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July 31, 2017

Mr. Justin Tabor, AICP, Principal Planner  
City of Alachua Planning & Zoning Department  
15100 N.W. 142<sup>nd</sup> Terrace  
Alachua, FL 32615

RE: Alachua West Executed PD Agreement

Dear Justin:

Enclosed, please find the original PD Agreement executed by the Property Owner. Please let me know if you have any questions or require additional information. I may be reached at the number above, or at [khattaway@poulosandbennett.com](mailto:khattaway@poulosandbennett.com).

Sincerely,

A handwritten signature in cursive script that reads "K. Hattaway".

Kathy Hattaway  
Planning Group Leader

Enclosures:

## **PLANNED DEVELOPMENT AGREEMENT FOR ALACHUA WEST (2017) PD-R PROJECT**

THIS PLANNED DEVELOPMENT AGREEMENT ("PD Agreement") is made as of August 14, 2017, by and between the **CITY OF ALACHUA, FLORIDA** ("City"), a political subdivision of the State of Florida, and **M3 ALACHUA LLC**, a Florida corporation, its 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 **Alachua West (2017) Planned Development – Residential ("PD-R" or "Project")**, which is proposed to consist of ±35.82 acres;

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

WHEREAS, as part of the approval process for the PD-R, an application to rezone the Property from Residential Multiple Family – 8 ("RMF-8") 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 Residential Multiple Family – 8 ("RMF-8") to Planned Development – Residential ("PD-R") at a quasi-judicial public hearing held on June 13, 2017;

WHEREAS, the City Commission held the first of two required quasi-judicial public hearings on July 24, 2017, to consider the proposed rezoning of the Property pursuant to Ordinance Number 17-10;

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 17-10;

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 into 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 17-10, 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 residential development or a **Site Plan** for non-residential development) must be submitted to the City within one (1) year from the City Commission's approval of this PD Agreement, Ordinance Number 17-10, 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 a zoning district of Residential Multiple Family - 8 ("RMF-8").
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 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, 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 further agrees that the Owner/Developer 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 shall remain liable to the City notwithstanding any attempt by the Owner/Developer 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. The Owner/Developer shall pay all costs for the recording of this PD Agreement, the PD Master Plan, and Ordinance Number 17-10.
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/Developer:

M3 Alachua LLC  
250 Killarney Drive  
Winter Park, FL 32789

11. 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 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 Alachua County, Florida.
15. 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 and thereafter shall be limited only to 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.

16. 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.
17. The Parties may amend this PD Agreement only by mutual written agreement of the Parties and including the City Commission.
18. 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.
19. The Owner/Developer agrees that the terms and requirements of this PD Agreement, PD Master Plan, and Ordinance Number 17-10 do not inordinately burden the Property described in Exhibit "A."
20. This PD Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

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

Witnesses:

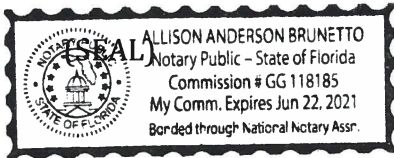
OWNER/DEVELOPER:  
M3 Alachua LLC

Lillian Jarrett  
(NAME)

By: [Signature]  
PDM Newberry Investment LLC the manager of M3 Alachua LLC  
David S. McDaniel Manager  
(NAME) (TITLE)  
of M3 Alachua LLC  
PDM Newberry Investment LLC

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 31 day of July 2017 by David S. McDaniel who is personally known to me or who has produced \_\_\_\_\_ as identification, and who took an oath.



Allison Anderson Brunetto  
Notary Public, State of Florida at large  
Commission No.: GG 118185  
Commission Expiration: June 22, 2021

**SIGNATURES CONTINUE ON NEXT PAGE**

Attest:

CITY OF ALACHUA

Traci L. Gresham

Traci L. Gresham  
City Manager

By: Gib Coerper

Gib Coerper, Mayor

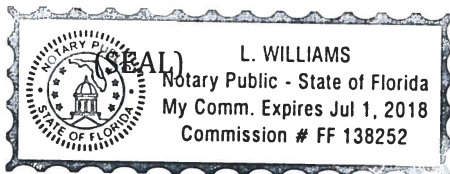
Approved as to Form:

Marian B. Rush

Marian B. Rush, City Attorney

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 14 day of August 2017 by Gib Coerper, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who took an oath.



