

PLANNED DEVELOPMENT AGREEMENT FOR TOLOSA (2019) PD-R PROJECT

THIS PLANNED DEVELOPMENT AGREEMENT ("PD Agreement") is made as of _____, 2019, by and between the **CITY OF ALACHUA, FLORIDA** ("City"), a political subdivision of the State of Florida, and **BENTLEY TIMBER, 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 **Tolosa Planned Development – Residential ("PD-R" or "Project")**, which is proposed to consist of ±50.45 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, an application to rezone the Property from Planned Unit Development ("PUD") 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 Planned Unit Development ("PUD") and Agricultural ("A")(Alachua County) to Planned Development – Residential ("PD-R") at a quasi-judicial public hearing held on May 14, 2019;

WHEREAS, the City Commission held the first of two required quasi-judicial public hearings on June 10, 2019, to consider the proposed rezoning of the Property pursuant to Ordinance Number 19-28;

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 19-28;

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 19-28, 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 19-XX, 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 RSF-3.
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. The Owner/Developer shall pay all costs for the recording of this PD Agreement, the PD Master Plan, and Ordinance Number 19-28.

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:

Bentley Timber, LLC.
16860 Silver Oak Circle
Delray Beach, FL 33445

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 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 19-XX 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 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.

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:
Bentley Timber, LLC.

By:_____

(NAME)

_____, _____
(NAME) (TITLE)
of Bentley Timber, LLC.

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:

SIGNATURES CONTINUE ON NEXT PAGE

Attest:

CITY OF ALACHUA

Adam Boukari
City Manager

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"

That part of the Southwest 1/4 and Southeast 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, comprised of lands described in O.R.B. 4427, Pg. 373 and O.R.B. 4564, Pg. 460 and O.R.B. 4564, Pg. 462, as recorded in the Public Records of Alachua County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, said Southeast 1/4 corner being also the POINT OF BEGINNING; thence South 89 degrees 12 minutes 14 seconds West along the South line of said Southeast 1/4 of the Southwest 1/4 for 1496.73 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 00 degrees 06 minutes 04 seconds West along the West line of said Southeast 1/4 of the Southwest 1/4 for 1343.16 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence continue North 00 degrees 06 minutes 04 seconds West, along said West line for 65.44 feet to a point on the South right of way line of State Road number 235 (100 foot Wide Right-of-Way); thence North 89 degrees 25 minutes 36 seconds East, along said Right-of-Way for 621.33 feet to the Northeast corner of the "Cain" parcel, as per description recorded in Official Records Book 2015, Page 694 of said Public Records; thence South 00 degrees 21 minutes 14 seconds West along the East line of said "Cain" parcel for 67.55 feet to the Southeast corner of said "Cain" parcel and an intersection with the North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 834.19 feet to an intersection with the West line of Block 1, Range 3 of NEWNANSVILLE SUBDIVISION (unrecorded); thence South 00 degree 24 minutes 49 seconds West along said West line and along the West Right-of-Way line of Wilson Street (50 foot wide Right-of-Way) for 481.50 feet to the Northwest corner of Block 1, Range 4 of said NEWNANSVILLE SUBDIVISION; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 4 and along the South Right-of-Way line of said Wilson Street for 399.77 feet to the Northeast corner of said block 1, Range 4 and an intersection with the West Right-of-Way line of Magnolia Street (50 foot wide Right-of-Way); thence South 00 degrees 21 minutes 08 seconds West along said West Right-of-Way line and along the East line of said Block 1, Range 4 for 250.06 feet to an intersection with the monumented Westerly Right-of-Way line of Hipp Way (apparent 50 foot wide Right-of-Way); thence South 40 degrees 35 minutes 29 seconds West along said monumented Westerly Right-of-Way line for 180.87 feet; thence South 25 degrees 25 minutes 52 seconds West along said monumented Westerly Right-of-Way line for 12.29 feet to an intersection with the South line of said Block 1, Range 4 and an intersection with the North Right-of-Way line of an unnamed street (50 foot wide Right-of-Way); thence North 89 degrees 17 minutes 50 seconds West along said South line and along said North Right-of-Way line for 278.15 feet to the Southwest corner of said Block 1, Range 4; thence South 00 degrees 24 minutes 49 seconds West along the West Right-of-Way line of said unnamed street for 50.00 feet to the Northwest corner of Block 1, Range 5 of said Newnansville Subdivision; thence South 89 degree 17 minutes 50 seconds East along the North line of said Block 1, Range 5 and along the South Right-of-Way line of said unnamed street for 254.87 feet to an intersection with said monumented Westerly Right-of-Way line; thence South 25 degrees 25 minutes 52 seconds West along said Westerly monumented Right-of-Way line for 439.95 feet to an intersection with the South line of the Southeast 1/4 of said Section 11; thence North 89 degrees 21 minutes 00 seconds West along said South line for 15.48 feet to said POINT OF BEGINNING

Together with that part of said Block 1, Range 4 lying Easterly of the monumented Easterly Right-of-Way line of said Hipp Way.

EXHIBIT “B”

[EXECUTED/SIGNED ORDINANCE 19-28]

ORDINANCE 19-28

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS; AMENDING THE OFFICIAL ZONING ATLAS FROM PLANNED UNIT DEVELOPMENT (“PUD”) AND AGRICULTURAL (“A”) (ALACHUA COUNTY) TO PLANNED DEVELOPMENT – RESIDENTIAL (“PD-R”) ON APPROXIMATELY 50.45 ACRES; LOCATED NORTH OF COLLEGE HEIGHTS, EAST OF LINCOLN GARDENS, WEST OF NEWNANSVILLE AND SOUTH OF STATE ROAD 235; TAX PARCEL NUMBERS 03135-000-000, 03130-004-000, 03130-007-001, 03130-008-000 AND 03130-009-000; 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 Bentley Timber, LLC., a Florida corporation (“Owner”); and

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

WHEREAS, the Owner wishes to construct the Project, consisting of a maximum of 160 residential units and 22,000 square feet of non-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 May 2, 2019; and

WHEREAS, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on May 14, 2019, 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 May 30, 2019, and on June 13, 2019 and

WHEREAS, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on June 10, 2019, and June 24, 2019, 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 Planned Unit Development ("PUD") and Agriculture (Alachua County) to Planned Development–Residential ("PD-R") for Tax Parcel Numbers 03135-000-000, 03130-004-000, 03130-007-001, 03130-008-000 and 03130-009-000 ("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 and multiple-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:

1. The development shall consist of single-family and multiple-family residential development, community recreation, non-residential uses 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
Development Area 'A' 4du/acre	Single Family Detached Residential	120 dwelling units	±18.03	<i>Minimum Lot Area</i> 4,500 square feet <i>Minimum Lot Width</i> 50 feet <i>Minimum Lot Depth</i> 75 feet <i>Setbacks</i> Front (Primary) = 10' Front (Secondary/Side Street) = 10' Side = 5'	±35.80%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
				Rear=10' Rear when adjacent to alley=17' <i>Maximum Building Height</i> 45 feet <i>Maximum Lot Coverage</i> 60% <i>Arterial Street Building Setback</i> 75' from ROW Centerline of SR 235 <i>Minimum Living Area</i> 750 square feet (per dwelling unit)	
Development Area 'B' 4du/acre .75 FAR	Single Family Detached Residential; Single Family Attached Residential; Multiple Family Residential; Daycare; Religious Institutions; Restaurants without a Drive-Through; Community Buildings/ Clubhouse; Professional Office; Neighborhood Recreation Center; Commercial Recreation, Indoor	40 dwelling units 20,000 square feet nonresidential	±3.75	<i>Minimum Lot Area</i> 800 square feet <i>Minimum Lot Width</i> 20 feet <i>Minimum Lot Depth</i> 40 feet <i>Setbacks</i> Front (Primary) = 0' Front (Secondary) = 0' Side = 0' Rear=0' <i>Maximum Building Height</i> 45 feet <i>Maximum Lot Coverage</i> 90% <i>Arterial Street Building Setback</i> 75' from ROW Centerline of SR 235 <i>Minimum Living Area</i> 750 square feet (per dwelling unit)	±7.40%
Common Area ('C')	Utility Systems, Stormwater Management	2,000 square feet non-residential	±14.39	N/A	±28.50%

