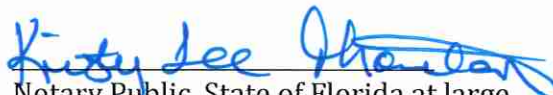
By: William Kirkland

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept  
2022 by William Kirkland, who is personally known to me or who has produced  
FL DL as identification, and who took an oath.

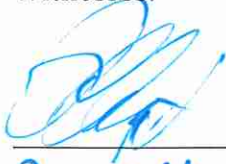


KRISTY LEE THORNTON  
Commission # HH 230653  
Expires March 17, 2026

  
Notary Public, State of Florida at large  
Commission No.:  
Commission Expiration:

**SIGNATURES CONTINUE ON NEXT PAGE**

Witnesses:

  
Robert HARTLEY  
(NAME)

OWNER/DEVELOPER:

Margaret Kirkland

By: 

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 15 day of Sept  
2020 by Margaret Kirkland who is personally known to me or who has produced  
FL DL as identification, and who took an oath.

(SEAL)



KRISTY LEE THORNTON  
Commission # HH 230653  
Expires March 17, 2026

  
Notary Public, State of Florida at large

Commission No.:

Commission Expiration:

**SIGNATURES CONTINUE ON NEXT PAGE**

Attest:

CITY OF ALACHUA

\_\_\_\_\_  
Mike DaRoza  
City Manager/Clerk

By: \_\_\_\_\_  
Gib Coerper, Mayor

Approved as to Form:

\_\_\_\_\_  
Marian B. Rush, City Attorney

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification, and who took an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida at large  
Commission No.:  
Commission Expiration:

## EXHIBIT "A"

Tax Parcel Numbers 03924-000-000, 03865-000-000 and 03917-200-002

### LEGAL DESCRIPTION:

#### Legal Description

Commence at a point South of the Seaboard Air Line Railroad in Lot One (1) of Section Twenty-two (22) Township Eight (8) South Range Eighteen (18) East, where the East line of the William Garvin Grant intersects the Right-of-way, run Southwest along the Grant line to where Subdivision line intersects the Right-of-way of the Atlantic Coast Line Railroad, thence Northeast along the Right-of-way 1109 feet; thence North 1074 feet to beginning. Lying and being in Section Twenty-two (22), Township Eight (8) South, Range Eighteen (18) East; and containing 9 acres, more or less.

Also, all that part of Lots Ten (10) and Eleven (11) South of the Seaboard Air Line Railroad in the William Garvin Grant, containing 40 acres, more or less. According to the plat of J.C. Sheffield's Subdivision of the South 600 acres of the said Garvin Grant, as recorded in Plat Book "A", Page 60 of the Public Records of Alachua County, Florida.

Also, Lots One (1) and Two (2) of Block Two (2); and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Block Three (3) of Alachua Realty Company's Subdivision of a part of Lot One (1) of Section Twenty-two (22) Township Eight (8) South, Range Eighteen (18) East, according to a survey made by A.W. Taylor and recorded in Plat Book "A" page 106 of the public Records of Alachua County, Florida.

Together with:

A parcel of land lying in Section 22, Township 8 South, Range 18 East, Alachua County, Florida, being that portion of the lands described in Official Records Book 1895, page 2500 of the Public Records of said Alachua County, Florida, lying West of the northerly extension of the West line of a 40 foot wide platted right-of-way as shown on the plat of "Alachua Realty Company Subdivision" as per plat thereof recorded in Plat Book "A", Page 106 of said Public Records, Less an portion lying within the Maintained Right of Way of County Road No. 2054 (Peggy Road) and being more particularly describes as follows:

