

1 **DRAFT ORDINANCE 2021-10**  
2 **TOWN OF LADY LAKE, FLORIDA**

3 **AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY**  
4 **BEING APPROXIMATELY 27.82 ACRES OWNED BY JT BEAHAN IV; REFERENCED BY**  
5 **ALTERNATE KEY NUMBER 1771421, WITHIN LAKE COUNTY, FLORIDA; REZONING**  
6 **SUBJECT PROPERTY FROM MANUFACTURED HOMES HIGH DENSITY (MH-9) AND HEAVY**  
7 **COMMERCIAL (HC) TO PLANNED COMMERCIAL (CP); PROVIDING FOR SEVERABILITY;**  
8 **ESTABLISHING AN 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 (LDRs) of the Town of Lady Lake, Florida, and Official Zoning Map in accordance  
17 with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part 2,  
18 Florida 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 Lady Lake,  
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 “Lady Lake County Manufactured Homes High Density” (MH-9) and “Lady  
2 Lake Heavy Commercial” (HC) to “Lady Lake Planned 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 19<sup>th</sup> day of July, 2021.

16 Town of Lady Lake, Florida

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

19 Attest:

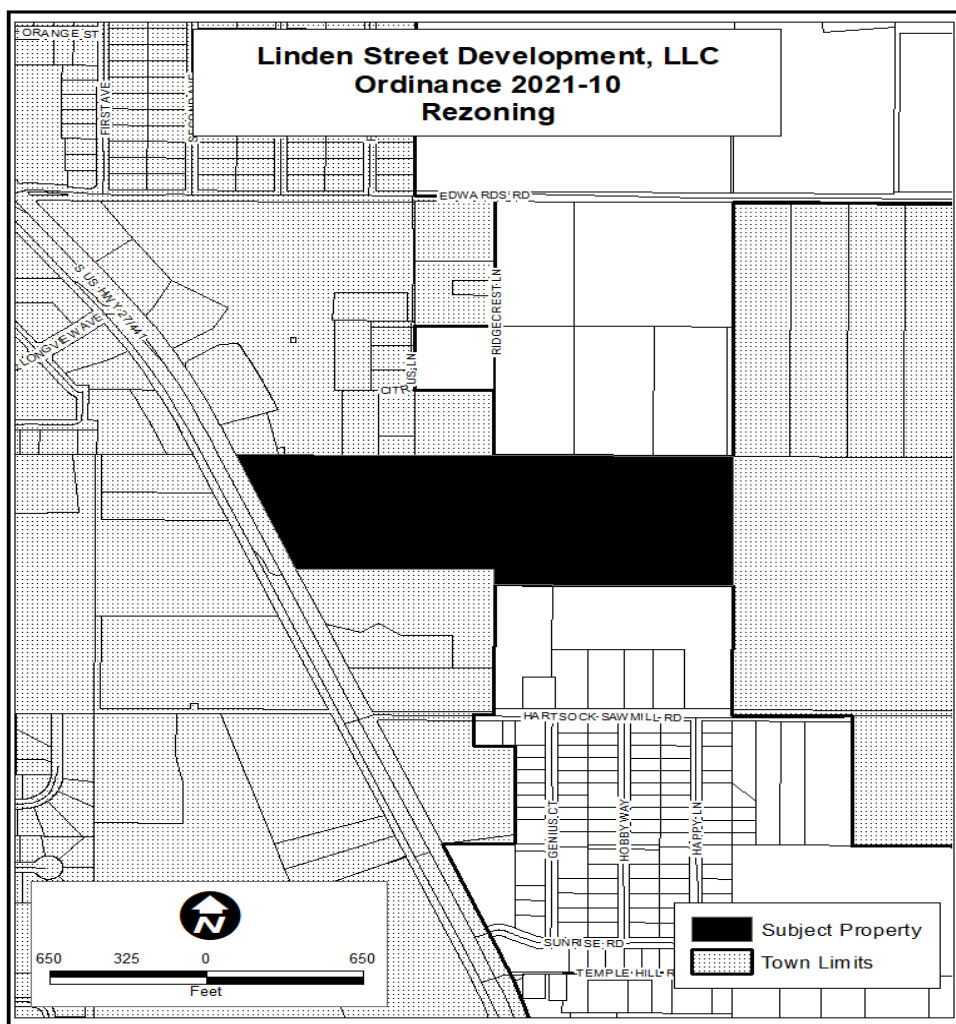
20 \_\_\_\_\_  
21 Nancy Slaton, Town Clerk