Maximum Development Area & Density/Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
N/A	Systems, Pervious and Impervious Pedestrian Trails, Recreational Facilities, Commons Building/ Clubhouse, Park Structures, Gazebos, Picnic Pavilions				
Wetland and Wetland Buffer Buffer ('D')	Roadways, Pedestrian Crossings, Pervious Trails	N/A	±5.80	N/A	11.5%
N/A					
Rights-of-Way ('E')	Roadways, Utilities, Parking, Driveways, Bicycle & Pedestrian Pathways, Signage, and Supportive Infrastructure Improvements	N/A	±8.48	Streets with Curb and Gutter Minimum Right-of-Way Width - 50 feet Minimum Wearing Surface - 20 feet Streets with Swales Minimum Right-of-Way Width - 60 feet Minimum Wearing Surface - 24 feet Alleys Minimum Right-of-Way/Easement Width – 22 feet Minimum Wearing Surface - 12 feet	16.8%
N/A					

2. 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. Area A may be served by one connection to either NW 158th Avenue or Hipp Way until a total of 60 or more lots are approved by Final Plat. For any lots or development proposed after the approval of 60 or more lots, the secondary access to either NW 158th Avenue, Hipp Way, or State Road 235 must be provided. Area B shall be served by one or more connections to State Road 235.
3. 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.
4. 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 review (single-family detached or single-family attached residential development), or site plan review (multiple family residential development or non-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.
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.
 - 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 permitting pedestrian access through blocks longer than 600 feet is provided. This easement shall be a minimum of 10 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. Where these pedestrian access easements intersect with any common area, a trail or path must be provided that connects in at least one location with another pedestrian access easement or sidewalk located in the right-of-way.
 4. In no instance, shall a block length or length of travel through an easement exceed 900 feet.
 - ii. Pavement widths may not be less than 20 feet, except for alleys, which may not be less than 12 feet.

- iii. A pedestrian trail of not less than 8' shall be located throughout the project area as depicted on the PD Master Plan. The neighborhood trail may be constructed of pervious or impervious materials or a combination of such materials.
 - b. The Owner, or its successors and/or assigns, may be responsible for such improvements to NW 135th Terrace, NW 158th Avenue, and Hipp Way as determined to be necessary by City of Alachua Public Services to serve the Project. 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.
- 15. 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. In order to provide for compatibility of the Project with the densities of contiguous and nearby properties, the Project's development shall maintain a minimum 25 foot natural buffer along the Project's property boundary lines as depicted on the PD Master Plan. The natural buffer shall remain undisturbed in all areas and in its natural state, except where necessary to provide ingress/egress, stormwater management facilities, and/or utility service to the Project, or to remove dead or dying vegetation or exotic plant species, or to plant landscaping necessary to restore or improve the project landscape buffers.
 - 16. 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.
 - 17. Open spaces and conservation areas shall account for a minimum of ten percent (10%) of the complete project.
 - 18. 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.
 - 19. The Final PD Plan shall be a Preliminary Plat for single-family detached or attached residential development and a Site Plan for multiple family residential or non-residential development, and shall adhere to all requirements of this PD Ordinance, 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.
 - 20. 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.

21. A valid Planned Development Agreement shall be adopted concurrent with the approval of this ordinance and the PD Master Plan.
22. The development parameters defined herein do not inordinately burden the development of the Property described in Exhibit “A”, the PD, or the Project.
23. The rezoning of the Property described in Exhibit “A” does not reserve concurrency for the Project.
24. 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.
25. 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 10th day of June, 2019.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this ____th day of ____, 2019.

(Signatures next page)

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Adam Boukari , City Manager/Clerk

Marian B. Rush, City Attorney

EXHIBIT “A”

Tax Parcel Numbers 03135-000-000, 03130-004-000, 03130-007-001, 03130-008-000 and 03130-009-000

LEGAL DESCRIPTION:

That part of the Southwest 1/4 and Southeast 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, comprised of lands described in O.R.B. 4427, Pg. 373 and O.R.B. 4564, Pg. 460 and O.R.B. 4564, Pg. 462, as recorded in the Public Records of Alachua County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, said Southeast 1/4 corner being also the POINT OF BEGINNING; thence South 89 degrees 12 minutes 14 seconds West along the South line of said Southeast 1/4 of the Southwest 1/4 for 1496.73 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 00 degrees 06 minutes 04 seconds West along the West line of said Southeast 1/4 of the Southwest 1/4 for 1343.16 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence continue North 00 degrees 06 minutes 04 seconds West, along said West line for 65.44 feet to a point on the South right of way line of State Road number 235 (100 foot Wide Right-of-Way); thence North 89 degrees 25 minutes 36 seconds East, along said Right-of-Way for 621.33 feet to the Northeast corner of the "Cain" parcel, as per description recorded in Official Records Book 2015, Page 694 of said Public Records; thence South 00 degrees 21 minutes 14 seconds West along the East line of said "Cain" parcel for 67.55 feet to the Southeast corner of said "Cain" parcel and an intersection with the North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 834.19 feet to an intersection with the West line of Block 1, Range 3 of NEWNANSVILLE SUBDIVISION (unrecorded); thence South 00 degree 24 minutes 49 seconds West along said West line and along the West Right-of-Way line of Wilson Street (50 foot wide Right-of-Way) for 481.50 feet to the Northwest corner of Block 1, Range 4 of said NEWNANSVILLE SUBDIVISION; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 4 and along the South Right-of-Way line of said Wilson Street for 399.77 feet to the Northeast corner of said block 1, Range 4 and an intersection with the West Right-of-Way line of Magnolia Street (50 foot wide Right-of-Way); thence South 00 degrees 21 minutes 08 seconds West along said West Right-of-Way line and along the East line of said Block 1, Range 4 for 250.06 feet to an intersection with the monumented Westerly Right-of-Way line of Hipp Way (apparent 50 foot wide Right-of-Way); thence South 40 degrees 35 minutes 29 seconds West along said monumented Westerly Right-of-Way line for 180.87 feet; thence South 25 degrees 25 minutes 52 seconds West along said monumented Westerly Right-of-Way line for 12.29 feet to an intersection with the South line of said Block 1, Range 4 and an intersection with the North Right-of-Way line of an unnamed street (50 foot wide Right-of-Way); thence North 89 degrees 17 minutes 50 seconds West along said South line and along said North Right-of-Way line for 278.15 feet to the Southwest corner of said Block 1, Range 4; thence South 00 degrees 24 minutes 49 seconds West along the the West Right-of-Way line of said unnamed street for 50.00 feet to the Northwest corner of Block 1, Range 5 of said Newnansville Subdivision; thence South 89 degree 17 minutes 50 seconds East along the North line of said Block 1, Range 5 and along the South Right-of-Way line of said unnamed street for 254.87 feet to an intersection with said monumented Westerly Right-of-Way line; thence South 25 degrees 25 minutes 52 seconds West along said Westerly monumented Right-of-Way line for 439.95 feet to an intersection with the South line of the Southeast 1/4 of said Section 11; thence North 89 degrees 21 minutes 00 seconds West along said South line for 15.48 feet to said POINT OF BEGINNING

Together with that part of said Block 1, Range 4 lying Easterly of the monumented Easterly Right-of-Way line of said Hipp Way.