Commence at a 5/8" rebar and cap (LB 2903) at the northwest corner of Lot 1, Block 2 of said "Alachua Realty Company Subdivision" and the southwest corner of said lands described in Official Records Book 1895, page 2500 for the Point of Beginning; thence run North 02°08'31" West, along the West line of said lands, a distance of 83.27 feet to a 5/8" rebar (no identification) on the southerly Maintained Right of Way Line of said Peggy Road; thence run North 59°29'24" East, along said southerly Maintained Right of Way Line, a distance of 234.80 feet to a 5/8" rebar and cap (PSM 6602) at the intersection with said northerly extension of the West line of a platted 40 foot Right of Way as shown on said "Alachua Realty Company Subdivision"; thence run South 02°08'31" East, along said northerly extension, a distance of 78.43 feet to a 3/4" iron pipe (no identification) at the northeast corner of said Lot 1, Block 2, lying on the South line of the former CSX Transportation, Inc.'s Operating Property, and on the South line of said lands described in Official Records Book 1895, page 2500; thence run South 58°27'44" West, along the North line of said Lot 1, Block 2, and the South lines of said former CSX Property and said lands, a distance of 237.13 feet to the Point of Beginning.

Together with:

A portion of a 40' Road Right-of-Way as shown on the plat of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of Lot 1, Block 3 of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida and run thence West, along the north line of Lots 1 and 2 of said Block 3 and along the south Right-of-Way line of a 40 foot wide road Right-of-Way, 415 feet to the northwest corner of said Lot 2 of Block 3; thence North, 40 feet to the southwest corner of Lot 2 of Block 2 of said "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E"; thence East, along the south line of Lots 2 and 1 of said Block 2 and along the north Right-of-Way line of said 40 foot wide road Right-of-Way, 415 feet to the southeast corner of said Lot 1 of Block 2; thence South, 40 feet to the Point of Beginning.

PLANNED DEVELOPMENT AGREEMENT  
FOR PEGGY ROAD PLANNED DEVELOPMENT PD-R PROJECT

## **EXHIBIT “B”**

**[EXECUTED/SIGNED ORDINANCE 22-19]**

**ORDINANCE 22-19**

**AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS; AMENDING THE OFFICIAL ZONING ATLAS FROM AGRICULTURAL (“A”) AND AGRICULTURAL (“A”)(ALACHUA COUNTY) TO PLANNED DEVELOPMENT – RESIDENTIAL (“PD-R”) ON APPROXIMATELY 51.7; LOCATED SOUTH OF PEGGY ROAD AND LEGACY PARK, EAST OF INTERSTATE – 75, NORTH OF THE CSX RAILWAY RIGHT-OF-WAY; TAX PARCEL NUMBERS 03924-000-000, 03865-000-000, AND 03917-200-002; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, an application for a Site-Specific Amendment to the Official Zoning Atlas (“Amendment”), as described below, has been filed with the City by William and Margaret Kirkland (“Owners”); and

**WHEREAS**, the Owners desire to obtain approval for a Planned Development (“PD”) in the City known as Peggy Road Planned Development (“PD-R” or “Project”); and

**WHEREAS**, the Owner wishes to construct the Project, consisting of a maximum of 155 residential units on the subject property, the legal description for which is attached hereto as Exhibit “A” and is herein referred to as the “Property”; and

**WHEREAS**, the City advertised a public hearing to be held before the Planning and Zoning Board, sitting as the Local Planning Agency (“LPA”), on June 30, 2022; and

**WHEREAS**, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on July 12, 2022, and the LPA reviewed and considered all comments received during the public hearing concerning the proposed Amendment and made its recommendation to the City Commission; and

**WHEREAS**, the City advertised public hearings to be held before the City Commission on July 14, 2022 and on September 15, 2022; and

**WHEREAS**, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on August 8, 2022, and September 26, 2022, and provided for and received public participation at both public hearings; and

**WHEREAS**, the City Commission has determined and found the proposed Amendment to be consistent with the City’s Comprehensive Plan and the City’s Land Development Regulations (“LDRs”); and

**WHEREAS**, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.**

**Section 1. Findings of Fact and Conclusions of Law**

1. The above recitals are true and correct and are incorporated herein by reference.
2. The proposed Amendment is in compliance with the City's LDRs.
3. The proposed Amendment will not cause a reduction in the adopted level of service standards for transportation, water, sewer, waste, stormwater, recreation, and public schools.