22 Approved as to form:

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

### EXHIBIT A — Legal Description and Map

1  
2 Parcel ID#: 28-18-24-0001-000-00300; W 1/4 OF SE 1/4 OF NE 1/4, SW 1/4 OF NE 1/4, LYING NE OF  
3 NE'LY R/W OF SR 500, E 990 FT OF N 660 FT OF SE 1/4 OF NE 1/4--LESS FROM NE COR OF SW 1/4  
4 OF NE 1/4 RUN N 89-46-08 W ALONG N LINE OF SW 1/4 OF NE 1/4 A DIST OF 741.54 FT TO A POINT  
5 ON E'LY R/W LINE OF SR 500, S 23-16-50 E ALONG SAID R/W LINE 1187.86 FT FOR POB, CONT S 23-  
6 16-50 E ALONG SAID E'LY R/W LINE A DIST OF 259.46 FT TO A POINT ON S BOUNDARY OF SW 1/4  
7 OF NE 1/4, S 89-48-40 E ALONG SAID S LINE 497.31 FT TO E LINE OF W 1/4 OF SE 1/4 OF NE 1/4, N  
8 0-08-30 E ALONG SAID E LINE 238 FT, N 89-48-40 W 600.45 FT TO POB & LESS FROM NE COR OF  
9 SW 1/4 OF NE 1/4 RUN N 89-46-08 W ALONG N BOUNDARY OF SW 1/4 OF NE 1/4 A DIST OF 741.54  
10 FT TO A POINT ON SAID E'LY R/W LINE OF HWY 27 & 441, S 23-16-50 E ALONG SAID R/W LINE A  
11 DIST OF 637.86 FT FOR POB, RUN S 89-48-40 E 819.07 FT TO E BOUNDARY LINE OF W 1/4 OF SE  
12 1/4 OF NE 1/4, S 0-08-30 W ALONG SAID E LINE OF W 1/4 OF SE 1/4 OF NE 1/4 A DIST OF 504.50 FT,  
13 N 89-48-40 W 600.45 FT TO A POINT ON SAID E'LY R/W LINE OF HWY 27 & 441, N 23-16-50 W  
14 ALONG SAID E'LY R/W LINE 550 FT TO POB-- ORB 1810 PG 1538 ORB 3237 PG 337 ORB 4350 PG  
15 658



1 **Exhibit B**

2 **MEMORANDUM OF AGREEMENT**

3 This **MEMORANDUM OF AGREEMENT** dated this \_\_\_\_\_ of \_\_\_\_\_, 2021, is 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 JT Beahan IV (“Property Owner”), whose mailing  
6 address is 34 Clayton Lane, Sandy Lake, Pennsylvania 16145.

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 the Town of Lady Lake Land  
11 Use designation “Planned Commercial” (CP).

12 Property Owner desires to rezone the property from Lady Lake MH-9 and Lady Lake HC to Town  
13 of Lady Lake CP.

14 Property Owner desires to appoint Linden Street Development, LLC as the Agent in processing  
15 the concurrent Rezoning and Large-Scale Comprehensive Plan Amendment petition.

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

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

21 1. Permitted Uses: The subject property, containing approximately 27.82 acres (referred to  
22 herein as the “Project”) shall only be used for the following uses:

- 23 • Garage Condominiums  
24 • Motor Vehicle and Boat Storage  
25 • Apartments

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

29 3. Design, Development, and Setback Standards:

- 30 a) The maximum impervious surface ratio (which includes building coverage) shall be  
31 limited to 80 percent.