EXHIBIT "B"

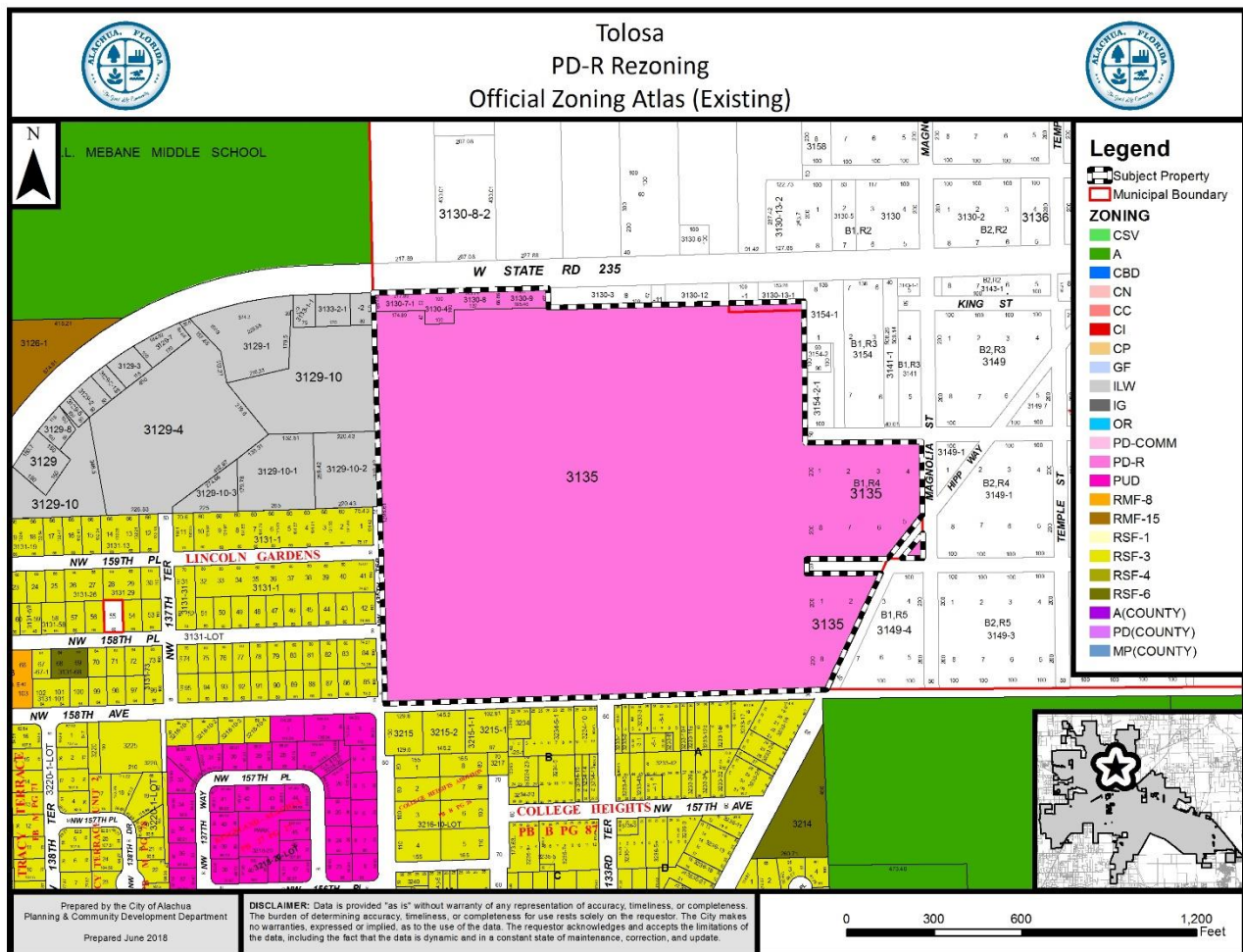


EXHIBIT “C”

[PD MASTER PLAN]

DRAWING SET
OF
TOLOSA PD-R
A PLANNED DEVELOPMENT
FOR
ALDEVCO, LLC
CITY OF ALACHUA, FL

GENERAL DEVELOPMENT INFORMATION

1. PROJECT NAME:

TOLOSA PD-R
2. OWNER:

ALDEVCO, LLC
3. CIVIL ENGINEER & LAND PLANNER:

JBROWN PROFESSIONAL GROUP INC.
4. SURVEYOR:

JBROWN PROFESSIONAL GROUP INC.
5. TAX PARCEL NO'S.:

03130-004-000, 03130-007-001, 03130-008-000, 03130-009-000, 03135-000-000
6. PARCEL SIZE:

50.45± ACRES
7. SECTION:

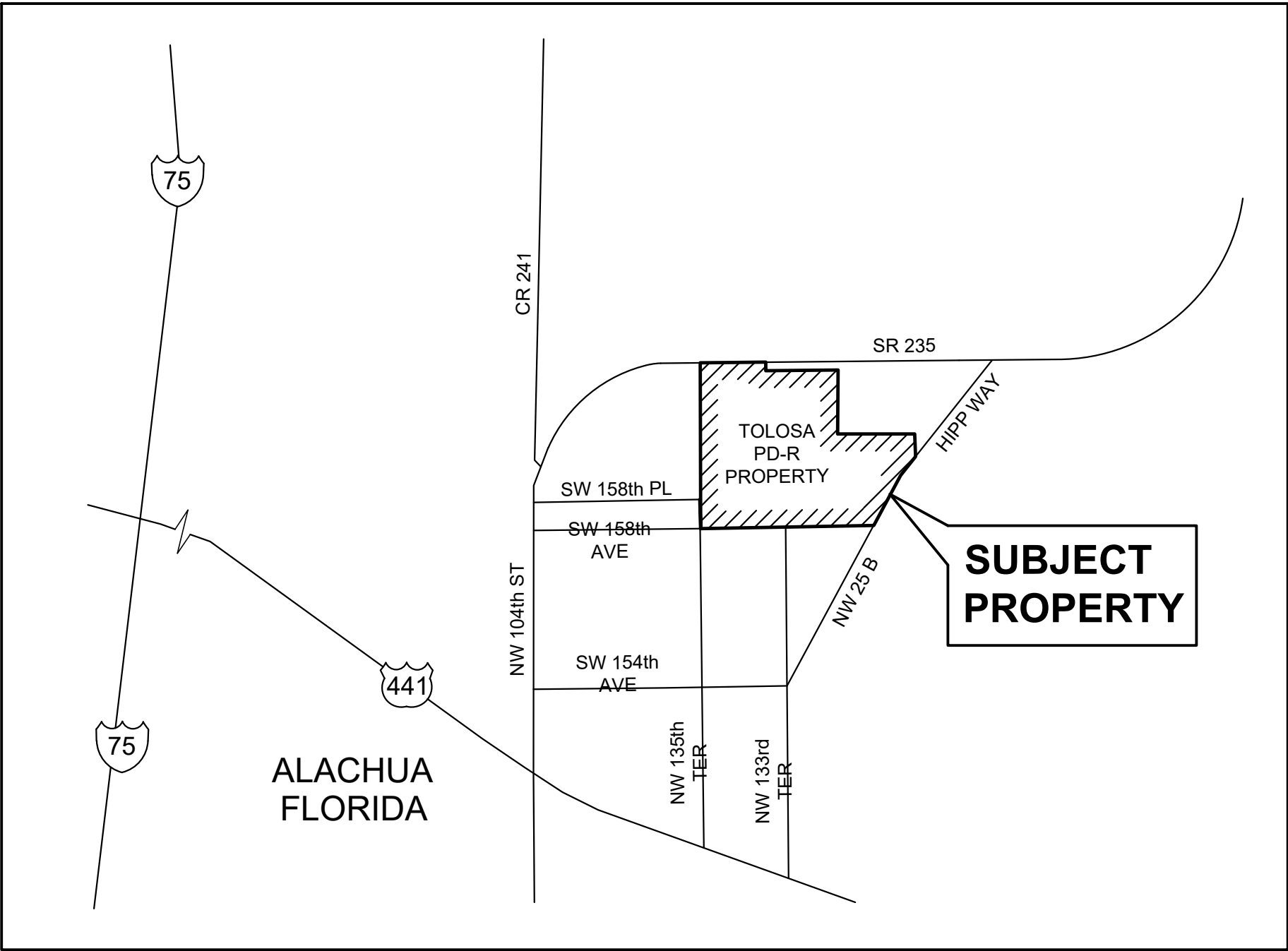
11
8. TOWNSHIP:

8 SOUTH
9. RANGE:

18 EAST
10. FUTURE LAND USE:

MODERATE DENSITY RESIDENTIAL
11. ZONING:

PD-R



TOLOSA PD-R	
SHEET INDEX	
SHEET NO.	TITLE
C1.0	COVER SHEET
C2.0	PD ZONING MASTER PLAN
C3.0	PUBLIC FACILITIES PLAN (WATER & WASTEWATER)
C3.1	PUBLIC FACILITIES PLAN (STORMWATER)
C3.2	PUBLIC FACILITIES PLAN (TRANSPORTATION)
C3.3	PUBLIC FACILITIES PLAN (GENERAL)

LOCATION MAP
NTS

REVISIONS				
NO.	DATE	DESCRIPTION	DRWN	APPR

ENGINEER OF RECORD:		A. J. "JAY" BROWN, JR., P.E. FLORIDA LICENSE NO. 43879
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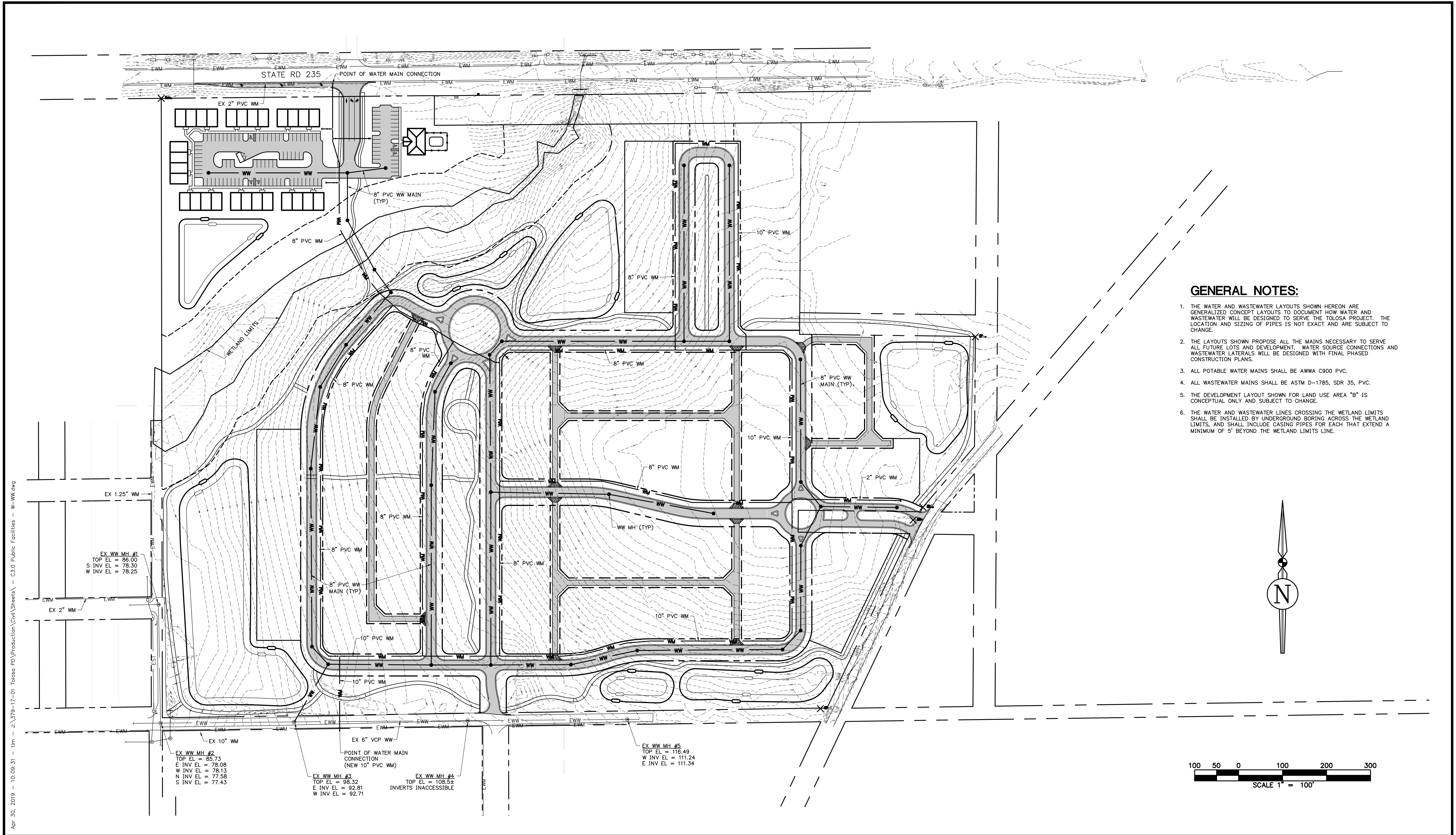


JBrown
Professional Group Inc
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PHONE: (352) 375-8999 • FAX: (352) 375-0833
E-MAIL: contact@jbprogroup.com

COVER SHEET		
CLIENT:		PROJECT:
ALDEVCO, LLC GAINESVILLE, FLORIDA		TOLOSA PD

DATE:	APRIL 2019
PROJECT NO:	379-17-01
SHEET NO:	C1.0



GENERAL NOTES:

1. THE WATER AND WASTEWATER LAYOUTS SHOWN HEREON ARE GENERALIZED CONCEPT LAYOUTS TO DOCUMENT HOW WATER AND WASTEWATER WILL BE DESIGNED TO SERVE THE TOLOSA PROJECT. THE LOCATION AND SIZING OF PIPES IS NOT EXACT AND ARE SUBJECT TO CHANGE.
2. THE LAYOUTS SHOWN PROPOSE ALL THE MAINS NECESSARY TO SERVE ALL FUTURE LOTS AND DEVELOPMENT. WATER SOURCE CONNECTIONS AND WASTEWATER LATERALS WILL BE DESIGNED WITH FINAL PHASED CONSTRUCTION PLANS.
3. ALL POTABLE WATER MAINS SHALL BE AWWA C900 PVC.
4. ALL WASTEWATER MAINS SHALL BE ASTM D-1785, SDR 35, PVC.
5. THE DEVELOPMENT LAYOUT SHOWN FOR LAND USE AREA "B" IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE.
6. THE WATER AND WASTEWATER LINES CROSSING THE WETLAND LIMITS SHALL BE INSTALLED BY UNDERGROUND BORING ACROSS THE WETLAND LIMITS, AND SHALL INCLUDE CASING PIPES FOR EACH THAT EXTEND A MINIMUM OF 5' BEYOND THE WETLAND LIMITS LINE.

Apr 30, 2019 - 10:09:31 - tim - J:\379-17-01 Tolosa PD\Production\Civil\Sheets - C3.0 Public Facilities - W-WW.dwg

REVISIONS				
NO.	DATE	DESCRIPTION	DRWN	APPR

ENGINEER OF RECORD:		A. J. "JAY" BROWN, JR., P.E. FLORIDA LICENSE NO. 43879
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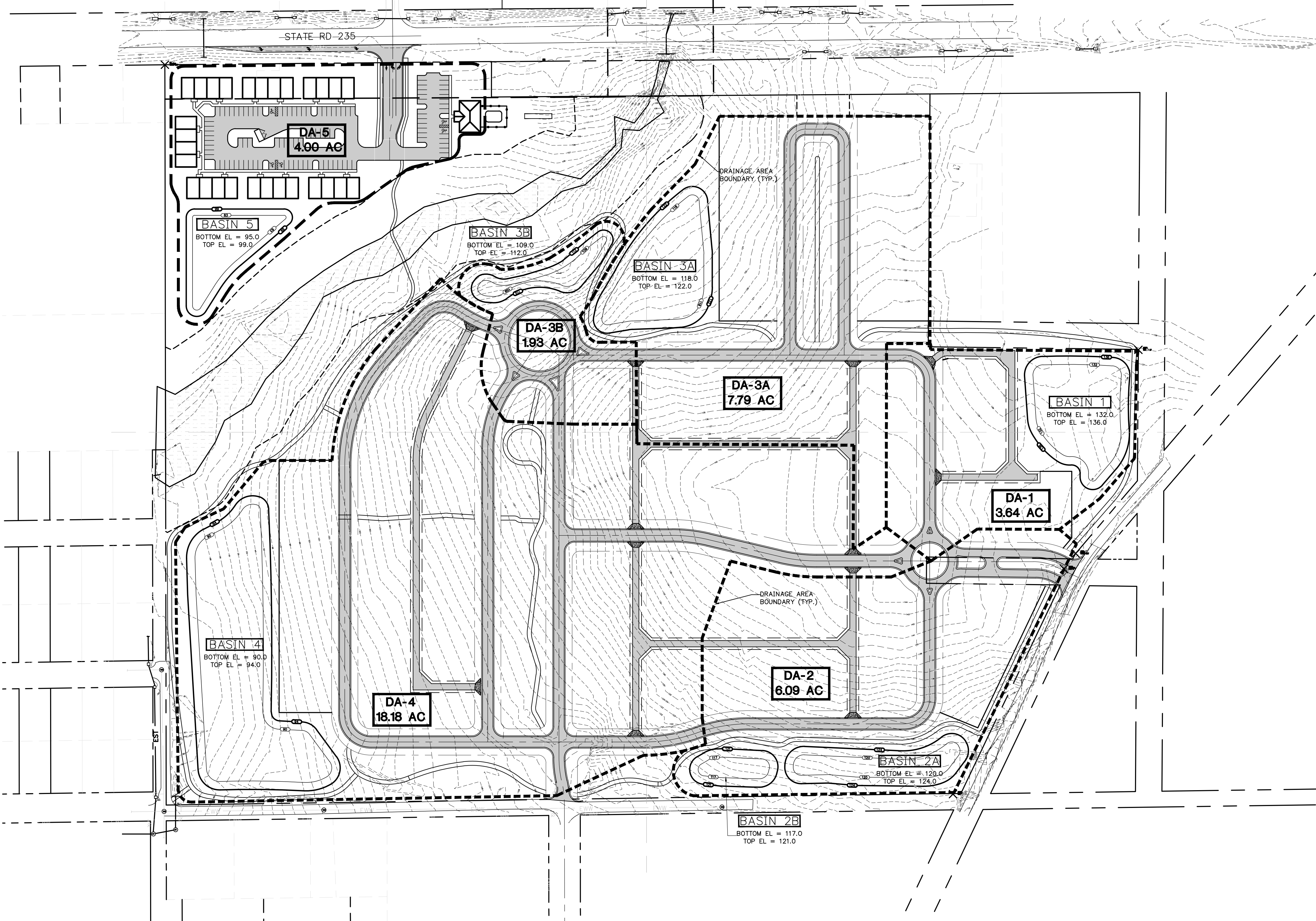


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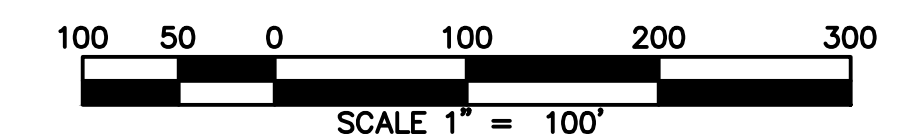
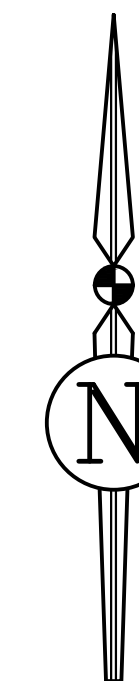
SHEET TITLE: PUBLIC FACILITIES PLAN WATER & WASTEWATER		DATE: APRIL 2019
CLIENT: ALDEVCO, LLC GAINESVILLE, FLORIDA		PROJECT NO: 379-17-01
PROJECT: TOLOSA PD		SHEET NO: C3.0

Apr 30, 2019 - 10:08:56 - tim - J:\379-17-01 Tolosa PD\Production\Civil\Sheets\ - C3.1 Public Facilities - Storm.dwg



GENERAL NOTES:

1. THE DRAINAGE AREAS AND STORMWATER MANAGEMENT (SM) BASINS SHOWN ARE BASED ON CONCEPT DESIGNS AND ARE SUBJECT TO CHANGE, BASED ON FINAL CONSTRUCTION PLANS.
2. ALL STORMWATER MANAGEMENT (SM) BASINS WILL BE DESIGNED TO MEET THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) DESIGN CRITERIA OF THE 100 YR. CRITICAL DURATION DESIGN STORM. ALL BASINS DESIGNED TO BE DETENTION BASINS SHALL DISCHARGE UNDER POST DEVELOPMENT CONDITIONS AT RATES LESS THAN PRE-DEVELOPMENT CONDITIONS. STORMWATER MANAGEMENT REPORTS SHALL BE PROVIDED WITH FINAL DESIGN OF EACH INDIVIDUAL CONSTRUCTION PHASE DOCUMENTING CONFORMANCE TO THE DESIGN CRITERIA.
3. EACH DEVELOPMENT PHASE SHALL OBTAIN A SRWMD ERP PERMIT APPROVAL FOR THE INDIVIDUAL PHASE.



