

1 **DRAFT ORDINANCE 2020-13**
2 **TOWN OF LADY LAKE, FLORIDA**

3 **AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY**
4 **BEING APPROXIMATELY 1.26 ACRES OWNED BY M & L LADY LAKE LLC; REFERENCED BY**
5 **ALTERNATE KEY NUMBER 1237998; WITHIN LAKE COUNTY, FLORIDA; REZONING**
6 **SUBJECT PROPERTY FROM LAKE COUNTY PLANNED COMMERCIAL (CP) TO LADY LAKE**
7 **PLANNED COMMERCIAL (CP); PROVIDING FOR SEVERABILITY; ESTABLISHING AN**
8 **EFFECTIVE DATE.**

9 **WHEREAS**, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan
10 (Ordinance 91-21) pursuant to the requirements of Chapter 163, Part H, Florida Statutes and
11 Chapter 9J-5, Florida Administrative Code; and

12 **WHEREAS**, on January 23, 1992, the Florida Department of Community Affairs determined that
13 the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of
14 Chapter 163, Part 2, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

15 **WHEREAS**, on August 15, 1994, the Town of Lady Lake adopted the Land Development
16 Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the
17 Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part 2, Florida
18 Statutes; and

19 **WHEREAS**, the Town Commission of the Town of Lady Lake held a public hearing to consider a
20 proposed amendment to the Official Zoning Map and determined that said amendment as
21 proposed is consistent with the Town of Lady Lake Comprehensive Plan and meets the
22 requirements of the Town of Lady Lake Land Development Regulations.

23 **THEREFORE, BE IT ORDAINED**, and enacted by the Town Commission of the Town of Lady Lake,
24 in Lake County, Florida:

25 **SECTION 1: Petition**

26 Based upon the petition of certain landowners of property, which is located in Lake County,
27 Florida, and described in Exhibit “A” hereto, a request has been made that the property be
28 zoned “Lady Lake Planned Commercial” (CP), entitled to the uses set forth in the Memorandum
29 of Agreement attached as Exhibit “B” to be developed in substantial accordance with the
30 Conceptual Plan, attached hereto as Exhibit “C”. Said petition has been approved by the Town
31 Commission of the Town of Lady Lake in accordance with the Town of Lady Lake
32 Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter
33 of the Town of Lady Lake, and the Florida Statutes. The property described in Exhibit “A” hereto

1 is hereby rezoned from “Lake County Planned Commercial” (CP) to “Lady Lake Planned
2 Commercial” (CP).

3 **SECTION 2: Severability**

4 The provisions of this Ordinance are declared to be separable and if any section, sentence,
5 clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional,
6 such decision shall not affect the validity of the remaining sections, sentences, clauses or
7 phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this
8 Ordinance shall stand notwithstanding the invalidity of any part.

9 **SECTION 3: Effective Date**

10 This ordinance shall become effective immediately upon its passage by the Town Commission,
11 except as limited by the provisions of Section 171.06, Florida Statutes, as said provisions pertain
12 to newly annexed property and the final adoption of a Comprehensive Plan Amendment by the
13 Town Commission.

14 **PASSED AND ORDAINED** by the Town Commission of the Town of Lady Lake, Florida, this
15 20th day of January 2021.