- 1        b) Maximum building height is 45 feet, apartments shall not exceed three stories.
- 2        c) No minimum lot size is required.
- 3        d) No minimum lot width is required.
- 4        e) Setback requirements as required in the LDR's shall be as follows:
- 5            • West: 40 feet (US Hwy27/441 frontage)
- 6            • East: 20 feet with Type B landscape buffer
- 7            • North: 20 feet with Type B landscape buffer
- 8            • South: 10 feet Type A buffer south of the apartment complex; 20 feet Type B buffer
- 9            south of the condo storage facility
- 10      4. Utilities: The Project shall be served by the Town's central water and sewer systems, and the
- 11      Property Owner shall be responsible for the cost of all off-site and on-site installation of
- 12      water and sewer Infrastructure serving the Project and costs associated thereto. As a
- 13      condition of approval of any site plan/Condo Plat, Property Owner shall enter into an
- 14      Agreement with the Town covering the terms and conditions of water and sewer service
- 15      extension to the site in a form acceptable to the Town.
- 16      5. Concurrency Management: The developer shall be responsible for the cost and installation
- 17      of any required on-site and off-site infrastructure improvements necessitated by the impact
- 18      of the project.
- 19      6. Development Review and Approval: Prior to the issuance of any permits, the developer shall
- 20      be required to submit site development plans for review and approval by the Town (i.e.
- 21      construction plans and final plat), and said development plans must meet all codes and
- 22      ordinances of the Town of Lady Lake.
- 23      7. Parking Availability: Developer shall be required to demonstrate that parking is available for
- 24      in accordance with the parking calculation matrix of the Land Development Regulations.
- 25      8. Transportation: The developer shall comply with all Lady Lake access management
- 26      requirements, as established in the Lady Lake Land Development Regulations.
- 27      9. Additional Conditions: In addition to the specific conditions contained herein, the Property
- 28      Owner shall comply with all local, state and Federal regulations pertaining to the proposed
- 29      development of the Property.
- 30      10. Enforcement: The Memorandum of Agreement shall be enforced through the Town of Lady
- 31      Lake Town Commission; upon approval of this agreement, the aforementioned property
- 32      shall only be used for the purposes described herein.

- 1 11. Entire Agreement: This Agreement embodies and constitutes the entire understanding of the  
2 parties with respect to the subject matters addressed herein, and all prior negotiations,  
3 correspondence, conversations, agreements, understandings, representations and  
4 statements, oral or written, are incorporated and merged into this Agreement.
- 5 12. Amendments to Agreement: No change in the use, further expansion of the uses, additions to  
6 the uses or additions to the facilities shall be permitted except as approved by formal  
7 amendment of this Memorandum of Agreement. Any other proposed use shall be specifically  
8 authorized by amendment and approval of the Town of Lady Lake Town Commission.
- 9 13. Miscellaneous:
- 10 a) General Provisions: No failure of either party to exercise any power given hereunder or to  
11 insist upon strict compliance with any obligation specified herein, and no custom practice  
12 at variance with the terms hereof, shall constitute a waiver of either party's right to  
13 demand exact compliance with the terms hereof. Wherever under the terms and  
14 provisions of this agreement, the time for performance shall fall upon a Saturday, Sunday  
15 or Federal banking holiday, such time for performance shall be extended to the next day  
16 that is not a Saturday, Sunday or federal banking holiday. The headings inserted at the  
17 beginning of each paragraph or subparagraph is for convenience only, and do not add to  
18 or subtract from the meaning of the contents of such paragraph or subparagraph. This  
19 Agreement shall be interpreted under the laws of the State of Florida. Venue for any action  
20 between the parties with respect to the matters addressed by this Agreement shall be Lake  
21 County, Florida.
- 22 b) Severability: If any section, sentence, clause, phrase or word of this Agreement is for any  
23 reason held, or declared to be unconstitutional, inoperative or void, such holding or  
24 invalidity shall not affect the remaining portions of this ordinance; and it shall be  
25 construed to have been the Town Commission's intent to enter into this Agreement  
26 without such unconstitutional, invalid or inoperative part therein; and the remainder of  
27 this Agreement, after the exclusion of such part or parts, shall be deemed and held to be  
28 valid, as if such parts had not been included herein; or if this Agreement or any provisions  
29 thereof shall be held inapplicable to any person, groups of persons, property, kind of  
30 property, circumstances or set of circumstances, such holding shall not affect the  
31 applicability thereof to any other person, property or circumstances.
- 32 14. Binding Effect: The terms and condition as set for this Memorandum of Agreement shall  
33 inure to the benefit of, and shall constitute a covenant running with the land and under the  
34 terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns  
35 and successors in title or interest and shall be subject to each and every condition herein set  
36 out.