**Section 2. Official Zoning Atlas Amended**

The Official Zoning Atlas is hereby amended from Agricultural ("A") and Agricultural ("A")(Alachua County) to Planned Development-Residential ("PD-R") for Tax Parcel Numbers 03924-000-000, 03865-000-000 and 03917-200-002 ("Property"), in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto and incorporated herein.

**Section 3. Development Parameters**

The development shall consist of single-family residential development, and common area/stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

1. The development shall consist of single-family detached, single family attached, community recreation, and stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

Maximum Development Area & Density/ Intensity	Allowable Uses <sup>1</sup>	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Development Area 'Residential Lot Area'  8 du/acre	Single Family Detached Residential on Platted Lots, Stormwater Drainage Areas	155 dwelling units	±21	<i>Minimum Lot Area</i> 5,500 square feet  <i>Minimum Lot Width</i> 50 feet  <i>Setbacks</i> Front (Primary) = 20' Side = 5' Rear=15'	±40.00%

Maximum Development Area & Density/Intensity	Allowable Uses <sup>1</sup>	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Development Area 'Common Area/Stormwater/Open Space' 0 du/acre	Active and Passive Recreation, Landscaping, Utilities, Stormwater Management Facilities	NA	±25	Stormwater Management Facilities  5' from property lines  Pedestrian Trails (Paved or Unpaved)  7.5' from property lines	±48%
Development Area 'Right-of-Way' 0 du/acre	Roadways, Utilities, Parking, Driveways, Bicycle & Pedestrian Pathways, Signage, and Supportive Infrastructure Improvements	N/A	±6	Streets  Minimum Right-of-Way Width - 50 feet  Minimum Wearing Surface - 24 feet  FDOT Type F Curb and Gutter  5' minimum sidewalk on both sides of all streets	±12%

- The Project shall be developed in one or more phases. The Planned Development Ordinance and Agreement shall be valid for 10 years from the date of final approval by City Commission.
- The applicant shall provide a listed species and habitat survey as part of any Final PD Plan for the Project. The survey shall document if any listed species are observed on the Property. If a listed species is observed on the Property, the updated survey shall provide recommendations to address potential impacts to the listed species and to identify any permitting requirements of any local, State, or Federal governmental agencies. Any submitted listed species and habitat survey shall be acceptable to the City for a period of no more than three years from the original date of the survey.
- If any wetlands are identified on the Property described in Exhibit "A", such areas shall be field-delineated using professionally accepted methodology. All development in and/or near wetland areas shall be consistent with the City's Comprehensive Plan and in compliance with the City's LDRs, as may be amended from time to time, and shall grant conservation easements or other appropriate protective mechanisms, as determined by the City, to protect wetland areas. Any submitted wetlands delineation shall be acceptable to the City for a period of no more than three years from the original date of the delineation.