16 Town of Lady Lake, Florida

17 _____
18 Ruth Kussard, Mayor

19 Attest:

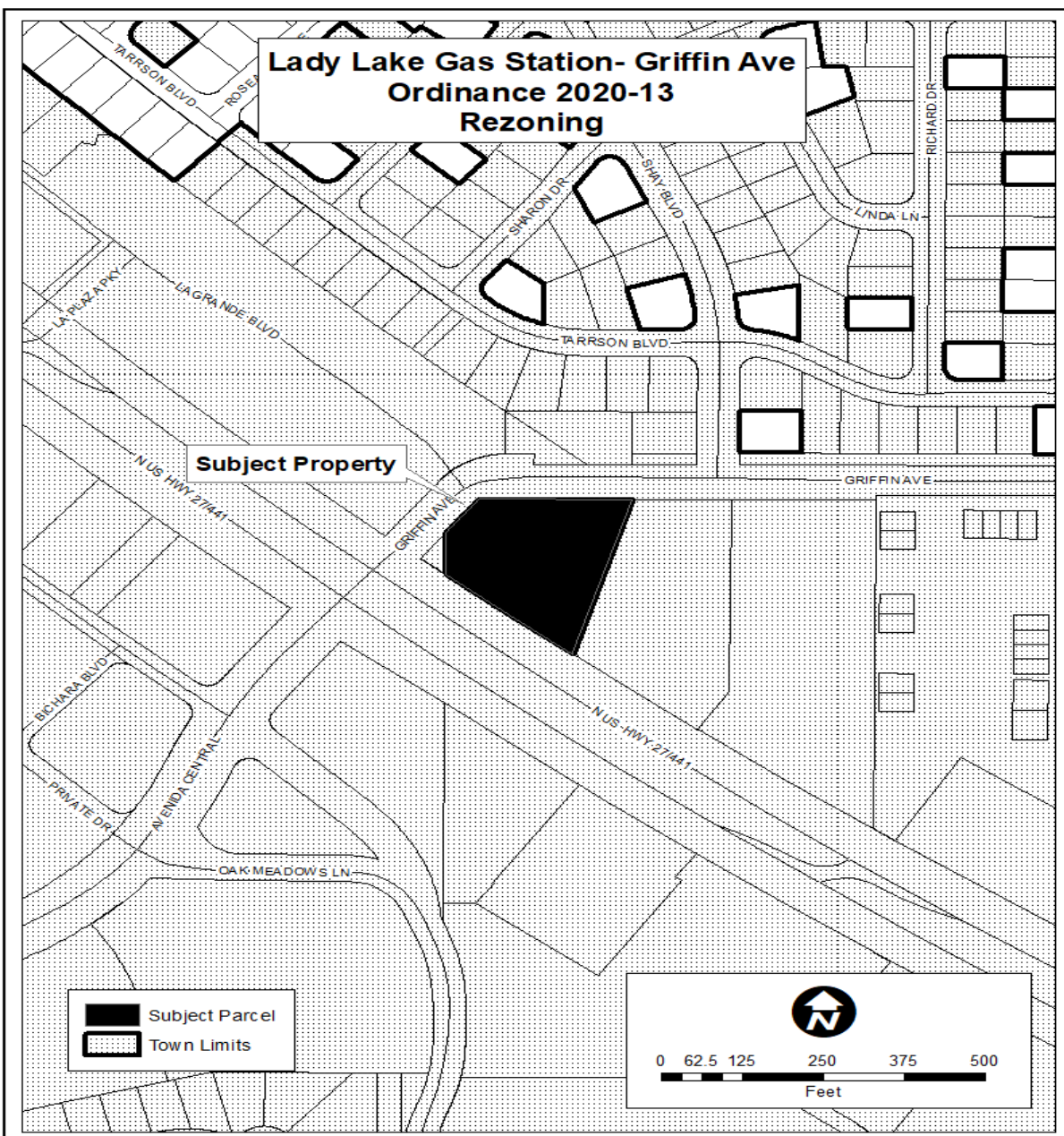
20 _____
21 Nancy Slaton, Interim Town Clerk

22 Approved as to form:

23 _____
24 Derek Schroth, Town Attorney

EXHIBIT A—Legal Description and Map

1
2 Parcel ID#: 07-18-24-0004-000-00300; BEG AT THE INTERSECTION OF W LINE OF SAID GOV LOT 8
3 & NE'LY R/W OF US HWY 441, THENCE N 0-15-10 E ALONG W LINE OF SAID GOV LOT 8 A DIST OF
4 176.32 FT TO NW COR OF SAID GOV LOT 8, S 89-59-20 E ALONG N LINE OF GOV LOT 8 A DIST OF
5 299.26 FT, S 17-12-35 W 343.91 FT TO AN INTERSECTION WITH THE NE'LY R/W OF SAID US HWY
6 441 ON A CURVE CONCAVE TO THE NE & HAVING A RADIUS OF 11359.20 FT, THENCE NW'LY
7 ALONG SAID CURVING NE'LY R/W OF US HWY 441 THRU A CENTRAL ANGLE OF 0-0-54 & AN ARC
8 DIST OF 201.25 FT TO THE POINT OF TANGENCY & END OF SAID CURVE, THENCE N 52-04-17 W
9 ALONG THE NE'LY R/W OF US HWY 441 A DIST OF 48.75 FT TO POB--LESS GRIFFIN AVE-- ORB 5198
10 PG 2352