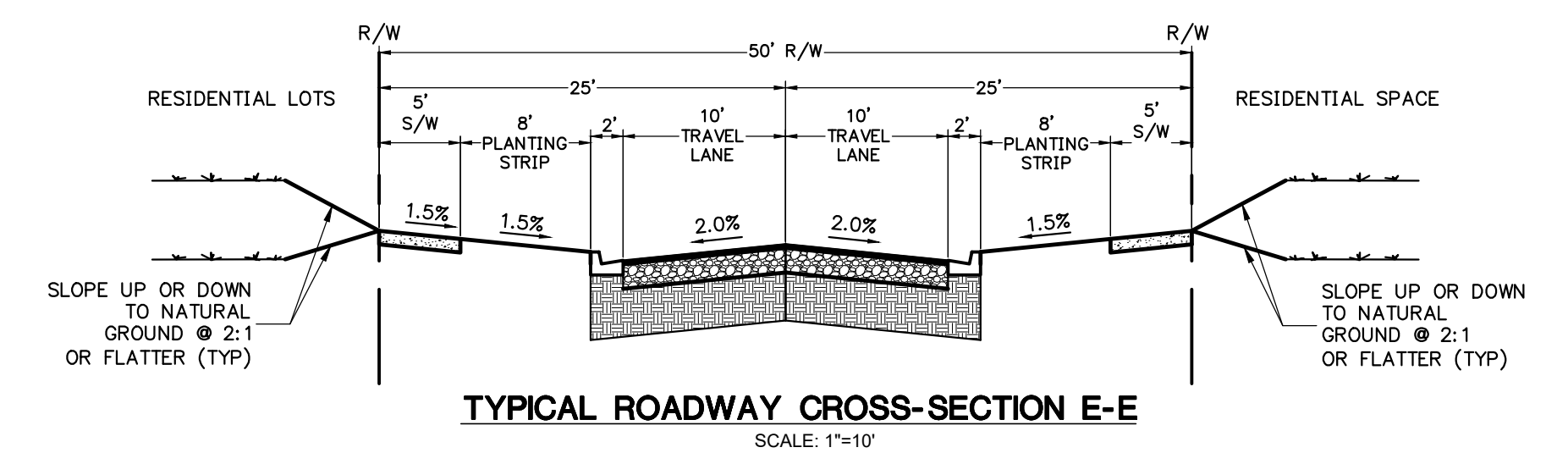
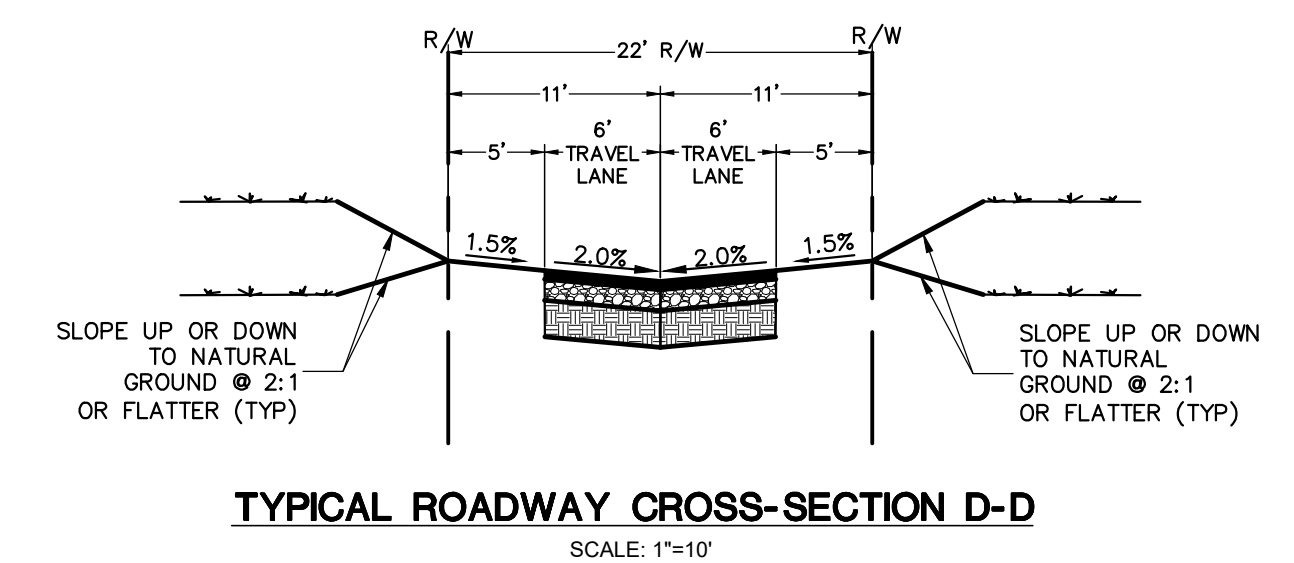
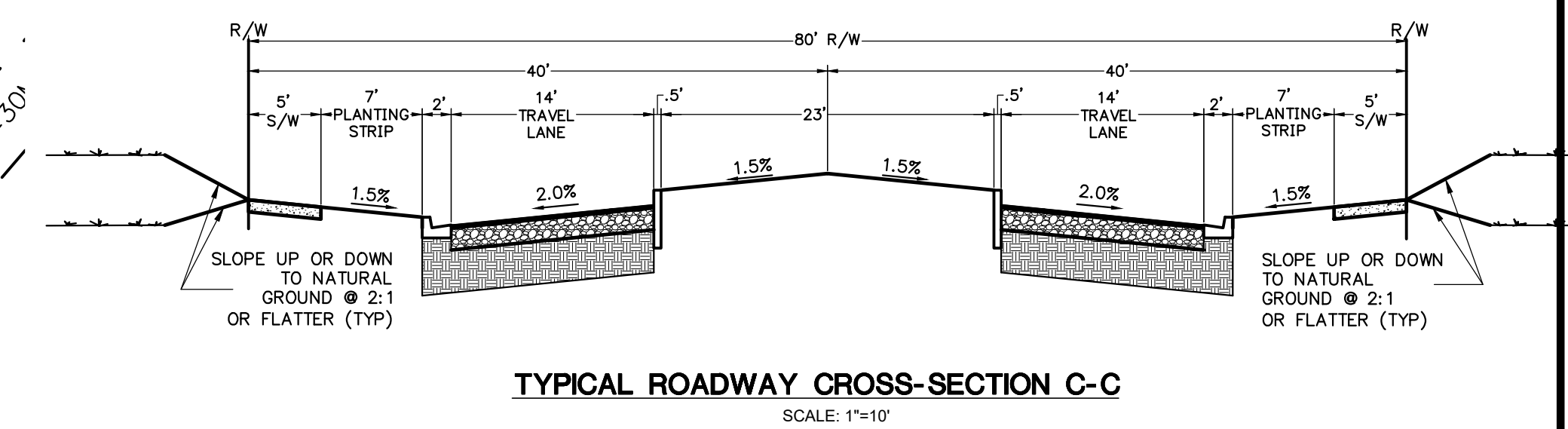
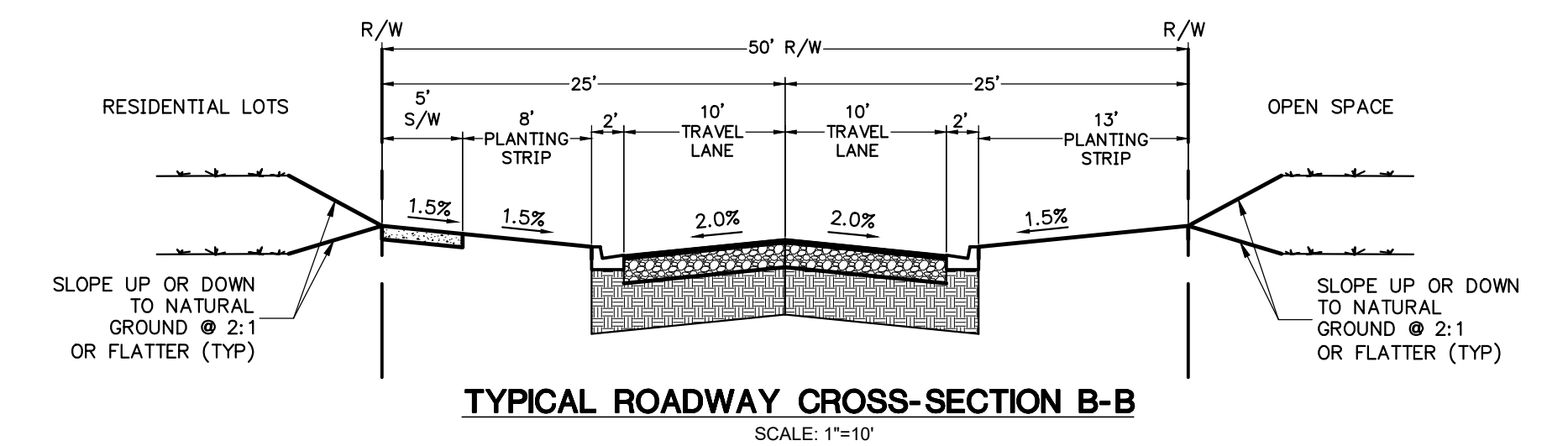