L. Williams

Notary Public, State of Florida at large  
Commission No. FF 138252  
Commission Expiration: July 1, 2017



## EXHIBIT "A"

A tract of land situated in Sections 8 and 17, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 8, being the northeast corner of Section 17, Township 8 South, Range 18 East, and run S.87°26'55"W., along the section line, a distance of 50.01 Feet to the west right of way line of County Road No. 235-A (100 foot right of way) and the point of beginning; Thence run S.01°45'18"E., along said right of way line, a distance of 571.16 feet to the north right of way line of the former Seaboard Coastline Railroad; Thence run S.57°03'28"W., along said north right of way line, a distance of 1074.22 feet; thence run N.01°54'18"W., parallel with and one foot west of the west right of way line of the 20 foot wide American Telephone and Telegraph Company Easement as described in Official Records Book 415, Page 139 of the Public Records of Alachua County, Florida, a distance of 1114.62 feet to the south line of Section 8; Thence run S.87°26'55"W., along said south line, a distance of 360.41 feet; Thence run N.01°54'18"W., a distance of 611.28 feet to the southwest corner of the lands described in Official Records Book 2918, Page 1475 of said Public Records; Thence run N.87°27'04"E., along the south line of said lands, and along the south line of the lands described in Official Records Book 2241, Page 1384 of said Public Records, a distance of 1283.53 feet to the aforementioned west right of way line of County Road No. 235-A; Thence run S.01°47'55"E., along said right of way line, a distance of 611.24 feet to the point of beginning.

## **EXHIBIT “B”**

**[EXECUTED/SIGNED ORDINANCE 17-10]**

**ORDINANCE 17-10**

**AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS; AMENDING THE OFFICIAL ZONING ATLAS FROM RESIDENTIAL MULTIPLE FAMILY – 8 (“RMF-8”) TO PLANNED DEVELOPMENT – RESIDENTIAL (“PD-R”) ON APPROXIMATELY 35.82 ACRES; LOCATED WEST OF NW 173RD STREET (ALSO KNOWN AS COUNTY ROAD 235A), APPROXIMATELY 1,000 FEET SOUTH OF THE INTERSECTION OF NW US HIGHWAY 441 AND NW 173RD STREET; TAX PARCEL NUMBERS 03042-050-006, 03042-050-007, 03042-052-002, 03042-052-003, 03042-052-004, 03042-052-005, AND 03042-052-006; 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 the M3 Alachua LLC, a Florida corporation (“Owner”); and

**WHEREAS**, the Owner desires to obtain approval for a Planned Development (“PD”) in the City known as Alachua West Planned Development – Residential (“PD-R” or “Project”); and

**WHEREAS**, the Owner wishes to construct the Project, consisting of a 143 lot residential development 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 1, 2017; and

**WHEREAS**, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on June 13, 2017, 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 13, 2017, and on August 3, 2017; and

**WHEREAS**, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on July 24, 2017, and August 14, 2017, 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 Residential Multiple Family – 8 (“RMF-8”) to Planned Development–Residential (“PD-R”) for Tax Parcel Numbers 03042-050-006, 03042-050-007, 03042-052-002, 03042-052-003, 03042-052-004, 03042-052-005, and 03042-052-006 (“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**

1. The development shall consist of single-family residential development, 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	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Single-Family Detached Residential  4 du/acre	Single-Family Residential Dwellings, Detached	143 Dwelling Units	±29.5	<u><b>Single-Family Detached</b></u>  <i>Minimum Lot Area</i> 5,500 square feet  <i>Minimum Lot Width</i> 50 feet  <i>Setbacks</i> Front (Primary) = 20' Front (Secondary) = 15' Side = 5' Rear=15'  <i>Maximum Building Height</i> 35 feet  <i>Maximum Lot Coverage</i> 65%  <i>Collector Street Building Setback</i> 75' from ROW Centerline of CR 235-A  <i>Minimum Living Area</i> 750 square feet (per dwelling unit)	±82%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Open Space (Community Recreation)	Private Parks; Playground Equipment; Sports Courts; and similar amenities and recreational trails	0.50 FAR	±0.50	<i>Minimum Lot Area</i> 5,500 square feet <i>Minimum Lot Width</i> 50 feet <i>Setbacks</i> Front (Primary) = 20' Front (Secondary) = 20' Side = 25' Rear=5' <i>Maximum Building Height</i> 35 feet <i>Maximum Lot Coverage</i> 65%	±1.3%
Stormwater/ Open Space  N/A	N/A	N/A	±5.4	N/A	±15%

2. The Project shall be developed in three (3) phases: Phase 1 shall consist of 50 units and associated infrastructure, stormwater management facilities for the entire project, open space, and recreation uses; Phase 2 shall consist of 53 units and associated infrastructure; and Phase 3 shall consist of 40 units and associated infrastructure. Construction of Phase 1 shall commence within one (1) year of the approval of Construction Plans for the Project. Phase 2 shall commence construction within three (3) years of the approval of Construction Plans for the Project. Phase 3 shall commence construction within five (5) years of the approval of Construction Plans for the Project. The design specifications of all infrastructure necessary to serve the Project (except for any development on the Community Recreation Tract as shown on the PD Master Plan) shall be shown on Construction Plans for the Project. The phasing of the Project shall be a maximum of 5 years.
3. The applicant shall provide an updated listed species and habitat survey as part of each Final PD Plan for the Project. The updated 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.
4. If any wetlands are identified on the Property defined 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.