5. All Final PD Plans shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, as it may be amended from time to time, including, but not limited to those Goals, Objectives, and Policies related to the eradication of invasive exotic plant species.
6. The Owner, or its successors and/or assigns, shall, concurrent with development of the Project, remove and destroy all Category I and II exotic plant species, as published in the most current version of the Florida Exotic Plant Council's List of Invasive Plant Species, located on the Property described in Exhibit "A". Thereafter, the Owner, or its successors and/or assigns, shall assure long-term implementation of an exotic plants management plan approved with the new final development order and which shall be included in covenants and restrictions to be implemented by a properly structured property owner's association or other mechanism acceptable to the City.
7. The planting of any species identified in the most current version of the Florida Exotic Pest Plant Council's List of Invasive Plant Species shall be prohibited. Grasses and sods shall be certified free of noxious weeds by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry.
8. The Owner, or its successors and/or assigns, shall utilize methods of minimizing impacts, such as appropriate Best Management Practices of the Suwannee River Water Management District, in order to reduce the potential for flash flooding, to avoid adverse impacts to water quality, and to incorporate existing drainage patterns to the greatest extent practicable. Upon approval from the City of Alachua and the Suwannee River Water Management District, enhancements may be permitted to the existing, natural conveyance system to mitigate for existing erosion and sedimentation, restoration of historical erosion and sedimentation damage, and preventing future adverse erosion and sedimentation.
9. A Final PD Plan consists of development requiring Preliminary Plat (single family detached on platted lots) review. The Owner, or its successors and/or assigns, shall submit a utility system plan as part of the Construction Plans for the proposed subdivision or site plan.
10. Development on the Property described in Exhibit "A" shall be consistent with PD Master Plan for the Project, and includes the following requirements:
  - a. The ingress/egress points to the Property described in Exhibit "A" shall be located as depicted on the PD Master Plan. The design of all proposed roadways shall be consistent with the applicable standards of Article 7 of the City's LDRs and the City's Design and Construction Requirements (latest edition at the time of review of Construction Plans) and the PD Master Plan drawing. The design of the proposed roadway shall be reviewed and approved as part of Construction Plans submitted for the subdivision review process, as further defined in Section 2.4.10 of the City's LDRs. Shifts of less than 50' shall be permitted as minor deviations from the approved PD Master Plan per Section 2.4.3 (D)(8) of the City's LDRs.
  - b. The Owner, or its successors and/or assigns, shall design, obtain all applicable permits, and construct a stormwater management system necessary to serve the development. Stormwater management facilities shall be constructed concurrent with development of the Project. Sufficient stormwater capacity consistent with Section 6.9.3 of the City's LDRs must be provided concurrent with site improvements of the Project. On-site soil shall be appropriately prepared so as to alleviate any drainage issues.
  - c. Utilities shall be extended throughout the Project within areas designated as public right-of-ways, where practical. Utility infrastructure which must run outside the right-of-way, and which will be

maintained by the City, shall be located in easements approved and accepted by the City granting access and maintenance of such infrastructure.

- d. The Owner, or its successors and/or assigns, shall be responsible for the provision of infrastructure for the Project. This shall include all on-site improvements and off-site improvements, including transportation infrastructure improvements, deemed necessary to support the development by the City in the City's sole discretion. Offsite improvements, including transportation infrastructure improvements deemed necessary by the City, shall be consistent with City's Comprehensive Plan and Land Development Regulations in existence at the time of the proposed development requiring the infrastructure, and shall be supported by appropriate data and analysis that identifies a specific impact from the proposed development. If offsite improvements are required by the City, it shall be limited to the areas or infrastructure impacted by the proposed development. The data and analysis used to justify the requirement for offsite improvements will be provided by traffic study data, reports, or other infrastructure analysis that identifies the development's impact on the affected infrastructure, and determines a reasonable proportional impact from the proposed development. The data and analysis will be provided by the Developer and reviewed by the City. The Developers shall pay for any consultants or experts the City deems necessary to review the data and analysis provided by the Developer.
  - e. Facilities constructed on-site that are not dedicated to the City for maintenance shall be the responsibility of a legally established property owners' association. The property owners' association shall have the responsibility of maintenance of all common areas. In the event that common areas and required open space areas, as mandated by Sections 6.7.6, 6.9.3(E)(2), and 7.8.1 of the City's LDRs, or any amendments thereto, are not owned by a property owner's association, such areas shall be burdened by an easement that requires a property owner's association or another entity approved by the City to maintain such areas, and that restricts such areas in accordance with the City's requirements for such areas.
11. Electric System Requirements:
- a. The Owner, or its successors and/or assigns, shall be responsible for all costs associated with connection to the electric system of the electric service provider as necessary to serve the Project.
12. Water System Requirements:
- a. The Owner, or its successors and/or assigns, shall be responsible for all costs associated with connection to the City's potable water system as necessary to serve the Project.
  - b. Water systems shall be designed to provide fire flow rates that conform to the current standards of the Florida Fire Prevention Code, Chapter 633, Florida Statutes, and the Florida Building Code.
13. Wastewater System Requirements:
- a. The Owner, or its successors and/or assigns, shall be responsible to design, permit, and construct wastewater main extensions and any other improvements, including but not limited to any lift station required and necessary to serve the Project.
14. Pedestrian and Street Improvements:

- a. The Owner, or its successors and/or assigns, shall be responsible to design, obtain all applicable permits, and construct all pedestrian and street improvements in accordance with Section 7.3, *Required Improvements*, Section 7.2.3, *Block Standards*, and any other pertinent section of the City's LDRs subject to the following:
  - i. Block lengths may exceed 600 feet when all of the following conditions are met:
    1. An easement or common area permitting pedestrian access through blocks longer than 600 feet is provided. This easement or common area shall be a minimum of 20 feet in width and recorded in the Public Records of Alachua County.
    2. Where these means of pedestrian access intersect with any rights-of-way, a pedestrian crossing shall be provided across the right-of-way that includes one or more of the following elements intended to serve as traffic calming and clearly delineate pedestrian space: change in materials, bulb-outs, or a raised pedestrian crossing.
    3. Any easement intended for pedestrian access through a block shall be improved with concrete, brick pavers, asphalt or similar hard material.
    4. In no instance, shall a block length or length of travel through an easement exceed 1000 feet.
  - ii. Pavement widths may not be less than 24 feet.
  - iii. A minimum 5 foot wide sidewalk shall be provided on both sides of all public streets.
15. If a roadway improvement is required by Alachua County as part of its review process, the applicant shall include a crosswalk across Peggy Road and 50' of sidewalk on either side of the crosswalk landing on the north side of Peggy Road. Alternatively to extending sidewalk along Peggy Road 50' in both directions, a connection to the internal sidewalk system at Hal Brady Recreation Complex/ Legacy Park may be made.
16. The Owner, or its successors and/or assigns, shall submit a landscaping and buffering plan as part of any Final PD Plan. The landscaping and buffering plan shall meet the requirements established by the adopted PD Master Plan, Section 6.2.2, Landscaping Standards or Section 6.3, Fencing Standards, of the City's LDRs, or any amendments thereto.
17. The Owner, or its successors and/or assigns, shall submit an open space plan as part of any new Final PD Plan. The open space plan shall meet the minimum requirements established by Section 6.7, *Open Space Standards*, of the City's LDRs, or any amendments thereto.
18. Open spaces and conservation areas shall account for a minimum of ten percent (10%) of the complete project.
19. The Owner, or its successors and/or assigns, shall obtain all applicable permits from the Suwannee River Water Management District, Alachua County Public Works, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Commission, and any other Federal, State, or Local agency before the commencement of any development in the Project.
20. The Final PD Plan shall be a Preliminary Plat for single-family detached, the City's Comprehensive Plan, and the City's LDRs. The Final PD Plan shall also adhere to all requirements of the PD Master Plan and the PD Agreement for this Project.

21. Any Final PD Plan shall include the exact number of residential dwelling units, as well as precise information regarding the layout of open space, circulation, and stormwater management.
22. A valid Planned Development Agreement shall be adopted concurrent with the approval of this ordinance and the PD Master Plan.
23. The development parameters defined herein do not inordinately burden the development of the Property described in Exhibit "A", the PD, or the Project.
24. The rezoning of the Property described in Exhibit "A" does not reserve concurrency for the Project.
25. The adoption of this Ordinance does not guarantee the approval of any development permits, including but not limited to, a Preliminary Plat, Construction Plans, Site Plan or a Final Plat for the Project, or for any part or section thereof, for the Owner/Developer or its successors or assigns.
26. All development, including but not limited to any Final PD Plan for the Project, shall be governed by the laws, regulations, comprehensive plan and ordinances in effect at the time of the specific proposed development, and not as of the date of this ordinance.