1 **Exhibit B**

2 **MEMORANDUM OF AGREEMENT**

3 This **MEMORANDUM OF AGREEMENT** dated this _____ of _____, 2020, between the Town of
4 Lady Lake, Florida, a Florida municipal corporation (the “Town”), whose mailing address is 409
5 Fennell Boulevard, Lady Lake, FL 32159, and M & L Lady Lake LLC (“Property Owner”), whose
6 mailing address is 1113 Old Popo Point, St. Johns, FL 32259.

7 **RECITALS**

8 Property Owner is the fee simple owner of certain real property in the Town of Lady Lake,
9 Florida described in the legal description attached as Exhibit “A”.

10 Property Owner desires a Land Use Plan Amendment to allow for a Town of Lady Lake Land Use
11 designation “Planned Commercial” (CP).

12 Property Owner desires to Rezone the property from Lake County CP to Town of Lady Lake CP.

13 Property Owner desires to appoint 30AIP LADY LAKE, LLC as the Agent in processing the
14 concurrent Rezoning, Small Scale Comprehensive Plan Amendment, and Annexation petition.

15 At this time, the parties wish to enter into a Memorandum of Agreement pursuant to the
16 provisions of the Town Land Development Regulations.

17 **NOW, THEREFORE**, in recognition of the foregoing, the parties agree to the following terms and
18 conditions as part of the Commercial Land Use category for that property depicted in the
19 attached legal description Exhibit “A”.

20 1. Permitted Uses: The subject property, containing approximately 1.92 acres (referred to
21 herein as the “Project”) shall only be used for non-residential uses, as follows:

- 22 • Offices
- 23 • Retail Sales and Services
- 24 • Banks (with option of drive through window)
- 25 • Business Services
- 26 • 24 Hour Convenience Store with Fuel Operations
- 27 • 24 Hour Convenience Store without Fuel Operations
- 28 • Medical Offices/Clinics

29 2. Uses Expressly Prohibited: Any and all uses other than those aforementioned as “Permitted
30 Uses” shall be expressly prohibited. All uses, unless designated as 24 hour, shall be
31 prohibited from operating between the hours of 12 a.m. and 5 a.m.

- 1 3. Design, Development, and Setback Standards:
 - 2 a) The maximum impervious surface ratio (which includes building coverage) shall be
 - 3 limited to eighty percent.
 - 4 b) Maximum building height is 55 feet in accordance with Chapter 5, Section 5-4). r).4).B).
 - 5 c) No minimum lot size is required.
 - 6 d) No minimum lot width is required.
 - 7 e) Setback requirements as required in the LDR's shall be as follows:
 - 8 1) Front: 50 feet (US Hwy 441 frontage) which includes the setback for the Gas Pump
 - 9 Canopies; 20 feet (Griffin Avenue frontage)
 - 10 2) Side: 10 feet with Type A landscape buffer
 - 11 3) Rear: Not applicable
- 12 4. Utilities: The Project shall be served by the Town's central water and sewer systems, and the
- 13 Property Owner shall be responsible for the cost of all off-site and on-site installation of
- 14 water and sewer Infrastructure serving the Project and costs associated thereto. As a
- 15 condition of approval of any site plan/Preliminary Plat, Property Owner shall enter into an
- 16 Agreement with the Town covering the terms and conditions of water and sewer service
- 17 extension to the site in a form acceptable to the Town.
- 18 5. Concurrency Management: The developer shall be responsible for the cost and installation
- 19 of any required on-site and off-site infrastructure improvements necessitated by the impact
- 20 of the project.
- 21 6. Development Review and Approval: Prior to the issuance of any permits, the developer shall
- 22 be required to submit site development plans for review and approval by the Town (i.e.
- 23 construction plans and final plat), and said development plans must meet all codes and
- 24 ordinances of the Town of Lady Lake.
- 25 7. Parking Availability: New tenants shall be required to demonstrate that parking is available
- 26 for each tenant on the entire parcel in accordance with the parking calculation matrix of the
- 27 LDR. Loading spaces will be provided in accordance with the LDR.
- 28 8. Transportation: The developer shall comply with all Lady Lake access management
- 29 requirements, as established in the Lady Lake Land Development Regulations.
- 30 9. Additional Conditions: In addition to the specific conditions contained herein the Property
- 31 Owner shall comply with all local, state and Federal regulations pertaining related to the
- 32 proposed development of the Property.