5. Each Final PD Plan shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, as it may be amended from time to time, 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 defined 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 each 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. If a Final PD Plan consists of development requiring Preliminary Plat review (single-family detached residential development), the Owner, or its successors and/or assigns, shall submit a utility system plan as part of the Construction Plans for the proposed subdivision. If a new Final PD Plan contains non-residential residential development, the Owner, or its successors and/or assigns, shall submit a utility system plan as part of the new Final PD Plan.
10. Development on the Property defined in Exhibit "A" shall include the following requirements:
  - a. The ingress/egress point to the Property defined 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). 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.
  - b. The Owner, or its successors and/or assigns, shall design, permit, 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 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 its sole discretion.
- 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 to connect 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 to connect to the City's potable water 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. The Owner, or its successors and/or assigns, shall submit a landscaping and buffering plan as part of each new Final PD Plan. The landscaping and buffering plan shall meet the requirements established by Section 6.2.2, *Landscaping Standards*, of the City's LDRs, or any amendments thereto. A landscape and buffering plan shall not be required if no landscaping required is required by Section 6.2.2 of the City's LDRs.

15. The Owner, or its successors and/or assigns, shall submit an open space plan as part of each 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.

16. Open spaces and conservation areas shall account for a minimum of ten percent (10%) of the complete project.

17. If a Final PD Plan contains non-residential development, the Owner, or its successors and/or assigns, shall submit a lighting and photometric plan as part of the new Final PD Plan. The lighting and



photometric plan shall meet the requirements established by Section 6.4, *Exterior Lighting Standards*, of the City's LDRs, or any amendments thereto.

18. If a Final PD Plan contains non-residential development, the Owner, or its successors and/or assigns, shall submit a parking plan as part of the new Final PD Plan. The parking plan shall meet the requirements established by Section 6.1, *Off-Street Parking and Loading Standards*, of the City's LDRs, or any amendments thereto.
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. Each Final PD Plan shall be a Preliminary Plat for single-family detached residential development and a Site Plan for non-residential development, and shall adhere to all requirements of this PD Ordinance, the City's Comprehensive Plan, and the City's LDRs. Each new Final PD Plan shall also adhere to all requirements of the PD Master Plan and the PD Agreement for this Project.
21. Each Final PD Plan shall include the exact number of residential dwelling units and the exact intensity (square footage) of non-residential uses, 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 defined in Exhibit "A".
24. The rezoning of the Property defined 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, 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 new Final PD Plans 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 24<sup>th</sup> day of July, 2017.

**PASSED** and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this 14<sup>th</sup> day of August, 2017.

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

---

Gib Coerper, Mayor  
**SEAL**

**ATTEST:**

**APPROVED AS TO FORM**

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Traci L. Gresham, City Manager/Clerk