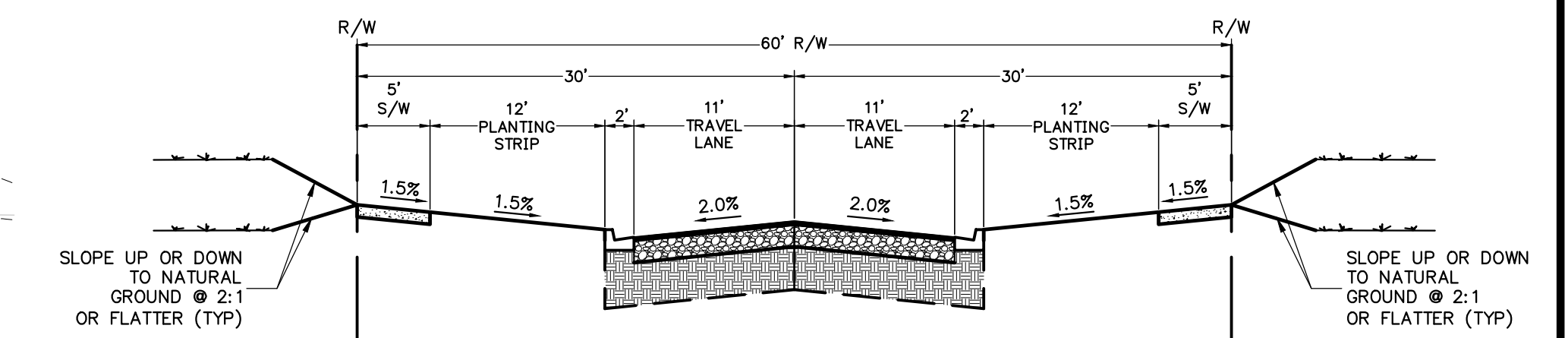
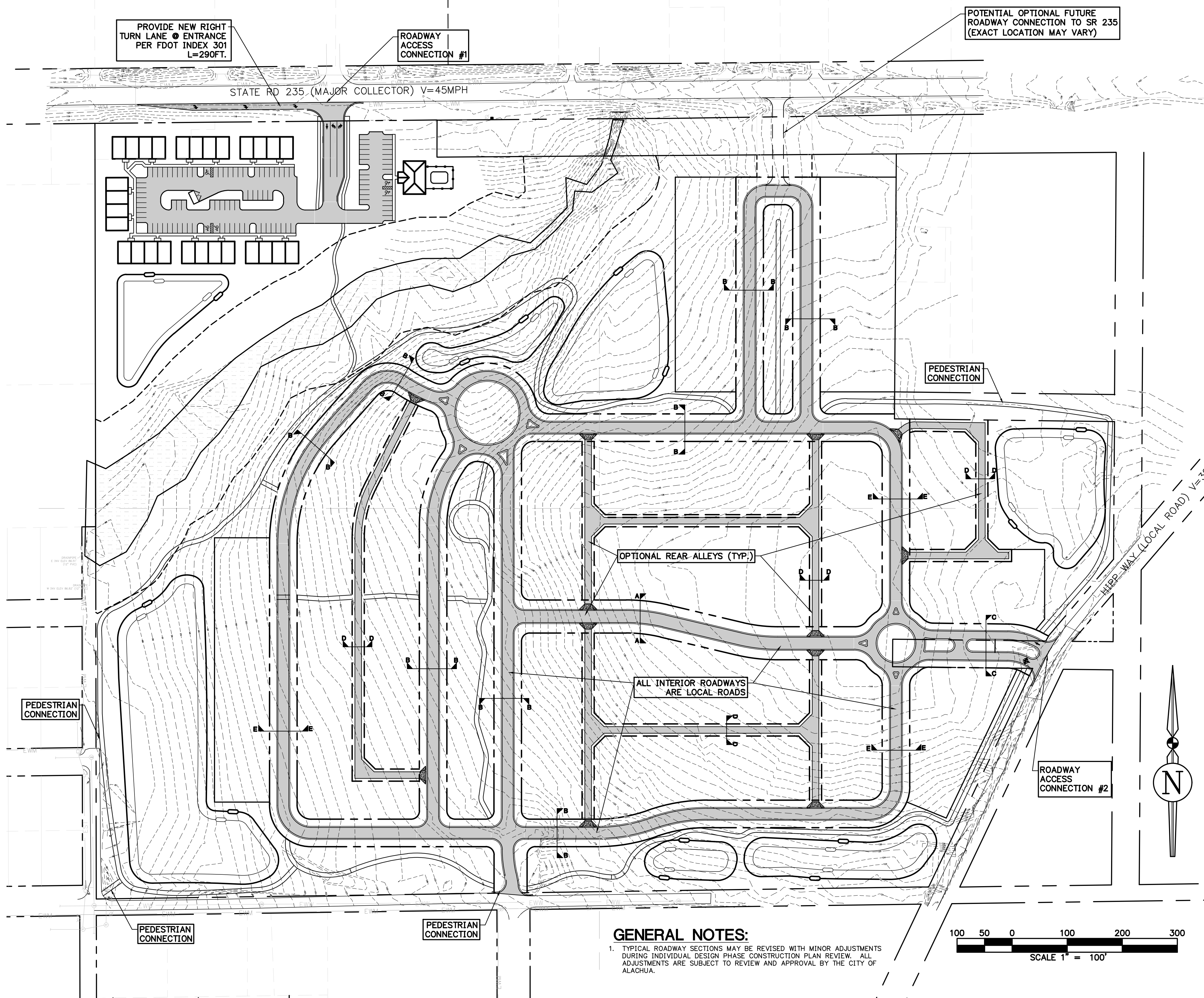
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NO.	DATE	DESCRIPTION	DRWN	APPR

