

1   **DRAFT ORDINANCE 2021-07**  
2   **TOWN OF LADY LAKE, FLORIDA**

3           **AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY**  
4           **BEING APPROXIMATELY 8.47 ACRES OWNED BY NORTH LAKE PRESBYTERIAN CHURCH,**  
5           **INC.; REFERENCED BY ALTERNATE KEY NUMBERS 1629586, 2689552, 3539605, AND**  
6           **2830476; WITHIN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY FROM LAKE**  
7           **COUNTY COMMUNITY COMMERCIAL DISTRICT (C-2), LADY LAKE PLANNED COMMERCIAL**  
8           **(CP), AND LADY LAKE RESIDENTIAL SINGLE FAMILY (RS-3) TO LADY LAKE PLANNED**  
9           **COMMERCIAL (CP); PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.**

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

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

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

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

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

26   **SECTION 1: Petition**

27   Based upon the petition of certain landowners of property, which is located in Lake County,  
28   Florida, and described in Exhibit "A" hereto, a request has been made that the property be  
29   zoned "Lady Lake Planned Commercial" (CP). Said petition has been approved by the Town  
30   Commission of the Town of Lady Lake in accordance with the Town of Lady Lake  
31   Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter  
32   of the Town of Lady Lake, and the Florida Statutes. The property described in Exhibit "A" hereto  
33   is hereby rezoned from Lake County Community Commercial District, Lady Lake Planned

1 Commercial (CP), and Lady Lake Residential Single Family (RS-3) 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 21<sup>st</sup> day of June 2021.

16 Town of Lady Lake, Florida

17 \_\_\_\_\_  
18 Ruth Kussard, Mayor

19 Attest:

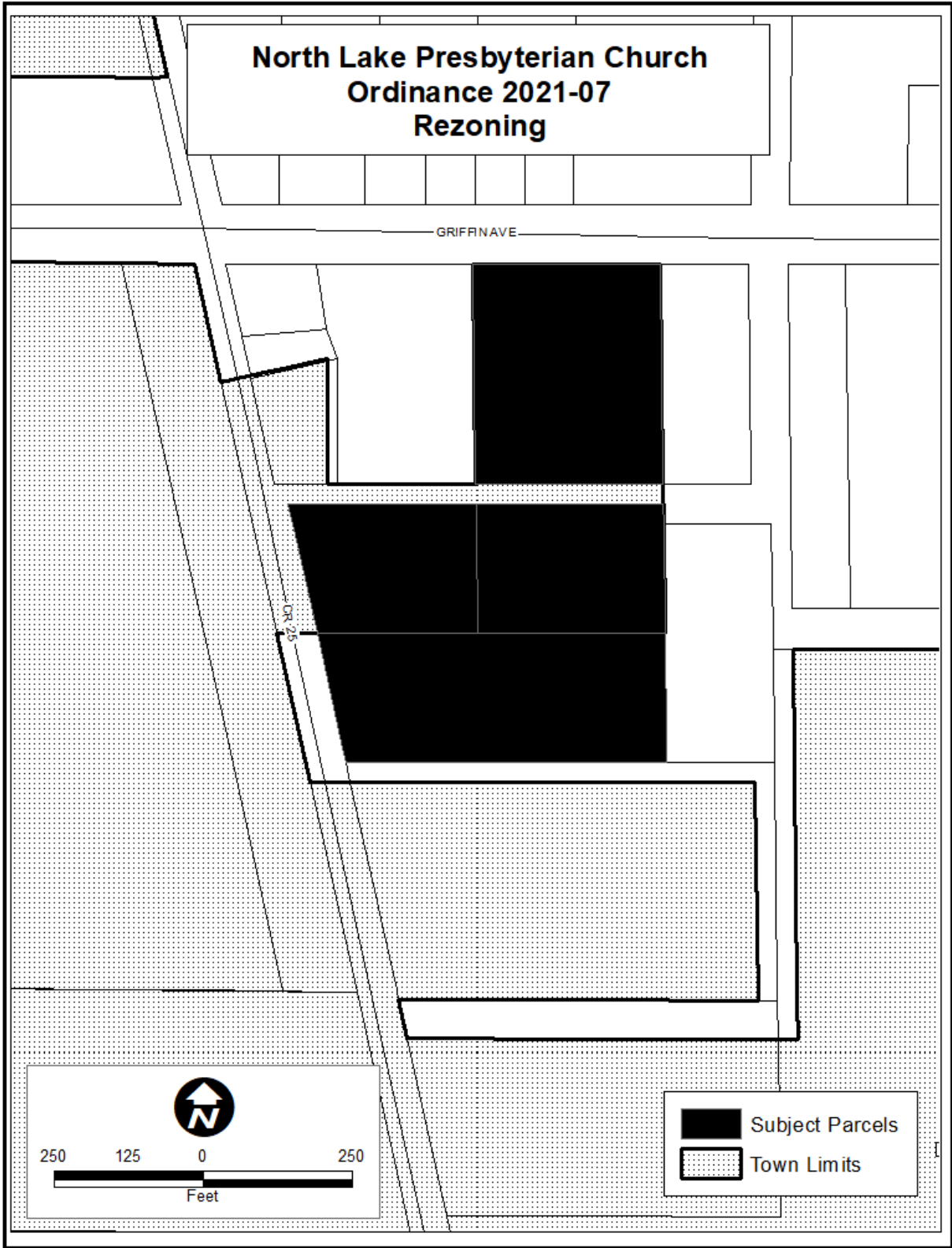
20 \_\_\_\_\_  
21 Nancy Slaton, Town Clerk