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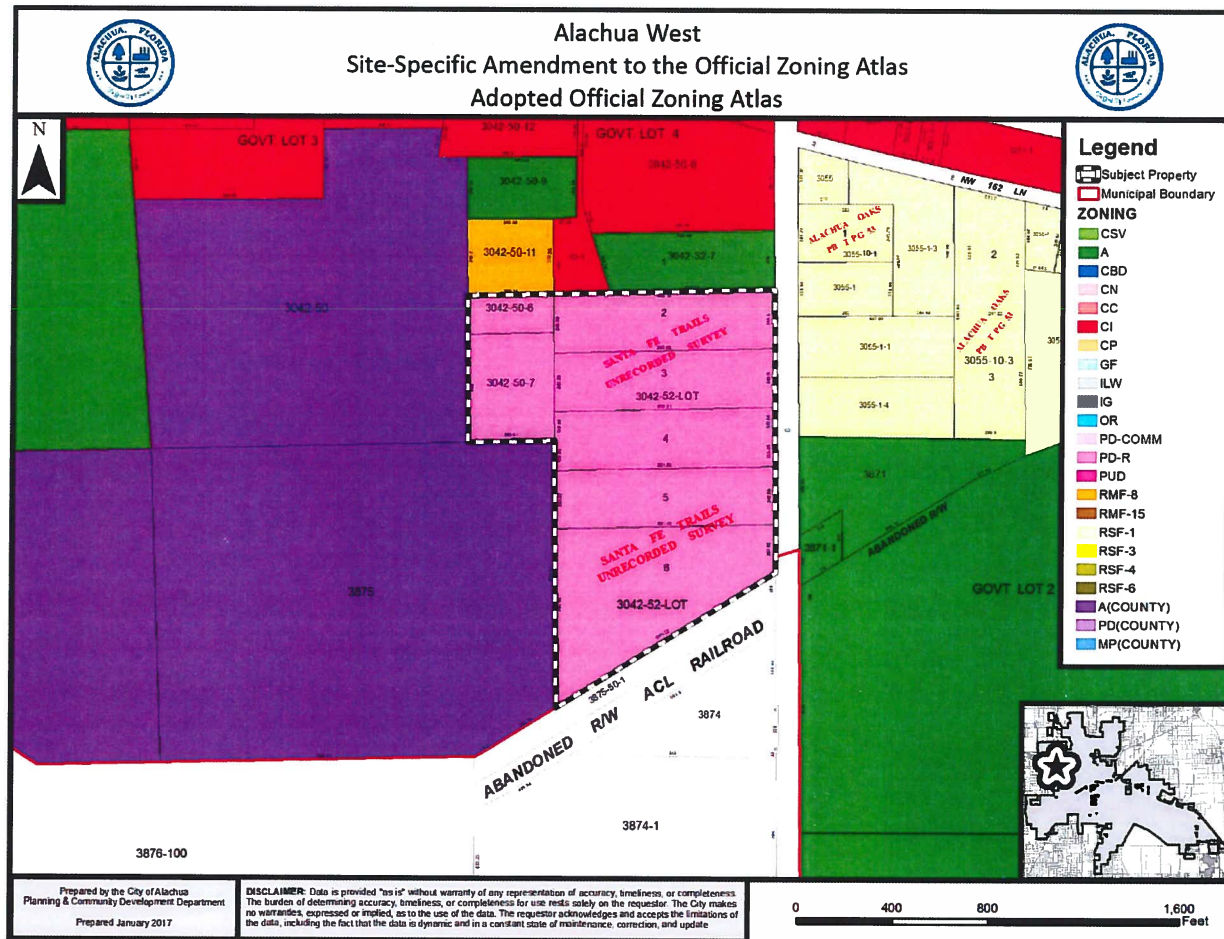
Marian B. Rush, City Attorney

## EXHIBIT "A"

A tract of land situated in Sections 8 and 17, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 8, being the northeast corner of Section 17, Township 8 South, Range 18 East, and run S.87°26'55"W., along the section line, a distance of 50.01 Feet to the west right of way line of County Road No. 235-A (100 foot right of way) and the point of beginning; Thence run S.01°45'18"E., along said right of way line, a distance of 571.16 feet to the north right of way line of the former Seaboard Coastline Railroad; Thence run S.57°03'28"W., along said north right of way line, a distance of 1074.22 feet; thence run N.01°54'18"W., parallel with and one foot west of the west right of way line of the 20 foot wide American Telephone and Telegraph Company Easement as described in Official Records Book 415, Page 139 of the Public Records of Alachua County, Florida, a distance of 1114.62 feet to the south line of Section 8; Thence run S.87°26'55"W., along said south line, a distance of 360.41 feet; Thence run N.01°54'18"W., a distance of 611.28 feet to the southwest corner of the lands described in Official Records Book 2918, Page 1475 of said Public Records; Thence run N.87°27'04"E., along the south line of said lands, and along the south line of the lands described in Official Records Book 2241, Page 1384 of said Public Records, a distance of 1283.53 feet to the aforementioned west right of way line of County Road No. 235-A; Thence run S.01°47'55"E., along said right of way line, a distance of 611.24 feet to the point of beginning.