#### **Section 4. Ordinance to be Construed Liberally**

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of Alachua, Florida.

#### **Section 5. Repealing Clause**

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

#### **Section 6. Providing for Severability**

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

#### **Section 7. Effective Date**

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

**PASSED** on first reading on the 8th day of August , 2022.

**PASSED** and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this 26<sup>th</sup> day of September, 2022.

(Signatures next page)

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

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Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

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Mike DaRoza , City Manager/Clerk

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Marian B. Rush, City Attorney

## EXHIBIT "A"

Tax Parcel Numbers 03924-000-000, 03865-000-000 and 03917-200-002

### LEGAL DESCRIPTION:

#### Legal Description

Commence at a point South of the Seaboard Air Line Railroad in Lot One (1) of Section Twenty-two (22) Township Eight (8) South Range Eighteen (18) East, where the East line of the William Garvin Grant intersects the Right-of-way, run Southwest along the Grant line to where Subdivision line intersects the Right-of-way of the Atlantic Coast Line Railroad, thence Northeast along the Right-of-way 1109 feet; thence North 1074 feet to beginning. Lying and being in Section Twenty-two (22), Township Eight (8) South, Range Eighteen (18) East; and containing 9 acres, more or less.

Also, all that part of Lots Ten (10) and Eleven (11) South of the Seaboard Air Line Railroad in the William Garvin Grant, containing 40 acres, more or less. According to the plat of J.C. Sheffield's Subdivision of the South 600 acres of the said Garvin Grant, as recorded in Plat Book "A", Page 60 of the Public Records of Alachua County, Florida.

Also, Lots One (1) and Two (2) of Block Two (2); and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Block Three (3) of Alachua Realty Company's Subdivision of a part of Lot One (1) of Section Twenty-two (22) Township Eight (8) South, Range Eighteen (18) East, according to a survey made by A.W. Taylor and recorded in Plat Book "A" page 106 of the public Records of Alachua County, Florida.

Together with:

A parcel of land lying in Section 22, Township 8 South, Range 18 East, Alachua County, Florida, being that portion of the lands described in Official Records Book 1895, page 2500 of the Public Records of said Alachua County, Florida, lying West of the northerly extension of the West line of a 40 foot wide platted right-of-way as shown on the plat of "Alachua Realty Company Subdivision" as per plat thereof recorded in Plat Book "A", Page 106 of said Public Records, Less an portion lying within the Maintained Right of Way of County Road No. 2054 (Peggy Road) and being more particularly describes as follows:

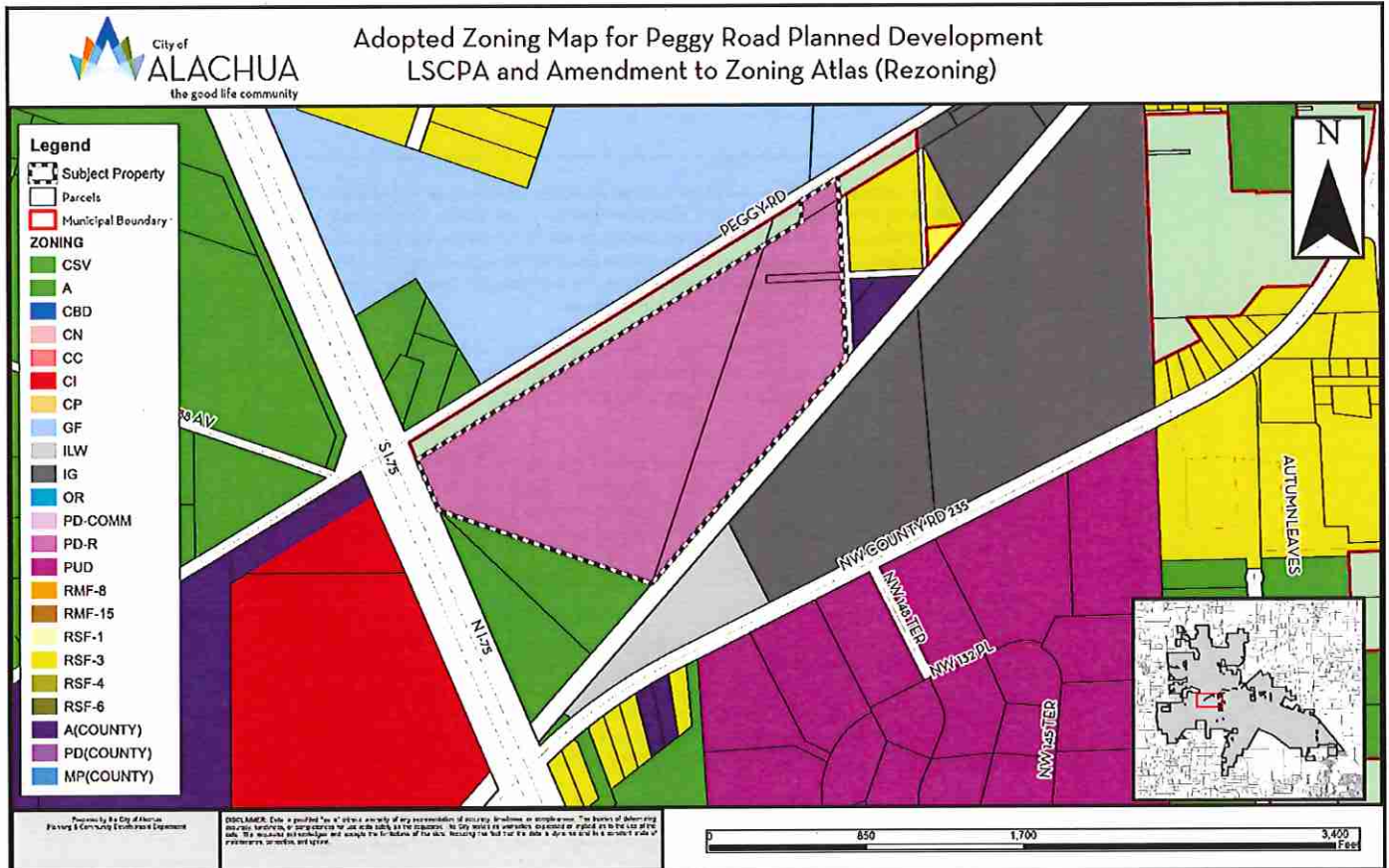
Commence at a 5/8" rebar and cap (LB 2903) at the northwest corner of Lot 1, Block 2 of said "Alachua Realty Company Subdivision" and the southwest corner of said lands described in Official Records Book 1895, page 2500 for the Point of Beginning; thence run North 02°08'31" West, along the West line of said lands, a distance of 83.27 feet to a 5/8" rebar (no identification) on the southerly Maintained Right of Way Line of said Peggy Road; thence run North 59°29'24" East, along said southerly Maintained Right of Way Line, a distance of 234.80 feet to a 5/8" rebar and cap (PSM 6602) at the intersection with said northerly extension of the West line of a platted 40 foot Right of Way as shown on said "Alachua Realty Company Subdivision"; thence run South 02°08'31" East, along said northerly extension, a distance of 78.43 feet to a 3/4" iron pipe (no identification) at the northeast corner of said Lot 1, Block 2, lying on the South line of the former CSX Transportation, Inc.'s Operating Property, and on the South line of said lands described in Official Records Book 1895, page 2500; thence run South 58°27'44" West, along the North line of said Lot 1, Block 2, and the South lines of said former CSX Property and said lands, a distance of 237.13 feet to the Point of Beginning.