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

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

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

8 **TOWN OF LADY LAKE**

9 \_\_\_\_\_  
10 Ruth Kussard, Mayor

11 Attest:

12 \_\_\_\_\_  
13 Nancy Slaton, Town Clerk

14 Approved as to form:

15 \_\_\_\_\_  
16 Derek Schroth, Town Attorney

17  
18 **PROPERTY OWNER**

19 \_\_\_\_\_  
20 JT Beahan IV, Property Owner

21 **STATE OF FLORIDA**

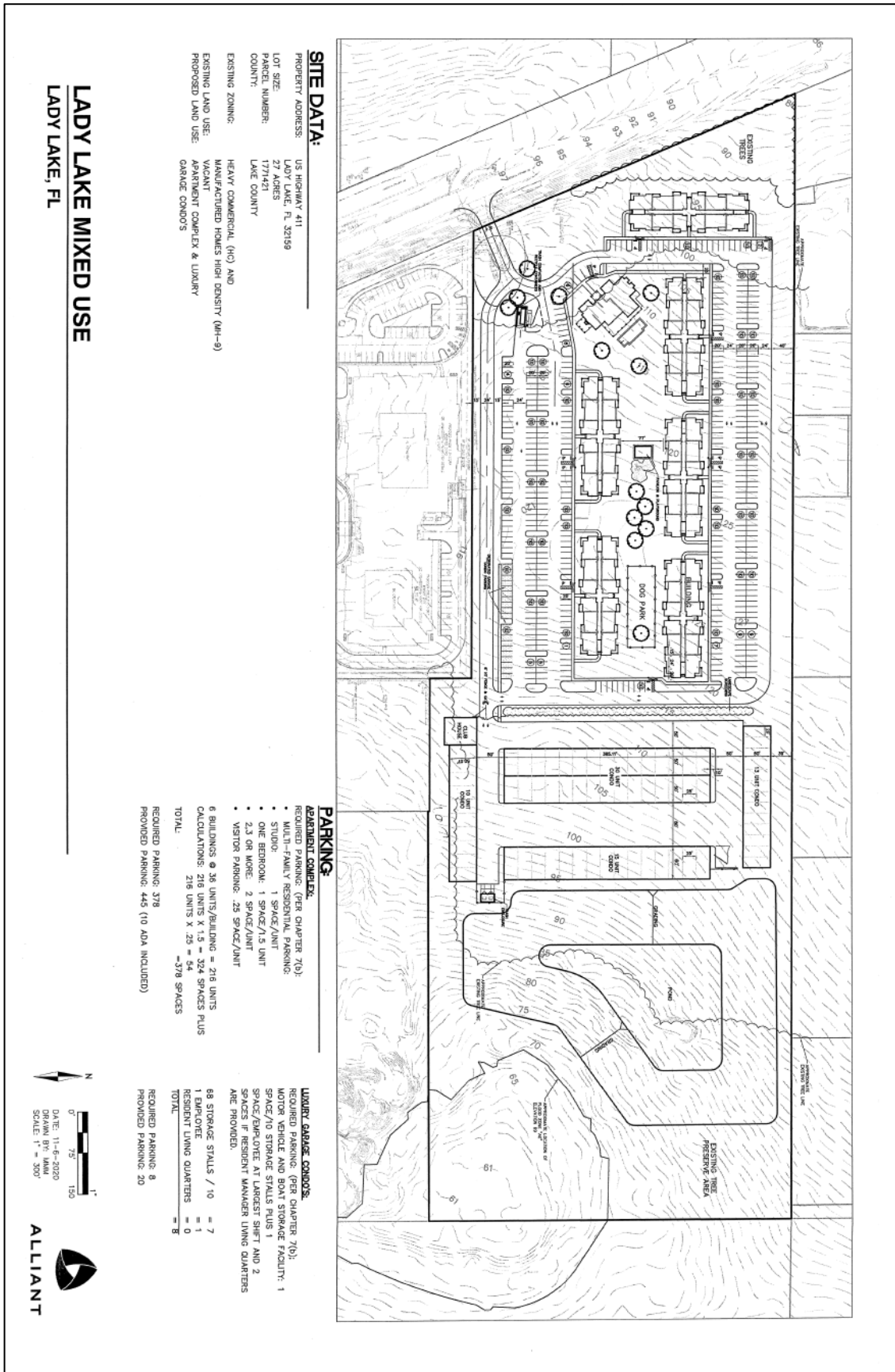
22 **COUNTY OF LAKE**

23 The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence  
24 or \_\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by  
25 \_\_\_\_\_, as Owner/Authorized Signer of the Property, who is  
26 personally known to me or has produced \_\_\_\_\_ as identification.

27 My Commission Expires:

28 \_\_\_\_\_  
29 Notary Public Signature

**EXHIBIT C — Conceptual Plan**



**SITE DATA:**

PROPERTY ADDRESS: US HIGHWAY 411  
 LADY LAKE, FL 32159  
 LOT SIZE: 27 ACRES  
 PARCEL NUMBER: 1771421  