## EXHIBIT "B"



# **EXHIBIT “C”**

## **[PD MASTER PLAN]**

Master Development Plan  
for  
Alachua West PD-R  
City of Alachua, FL

Legal Description:

A TRACT OF LAND SITUATED IN SECTIONS 8 AND 17, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 8, BEING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 18 EAST, AND RUN S.87°29'55"W., A DISTANCE OF 50.01 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 17, BEING THE WEST RIGHT OF WAY LINE OF THE FORMER STANDARD CONCRETE HIGHWAY, THENCE RUN S.87°29'55"W., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 571.16 FEET TO THE NORTH RIGHT OF WAY LINE OF THE FORMER STANDARD CONCRETE HIGHWAY, THENCE RUN S.87°29'55"W., ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1074.22 FEET; THENCE RUN N.01°50'18"W., PARALLEL WITH AND ADJACENT TO THE SOUTH LINE OF SECTION 8, THENCE RUN E.87°29'55"W., ALONG SAID SOUTH LINE, A DISTANCE OF 380.41 FEET; THENCE RUN N.01°50'18"W., PARALLEL WITH AND ADJACENT TO THE WEST LINE OF SECTION 8, A DISTANCE OF 11.94 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 17, BEING THE WEST RIGHT OF WAY LINE OF THE FORMER STANDARD CONCRETE HIGHWAY, THENCE RUN N.87°27'04"E., ALONG THE SOUTH LINE OF SAID LANDS, AND ALONG THE WEST LINE OF SAID PUBLIC RECORDS, A DISTANCE OF 138.53 FEET TO THE AGREEMENTED WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. 125A, THENCE RUN S.1°47'39"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 81.24 FEET TO THE POINT OF BEGINNING.

Parcel Id. No.:

- 03042-050-006
- 03042-050-007
- 03042-052-002
- 03042-052-003
- 03042-052-004
- 03042-052-005
- 03042-052-006

Owner:

RL Regi Florida, LLC  
700 NW 107th Avenue, Suite 200  
Miami, FL 33172

Sheet Index		Subm./Rev.				
Sheet No.	Description	1	2	3	4	5
1.00	Existing Conditions	■	■	■	■	■
2.00	Master Development Plan	■	■	■	■	■
3.00	Public Facilities Plan	■	■	■	■	■
4.00	Typical Sections & Notes	■	■	■	■	■

Reference Drawings

Sheet	Date	Description
S-1	S-5	Boundary Survey
1	1 31 2017	Submitt To City Of Alachua
2	3 9 2017	Submitt To City Of Alachua
3	3 23 2017	Submitt To City Of Alachua
4	5 18 2017	Submitt To City Of Alachua
5	5 24 2017	Submitt To City Of Alachua



Vicinity Map  
Scale: 1" = 300'

Geotechnical Engineer:  
Universal Engineering Science  
3532 Maggie Blvd.  
Orlando, FL 32811  
407.407.2534  
407.423.3106

Planner / Civil Engineer:  
Poulos & Bennett, LLC  
2602 E. Livingston Street  
Orlando, FL 32803  
407.407.2534

Applicant / Agent:  
Poulos & Bennett, LLC  
2602 E. Livingston Street  
Orlando, FL 32803  
407.407.2534

Environmental:  
McAlpine Environmental Consulting, Inc.  
18312 Corra Boulevard  
Brooksville, FL 34601  
352.585.2033

Surveyor:  
Brinkman Surveying & Mapping, Inc.  
4607 NW 6th Street, Suite C  
Gainesville, FL 32609  
352.374.7707

POULOS & BENNETT  
4625 Hilder Lane, Suite B, Orlando, FL 32814  
Tel: 407.487.2594 www.poulosandbennett.com  
Eng. Bsn. No. 28567  
P&B Job No.: 16-110











## Transportation

Transportation	ITE Land Use	Proposed Units	Proposed Development Impact (per ITE Trip Manual, 9th Ed.)	
			PM Peak Trips	Total Daily Trips
	Single-Family, Detached (200)	143	143	1,261

Roadway Segment	Average Daily Trips (LOS)*	Available Capacity (ADT)*	Peak Hour Trips (LOS)*	Available Capacity (Peak Hr)*	Capacity Remaining (Peak Hr)	Capacity Remaining (Peak Hr)
CR358 (S. of US 441)	14,580	30,300	1,314	899	8,039	756
US 441 Segment 5	35,500	7,300	3,200	519	5,909*	328**

Potable Water, (City of Machias Public Service Department)			
Proposed Units	Potable Water Generation per Unit	Porable Water Generation by Project	Residual Capacity after Project Impacts * (From 997,103 Gallons/Day)
343	275 Gallons/Unit	94,325 Gallons/Day	902,778 Gallons/Day (82,368,000 Gallons/Year)

Sanitary Sewer (City of Asubua Public Services Department)			
Proposed Units	Sanitary Sewer/ Generation per Unit	Sanitary Sewer/ Generation by Project	Residual Capacity after Project Impacts * (From 997,103 Gallons/Day)
143	290 Gallons/Unit	95,750 Gallons/Day	775,943 Gallons/Day (18.72% Capacity)