ENGINEER OF RECORD:		A. J. "JAY" BROWN, JR., P.E. FLORIDA LICENSE NO. 43879
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SHEET TITLE: PUBLIC FACILITIES PLAN STORMWATER		DATE: APRIL 2019
CLIENT: ALDEVCO, LLC GAINESVILLE, FLORIDA		PROJECT NO: 379-17-01
PROJECT: TOLOSA PD		SHEET NO: C3.1



GENERAL NOTES:

1. TYPICAL ROADWAY SECTIONS MAY BE REVISED WITH MINOR ADJUSTMENTS DURING INDIVIDUAL DESIGN PHASE CONSTRUCTION PLAN REVIEW. ALL ADJUSTMENTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF ALACHUA.

[illegible]

ENGINEER OF RECORD:	A. J. "JAY" BROWN, JR., P.E. FLORIDA LICENSE NO. 43879
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E-MAIL: contact@jbprogroup.com

SHEET TITLE:

CLIENT:

ALDEVCO, LLC
GAINESVILLE, FLORIDA

SHEET TITLE:	<h1 style="margin: 0;">PUBLIC FACILITIES PLAN</h1> <h2 style="margin: 0;">TRANSPORTATION</h2>
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PROJECT:

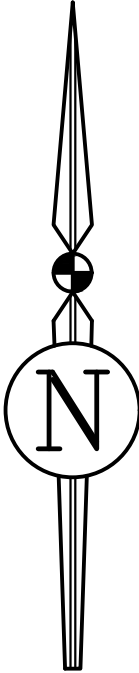
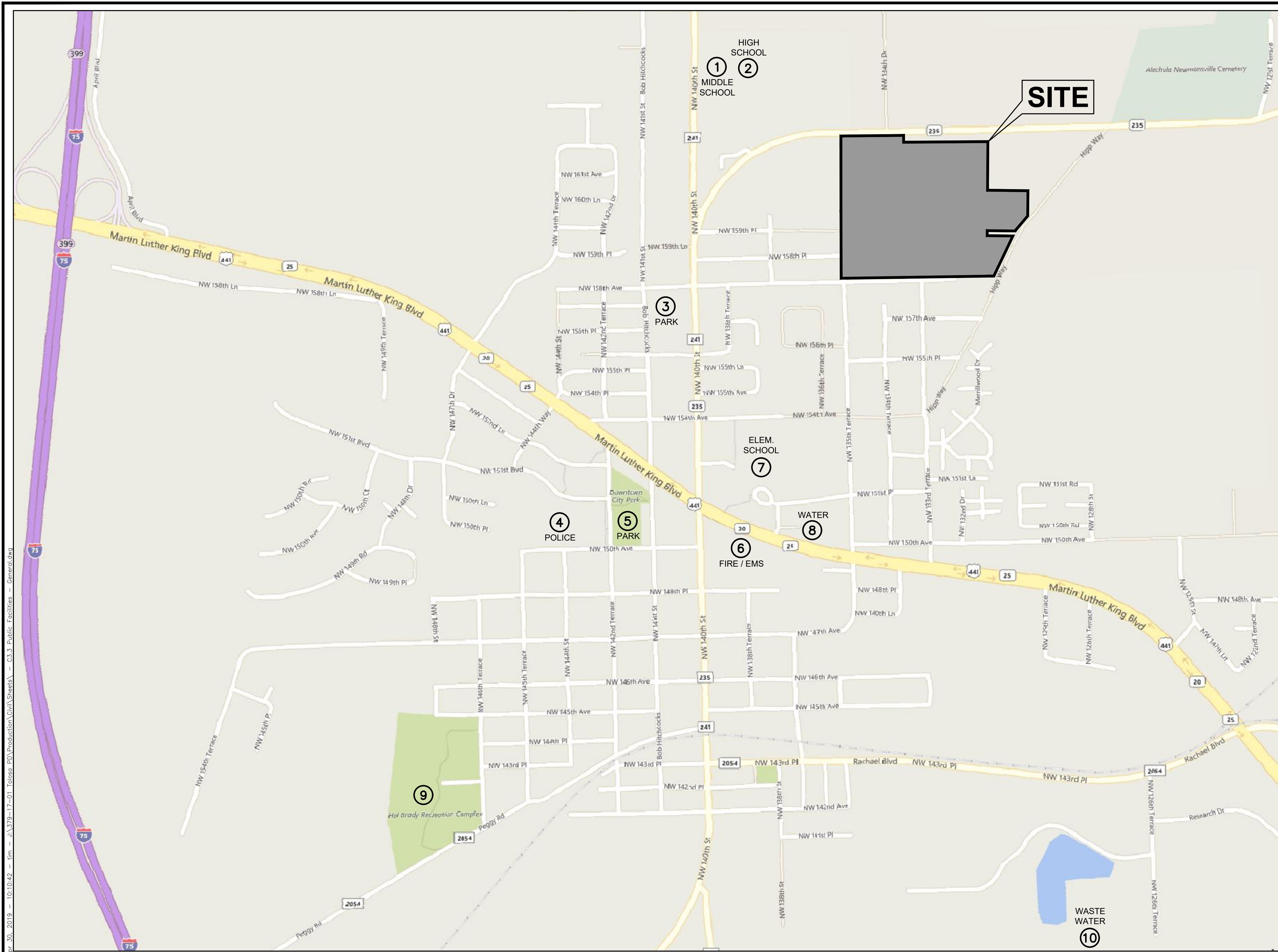
TOLOSA PD

DATE: **APRIL 2019**

PROJECT NO:
379-17-01

SHEET NO:

SHEET NO:
C3.2



PUBLIC FACILITIES LEGEND

- ① A L MEBANE MIDDLE SCHOOL
- ② MEBANE HIGH SCHOOL
- ③ MAUDE LEWIS PARK
- ④ ALACHUA POLICE DEPARTMENT
- ⑤ DOWNTOWN CITY PARK (SKINNER FIELD)
- ⑥ ALACHUA COUNTY FIRE RESCUE STATION #21
- ⑦ ALACHUA ELEMENTARY SCHOOL
- ⑧ ALACHUA CITY WATER TREATMENT FACILITY
- ⑨ HAL BRADY RECREATION COMPLEX & ALACHUA SPLASH PARK
- ⑩ ALACHUA WASTEWATER TREATMENT PLANT

REVISIONS				
NO.	DATE	DESCRIPTION	DRWN	APPR

ENGINEER OF RECORD:	A. J. "JAY" BROWN, JR., P.E. FLORIDA LICENSE NO. 43879
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SHEET TITLE: PUBLIC FACILITIES - GENERAL		DATE: APRIL 2019
CLIENT: ALDEVCO, LLC GAINESVILLE, FLORIDA		PROJECT NO: 379-17-01
PROJECT: TOLOSA PD		SHEET NO: C3.3