1 10. Enforcement: The Memorandum of Agreement shall be enforced through the Town of Lady
2 Lake Town Commission; upon approval of this agreement the aforementioned property shall
3 only be used for the purposes described herein.

4 11. Entire Agreement: This Agreement embodies and constitutes the entire understanding of the
5 parties with respect to the subject matters addressed herein, and all prior negotiations,
6 correspondence, conversations, agreements, understandings, representations and
7 statements, oral or written, are incorporated and merged into this Agreement.

8 12. Amendments to Agreement: No change in the use, further expansion of the uses, additions to
9 the uses or additions to the facilities shall be permitted except as approved by formal
10 amendment of this Memorandum of Agreement. Any other proposed use shall be specifically
11 authorized by amendment and approval of the Town of Lady Lake Town Commission.

12 13. Miscellaneous

13 a) General Provisions - No failure of either party to exercise any power given hereunder or to
14 insist upon strict compliance with any obligation specified herein, and no custom practice
15 at variance with the terms hereof, shall constitute a waiver of either party's right to
16 demand exact compliance with the terms hereof, wherever under the terms and
17 provisions of this agreement, the time for performance shall fall upon a Saturday, Sunday
18 or Federal banking holiday, such time for performance shall be extended to the next day
19 that is not a Saturday, Sunday or federal banking holiday. The headings inserted at the
20 beginning of each paragraph or subparagraph is for convenience only, and do not add to
21 or subtract from the meaning of the contents of such paragraph or subparagraph. This
22 Agreement shall be interpreted under the laws of the State of Florida. Venue for any action
23 between the parties with respect to the matters addressed by this Agreement shall be Lake
24 County, Florida.

25 b) Severability - If any section, sentence, clause, phrase or word of this Agreement is for any
26 reason held, or declared to be unconstitutional, inoperative or void, such holding or
27 invalidity shall not affect the remaining portions of this ordinance; and it shall be
28 construed to have been the Town Commission's intent to enter into this Agreement
29 without such unconstitutional, invalid or inoperative part therein; and the remainder of
30 this Agreement, after the exclusion of such part or parts, shall be deemed and held to be
31 valid, as if such parts had not been included herein; or if this Agreement or any provisions
32 thereof shall be held inapplicable to any person, groups of persons, property, kind of
33 property, circumstances or set of circumstances, such holding shall not affect the
34 applicability thereof to any other person, property or circumstances.

1 14. Binding Effect: The terms and condition as set for this Memorandum of Agreement shall
2 inure to the benefit of, and shall constitute a covenant running with the land and under the
3 terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns
4 and successors in title or interest and shall be subject to each and every condition herein set
5 out.

6 15. Recording: This Memorandum shall be recorded in the public record of Lake County, Florida.

7 16. Assignment: This Agreement may not be assigned without the express written consent of the
8 Town of Lady Lake.

9 **COMMENCEMENT.** Notwithstanding the provisions herein, development shall commence within
10 twelve months following the issuance of a Development Order from the Town of Lady Lake
11 unless an extension has been granted by the Town Manager; the Town Manager may grant one
12 or more extensions not to exceed two years.

13 **PROPERTY OWNER**

14 _____
15 Property Owner

16 **STATE OF FLORIDA**

17 **COUNTY OF LAKE**

18 The foregoing instrument was acknowledged before me by means of _____ physical presence
19 or _____ online notarization, this ____ day of _____, 2020 by
20 _____, as Owner/Authorized Signer of the Property, who is
21 personally known to me or has produced _____ as identification.

22 My Commission Expires:

23 _____
24 Notary Public Signature

EXHIBIT C