22 Approved as to form:

23 \_\_\_\_\_  
24 Derek Schroth, Town Attorney

**EXHIBIT A—Legal Description and Map**

- 1
- 2 Lots 6, 7, 8 and 9, Block 16, and the North 1/2 of Stapylton Avenue along the South boundary of
- 3 Lots 6, 7, 8 and 9, Block 16, CONANT, a subdivision in Section 8, Township 18 South, Range 24
- 4 East, Lake County, Florida, according to the. plat thereof recorded in Plat Book 1, Page 8, Public
- 5 Records of Sumter County, Florida, of which Lake County was formerly a part.
- 6 Together with a non-exclusive easement for ingress **and** egress as set forth in Official Records
- 7 Book 3639, Page 1912, Public Records of Lake County, Florida.
- 8 And
- 9 Lots 2, 3, 4, and 5, Block 16, and the South 1/2 of Oxford Avenue along the North boundary of
- 10 Lots 2, 3, 4, and 5, Block 16, CONANT, a subdivision in Section 8, Township 18 South, Range 24
- 11 East, Lake County, Florida, according to the plat thereof recorded in Plat Book 1, Page 8, Public
- 12 Records of Sumter County, Florida, of which Lake County was formerly a part.
- 13 And
- 14 Lots 2, 3, 10 and 11, Block 14, CONANT, a subdivision in Section 8, Township 18 South, Range 24
- 15 East, Lake County, Florida, according to the plat thereof recorded in Plat Book 1, Page 8, Public
- 16 Records of Sumter County, Florida, of which Lake County was formerly a part.



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**EXHIBIT "B"**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is dated this **21st** day of **June, 2021** between the Town of Lady Lake, Florida (the "Town") and North Lake Presbyterian Church, Inc. ("Property Owners").

**RECITALS**

1. The Property Owners are the fee simple owners of certain real property in Lake County, Florida, as described in the legal description attached as Exhibit "A".
2. The real property described in the legal description is presently zoned Lake County Community Commercial District (C-2), Lady Lake Planned Commercial (CP), and Lady Lake Residential Single Family (RS-3).
3. The applicant wishes to amend the existing MOA under Town of Lady Lake Ordinance 2015-02 to include additional property and uses.

**NOW THEREFORE**, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the CP zoning for that property described in the attached legal description, Exhibit "A".

1. Permitted Uses. Retail Sales & Services, Medical Offices, Offices, Office/Warehouse Facilities, Contractor's Office, Mini-Storage Warehouse and Motor Vehicles, Recreational Vehicles and/or Boat Storage Facilities.
2. Uses Expressly Prohibited. Any and all uses other than those aforementioned as "permitted uses" shall be expressly prohibited.
3. Hours of Operation. The hours of operation shall be as follows:
  - a. Open at 8 a.m.
  - b. Close at 5 p.m.
  - c. Unattended 24hr access to the facilities. Access shall be with coded keypad and automatic horizontal sliding gate
4. Design Standards.
  - a. The maximum impervious surface ratio (which includes building coverage) shall be limited to 80%.
  - b. Maximum building height is 35 feet.
  - c. Setback requirements shall be:
    - 1) Front Yard Setback:

- 1           a) Local roadway – 25 feet minimum
- 2           b) Collector roadway – 35 feet minimum
- 3           2) Rear Yard Setback: 20 feet minimum
- 4           3) Side Yard Setback When Adjoining:
  - 5           a) Another lot - 20 feet
  - 6           b) Local roadway - 25 feet minimum
- 7   5. Parking and Accessibility. Parking requirements shall be as required pursuant to Chapter 7 of
- 8   the Town’s Land Development Regulations for the specific use. All regular parking spaces
- 9   shall be 10 by 20 feet in size. Florida Accessible parking spaces should be 12 by 20 feet in size
- 10   with eight feet wide minimum van accessible access aisle.
- 11   6. Landscaping. Landscaping requirements shall be Landscape Buffers Class B” around the
- 12   perimeter of the subject property line as delineated in Chapter 10, Landscaping section of
- 13   the Land Development Regulations. Owner shall install solid PVC fencing along CR 25 and
- 14   first 200’ along north and south property lines, then chain link fencing with PVC slats for the
- 15   remaining property lines. Existing trees located within the buffer shall take the place of
- 16   required trees with proper approvals. Owner shall maintain all landscaping in good order
- 17   pursuant to all Town codes and shall maintain all fences in good order as determined by the
- 18   Town. Maintain all fences in good order includes, but is not limited to, keeping fences clean
- 19   with no mildew, repairing or replacing any breaks and ensuring fences are not stained,
- 20   rusted or otherwise unsightly.
- 21   7. Vehicle Registration. Owner shall ensure all recreational vehicles, boats, and/or other
- 22   vehicles must maintain proper registration at all times while parked within the storage
- 23   facility.
- 24   8. Designated Spaces. Each leasable space within the facility shall be clearly marked by a post
- 25   and numbering system. The contents of each space must remain entirely within the area
- 26   designated for the lessee of the assigned space.
- 27   9. Maintenance Standards. Owner shall ensure all vehicles within the facility shall be properly
- 28   maintained as to not exhibit mildew, broken windows, discoloration, or cracking and/or
- 29   chipped paint. Owner shall ensure any covers used in conjunction with boat storage or other
- 30   vehicles shall be properly secured and shall also be absent of tears and mildew. The property
- 31   owner shall bear the responsibility of adherence to these standards.