Together with:

A portion of a 40' Road Right-of-Way as shown on the plat of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida; being more particularly described as follows:

Begin at the northeast corner of Lot 1, Block 3 of "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E", recorded in Plat Book "A", page 106 of the Public Records of Alachua County, Florida and run thence West, along the north line of Lots 1 and 2 of said Block 3 and along the south Right-of-Way line of a 40 foot wide road Right-of-Way, 415 feet to the northwest corner of said Lot 2 of Block 3; thence North, 40 feet to the southwest corner of Lot 2 of Block 2 of said "Alachua Realty Co Subdivision of a Part of Lot 1 of Sec' 22, Tp 8 S, R 18 E"; thence East, along the south line of Lots 2 and 1 of said Block 2 and along the north Right-of-Way line of said 40 foot wide road Right-of-Way, 415 feet to the southeast corner of said Lot 1 of Block 2; thence South, 40 feet to the Point of Beginning.

## EXHIBIT "B"



## **EXHIBIT "C"**

PD MASTER PLAN TO BE INSERTED

PLANNED DEVELOPMENT AGREEMENT  
FOR PEGGY ROAD PLANNED DEVELOPMENT PD-R PROJECT





# ROADWAYS & TRANSPORTATION

The affected roadways are Segments 14, 8, & 17. The tables below indicate that the proposed development will not negatively impact the adopted Level of Service (LOS).

ITE CODE	UNITS	DESCRIPTION	RATE	DAILY TRIPS (ADT)
310	159	Single Family	0.53/UNIT	1,400
ITE CODE	UNITS	DESCRIPTION	RATE	PER PEAK-HOUR STREET TRAFFIC
310	159	Single Family	0.34/UNIT	140

1. Source: City of Alachua Public Services Department, May 2022

2. Single Family Calculations: 250 Gallons per day x 150 = 38,750 GPD

**MAXIMUM PD DEVELOPMENT SCENARIO - ADT & PM PEAK**

• 146 PM PEAK

Affected Roadway Segments (Above 5% MOV)

• Segment 14 - CR 235A From NW 1427 Road to US 441

• Segment 8 - CR 235A From NW 1427 Road to US 441

• Segment 17 - CR 235A From US 441 to CR 235

Trip Distribution on Affected Roadway Segments

• 100% Distribution on CR 235 (146 PM Peak)

• 70% Distribution on CR 235 Segment 8 (11,023 ADT, 102 PM Peak)

• 30% Distribution on CR 235A Segment 17 (1,400 ADT, 44 PM Peak)

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235A Segment 14

Maximum Service Volume

11,100

Existing Traffic and Reserved Turns

1,400

Available Capacity

9,700

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235A Segment 14

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235A Segment 17

Maximum Service Volume

10,170

Existing Traffic and Reserved Turns

544

Available Capacity

9,626

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235A Segment 17

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235A Segment 8

Maximum Service Volume

14,400

Existing Traffic and Reserved Turns

9,400

Available Capacity

5,000

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

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Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

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Available Capacity

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Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

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Available Capacity

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Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

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Available Capacity

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Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

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Existing Traffic and Reserved Turns

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Existing Traffic and Reserved Turns

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Level of Service Analysis / Affected Roadway Segments (ADT)

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Level of Service Analysis / Affected Roadway Segments (PM PEAK)

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Level of Service Analysis / Affected Roadway Segments (ADT)

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Maximum Service Volume

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Existing Traffic and Reserved Turns

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Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

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Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

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Available Capacity

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Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

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Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

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Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (PM PEAK)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200

Existing Traffic and Reserved Turns

44

Available Capacity

1,156

Level of Service Analysis / Affected Roadway Segments (ADT)

Traffic System Category

CR 235 Segment 8

Maximum Service Volume

1,200



NORTH  
SCALE: 1" = 150'

[illegible]

Project No. 99-011

Project photo:

## ZONING

PEGGY ROAD PD  
CITY OF ALACHUA,  
FLORIDA

**Abstract**

EXISTING CONDITIONS: MAP

Designed: JK	Sheet No:
Drawing: LIND	P300
Checked: TAYL	
Date: 06/06/22	