Solid Waste (City of Anchorage Public Services Department)		
Proposed Units	Population based on rate of 2.6 persons per household *	Solid Waste Generated (0.73 tons per capita per year) **
143	372	271.56

Recreation	Population based on rate of 2.0 persons per ha sold *	Recreation Area needed (\$ 0 Acres/1,000 population) **	Available Recreation Acreage after Project impacts +* (From 20.06 Acres)
143	222		

Projected Student Generation				
Proposed Units	Elementary Students	Middle School Students	High School Students	Total Student Generation
143	22	10	13	45

Available Capacity by School Concurrency Service Area (CSA)			
Total DU Based on Densities from Table 1	Available Capacity by CSA (2017-18) *	Development based on Student Generation	Residual Capacity
Alachua Elementary CSA	249	22	227
Webster Middle CSA	397	10	387
Santa Fe High CSA	367	13	344





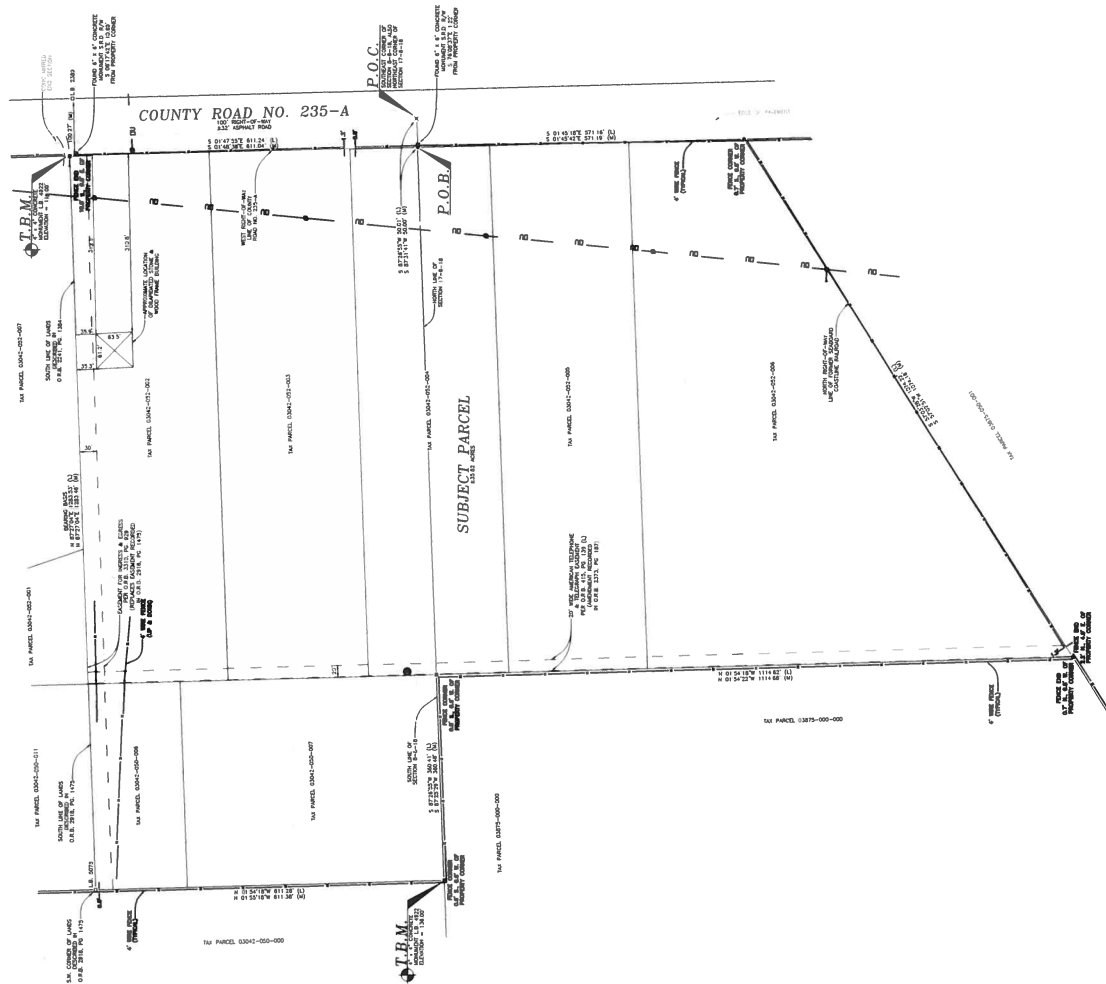
BOULDER, TOPOGRAPHIC & TREE SURVEY  
IN SECTIONS 8 & 17, TOWNSHIP 8 SOUTH, RANGE 18 EAST,  
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

BEARING NOTE  
BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N 87°24'04" E. FOR THE NORTH PROPERTY LINE OF THE SUBJECT PARCEL.