 COUNTY: LAKE COUNTY  
 EXISTING ZONING: HEAVY COMMERCIAL (HC) AND MANUFACTURED HOMES HIGH DENSITY (MH-9)  
 EXISTING LAND USE: VACANT  
 PROPOSED LAND USE: APARTMENT COMPLEX & LUXURY GARAGE CONDOS

**PARKING:**

**APARTMENT COMPLEX:**  
 REQUIRED PARKING: (PER CHAPTER 710)  
 • MULTI-FAMILY RESIDENTIAL PARKING:  
 • STUDIO: 1 SPACE/UNIT  
 • ONE BEDROOM: 1 SPACE/1.5 UNIT  
 • 2.3 OR MORE: 2 SPACE/UNIT  
 • VISITOR PARKING: .25 SPACE/UNIT  
 6 BUILDINGS @ 36 UNITS/BUILDING = 216 UNITS  
 CALCULATIONS: 216 UNITS X 1.5 = 324 SPACES PLUS  
 216 UNITS X .25 = 54  
 TOTAL = 378 SPACES  
 REQUIRED PARKING: 378  
 PROVIDED PARKING: 445 (10 ADA INCLUDED)

**LUXURY GARAGE CONDOS:**  
 REQUIRED PARKING: (PER CHAPTER 710)  
 MOTOR VEHICLE AND BOAT STORAGE FACILITY: 1  
 SPACE/10 STORAGE STALLS PLUS 1  
 SPACE/EMPLOYEE AT LARGEST SHIFT AND 2  
 SPACES IF RESIDENT MANAGER LIVING QUARTERS  
 ARE PROVIDED.  
 68 STORAGE STALLS / 10 = 7  
 1 EMPLOYEE = 1  
 RESIDENT LIVING QUARTERS = 0  
 TOTAL = 8  
 REQUIRED PARKING: 8  
 PROVIDED PARKING: 20