- 1 10. High Grass. Owner shall maintain the property to ensure the height of the grass does not  
2 exceed a maximum of 10 inches under, around, or between vehicles and/or boats, as well as  
3 on all other portions of the property.
- 4 11. Heirs and Successors. The terms and conditions as set forth in this Memorandum of  
5 Agreement shall insure to the benefit of and shall constitute a covenant running with the  
6 land and under the terms, conditions and provisions hereof, and shall be legally binding  
7 upon any heirs, assigns and successors in title or interest, and shall be subject to each and  
8 every condition herein set out.
- 9 12. The property shall be developed in substantial accordance with an approved site plan  
10 incorporating all conditions of this Memorandum of Agreement. Said plans shall be  
11 submitted for review and approval of the Technical Review Committee and Town  
12 Commission prior to authorization and issuance of a development order.
- 13 13. Water Retention Areas. The drainage and storm water retention requirements of the Town  
14 and the appropriate regulatory agencies shall be met and approved by the Town Consulting  
15 Engineer. These areas shall be properly maintained by the developer.
- 16 14. Lighting. All lighting for the proposed facilities shall be designed and located such that light  
17 and/or glare shall be directed upon the subject property only.
- 18 15. Infrastructure. The developer shall be responsible for the cost and installation of any  
19 required on-site and off-site infrastructure improvements necessitated by impacts of the  
20 project (i.e. Concurrency Management).
- 21 16. Signage. Owner will erect ground mounted sign to meet design standards with the Town's  
22 approval. Final design and layout shall be submitted for proper approvals.
- 23 17. Potable water & Sanitary Sewer. The property described in Exhibit "A" shall connect to the  
24 Town of Lady Lake's potable water, central sewer, and reclaim/reuse systems at time of  
25 commencement. All costs associated with design, permitting, engineering, materials,  
26 construction, and inspections shall be the sale cost of the developer.
- 27 18. Compliance with All Requirements. No person, firm, corporation or entity shall erect,  
28 construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building  
29 or structure, or alter the land in any manner within the boundary of the subject property  
30 without first submitting necessary plans, obtaining necessary approvals, and obtaining  
31 necessary permits in accordance with the Town of Lady Lake Land Development Regulations  
32 and Town Code of Ordinances. Nothing herein shall relieve the Developer or their successors  
33 or assigns from obtaining any local, regional, state, or federal permits, or compliance with

1 any applicable ordinance, laws, rules, or regulations necessary for the development of the  
2 property.

3 19. Recordation. The Memorandum of Agreement shall be recorded in the Public Records of  
4 Lake County, Florida.

5 20. Enforcement. In addition to any other remedies available under Florida law, the Town  
6 Commission may enforcement this Memorandum of Agreement through litigation or through  
7 the Code Enforcement proceedings. The Town shall be entitled to recover all attorney’s fees  
8 and costs incurred in seeking enforcement of this Memorandum of Agreement. The Town is  
9 also entitled to rescission of this Agreement, if it desires, and any and all rights conferred  
10 under this Agreement in the event Owner violates this Agreement. Upon approval of this  
11 agreement, the aforementioned property shall only be used for the purposes described  
12 herein. No change in the use, further expansion of the uses, additions to the uses, or  
13 additions to the facilities shall be permitted except as approved by formal amendment of  
14 this Memorandum of Agreement. Any other proposed use shall be specifically authorized by  
15 amendment and approval of the Town of Lady Lake Commission and shall be legally binding  
16 upon any heirs, assigns and successors in title or interest.

17 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first  
18 written.

19 **NORTH LAKE PRESBYTERIAN CHURCH, INC.**

20 \_\_\_\_\_  
21 Rose Gorman, President

22 **STATE OF FLORIDA**

23 **COUNTY OF LAKE**

24 The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence  
25 or \_\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by  
26 \_\_\_\_\_, as Owner/Authorized Signer of the Property, who is  
27 personally known to me or has produced \_\_\_\_\_ as identification.

28 My Commission Expires:

29 \_\_\_\_\_  
30



# EXHIBIT "C"