FENCE NOTE

ELEVATION NOTE:  
ELEVATIONS SHOWN HEREIN ARE ROTATED FROM  
D.O.T. BENCHMARK NO. 39 (H&M 1525 D&M)  
EXAMPLE: +187.53 = CONCRETE/PAVEMENT SURF  
                  "      "      " = GROUND SURF

#### TITLE NOTE

[illegible][illegible]

CERTIFIED TO:

**LEGEND:**

- FOUND 5/8" REBAR @ CAP  
S.W. 2547
- SET 1/2" REBAR @ CAP  
L.B. 6874
- FOUND NAIL @ DICK  
L.B. 2369
- FOUND 4" x 4" CONCRETE  
MOMENT L.B. #122
- FOUND 4" x 4" CONCRETE  
MOMENT (AS LABELED)
- FOUND 6" x 8" CONCRETE  
MOMENT S.D. R/W
- BELL SYSTEM MANHOLE  
(A CONCRETE VAULT)
- WOOD UTILITY POLE

#### ABBREVIATIONS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12																																																																																								

CERTIFICATE OF SURVEYOR.

FOUNDER CREDIT: THIS SURVEY DATA SHOWN HEREIN IS A MAJOR SOURCE OF THE DATA USED IN THE CONDUCT OF THE SURVEY. THE SUPERVISOR OF THE SUPERVISION OF THE RECONSTRUCTION PROPERTY, AND IF MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE.

\_\_\_\_\_  
JAMES C. BRIDGEMAN, PSM - FLA. COTR 5592

SHEET 1 OF 5



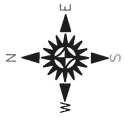
BRINMAN SURVEYING & MAPPING INC.

PHONE: (352) 374-7907	FAX: (352) 374-8757
-----------------------	---------------------

FILED WITH: COMPLETED ON: 9/27/2016 SA:JLH/CH

PREPARED FOR MS DEVELOPMENT, LLC	DRAWING NUMBER 137-016
----------------------------------	---------------------------

IN SECTIONS 8 & 17, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



TAX PARCEL 03042-050-011

TAX PARCEL 03042-052-001

SOUTH LINE OF L  
DESCRIBED IN  
O.R.B. 2241, PG.

S.W. CORNER OF LANDS DESCRIBED IN O.R.B. 2918, PG. 1475

4' WIRE FENCE  
(TYPICAL) —

900-0506

07020

08020

09020

10020

11020

12020

13020

14020

15020

16020

17020

18020

19020

20020

21020

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24020

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28020

29020

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32020

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34020

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37020

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311020

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316020

317020

318020

319020

320020

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376020

377020

378020

379020

380020

381020

382020

383020

384020

385020

38602

4' WIRE FENCE (UP & DOWN)

TAX PARCEL 03042-052-002

**LEGEND:**

- = FOUND 5/8" REBAR @ CAP  
S.B. 20547
- = SET 1/2" REBAR @ CAP  
L.B. 6094
- ✕ = FOUND NAIL & DSK  
L.B. 3205
- = FOUND 4" x 4" CONCRETE  
MONUMENT L.B. 4922
- = FOUND 4" x 4" CONCRETE  
MONUMENT (AS LABELED)
- = FOUND 8" x 8" CONCRETE  
MONUMENT 5 RD. P/W
- = BELL SYSTEM MANHOLE  
(@ CONCRETE VAULT)
- = WOOD UTILITY POLE

TAX PARCEL 03042-050-000

N 01°54'18"W 611.28' (L)  
N 01°55'18"W 611.38' (M)



**T.B.M.**  
4" x 4" CONCRETE  
MONUMENT L.B. 4922  
ELEVATION = 136.00'


SECTION 18-87-1

FENCE CORNER  
0.8' S., 0.6' W. OF  
PROPERTY CORNER

FENCE CORNER  
0.6' S., 0.6' W. OF  
PROPERTY CORNER

**SUBJECT PARCEL**  
±35.82 ACRES

SHEET 2 OF 5

	<b>BRENNEMAN SURVEYING &amp; MAPPING, INC.</b> 4607 W 10TH STREET SUITE C, DALLAS, TX 75209 PHONE (214) 374-7107 FAX (214) 374-8757		DRAWN BY J.C. CHECKED BY J.B.	
	SCALE 1" = 40' DATE 8/24/2016		THE BENCHMARK IN QUALITY ADVANTAGE FIELD WORK COMPLETED ON 8/27/2016	
PREPARED FOR: JAC CONSULTING, LLC		DRAWING NUMBER 1.30-16		



TAX PARCEL 03042-052-007

TAX PARCEL 03042-052-001



**T.B.M.**  
4" x 4" CONCRETE

SOUTH LINE OF LANDS  
DESCRIBED IN  
O.R.B. 2241. PG. 1384

BEARING "BASIS"  
7-27-04 E 1283.53' (2)

FOUND 6" X 6" CONCRETE  
MONUMENT S.R.D. R/W  
S 06°17'42"E 10.69'  
FROM PROPERTY CORNER

TAX PARCEL 03042-052-002

4' WIRE FENCE  
(UP & DOWN)

COUNTY ROAD NO. 235-A

100, RIGHT-OF-WAY  
±32' ASPHALT ROAD

WEST RIGHT-OF-WAY  
LINE OF COUNTY

P.O.C.

SOUTHEAST CORNER OF  
SECTION 8-8-18, ALSO  
NORTHEAST CORNER OF  
SECTION 17-8-18

TAX PARCEL UNIT = 0.00014.

**SUBJECT PARCEL**  
±35.82 ACRES

FOUND 6" X 6" CONCRETE  
MONUMENT S.R.D. R/W  
S 76°08'37"E 1.22'  
FROM PROPERTY CORNER

SHEET 3 OF 5



BRIMAN SURVEYING & MAPPING INC.

4627 HWY 60N STREET SUITE C, GAINESVILLE, FL 32609  
PHONE (352) 374-7707 FAX (352) 374-8757

DATE	SCALE: 1" = 40'	"THE BENCHMARK IN QUALITY SERVICE"	CHECKED
	DATE 9/28/2018		QUANTITY

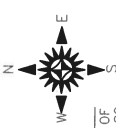
FIELD WORK COMPLETED ON 8/27/2016	SKETCH
-----------------------------------	--------

130-16



BOUNDARY & TOPOGRAPHIC SURVEY

IN SECTIONS 8 & 17, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



P.O.C.

SOUTHEAST CORNER OF SECTION 8, B-18, ALSO NORTHEAST CORNER OF SECTION 17-8-18

FENCE CORNER 0.8' S. 0.6' W. OF PROPERTY CORNER

TAX PARCEL 03042-052-004

SUBJECT PARCEL 35.82 ACRES

NORTH LINE OF SECTION 17-8-18

P.O.B.

S 87°26'55"W 50.01' (L)  
S 87°31'44"W 50.00' (M)

FOUND 6" x 6" CONCRETE MONUMENT S.R.D. R/W S 76°08'37"E 1.22' FROM PROPERTY CORNER

20' WIDE AMERICAN TELEPHONE & TELEGRAPH EASEMENT PER O.R.B. 415, PG. 139 (L) (AMENDMENT RECORDED IN O.R.B. 2373, PG. 187)

TAX PARCEL 03042-052-005

TAX PARCEL 03875-000

TAX PARCEL 03042-052-006

FENCE CORNER 0.7' S. 0.8' W. OF PROPERTY CORNER

WIRE FENCE (TYPICAL)

- ABBREVIATIONS
- A.C. = ASH CROFT
  - A.S. = ASH CROFT
  - B.S. = BURNING
  - C. = CROFT
  - D. = DRAINAGE
  - E. = EASEMENT
  - F. = FENCE
  - G. = GULLY
  - H. = HOLE
  - I. = IRON
  - J. = JAIL
  - K. = KILN
  - L. = LUMBER
  - M. = MOUND
  - N. = NAIL
  - O. = OAK
  - P. = PINE
  - Q. = QUARTZ
  - R. = RAILROAD
  - S. = SAND
  - T. = TANK
  - U. = UPRIVER
  - V. = VALLEY
  - W. = WOOD
  - X. = X-ROAD
  - Y. = YARD
  - Z. = ZONE

SHEET 4 OF 5

**BERNARD SURVEYING & MAPPING, INC.**  
1000 S. W. 10th Ave., Suite 100  
Fort Lauderdale, FL 33311-1000  
Phone: (954) 771-7707 Fax: (954) 771-7707  
Email: info@bernardsurveying.com  
Bernard Surveying & Mapping, Inc.  
1000 S. W. 10th Ave., Suite 100  
Fort Lauderdale, FL 33311-1000  
Phone: (954) 771-7707 Fax: (954) 771-7707  
Email: info@bernardsurveying.com

