





**EXHIBIT A—Legal Description and Map**

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PARCEL 1 (Parcel # 21-18-24-0003-000-03700) 413 Sunshine Boulevard — That part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 18 South, Range 24 East, In the City of Lady Lake, Lake County, Florida, bounded and described as follows: BEGIN at a point on the West line of said Section 21 that is 420.5 feet North of the Southwest corner of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 21 and run thence East 145 feet; thence South parallel to the West line of said Section 21 a distance of 181 feet; thence West 145 feet to the West line of said Section 21; thence North along said West line 181 feet to the POINT OF BEGINNING.

PARCEL 2 (Parcel # 21-18-24-0003-000-03702) 416 S Old Dixie Highway — From the Northwest corner of the Southwest 1/4 of Section 21, Township 18 South, Range 24 East, In Lake County, Florida, run South 239.5 feet, thence East 145 feet for the POINT OF BEGINNING. Run thence South 181 feet; thence West 145 feet; thence South 119.5 feet; thence East 100 feet; thence South 120 feet; thence East to a point 120 feet West of Railroad Right-of-Way; thence Northwesterly parallel to Railroad Right-Of-Way 170 feet; thence East 120 feet; thence Northwest along Railroad Right-of-Way to a point East of the POINT OF BEGINNING; thence West to the POINT OF BEGINNING.

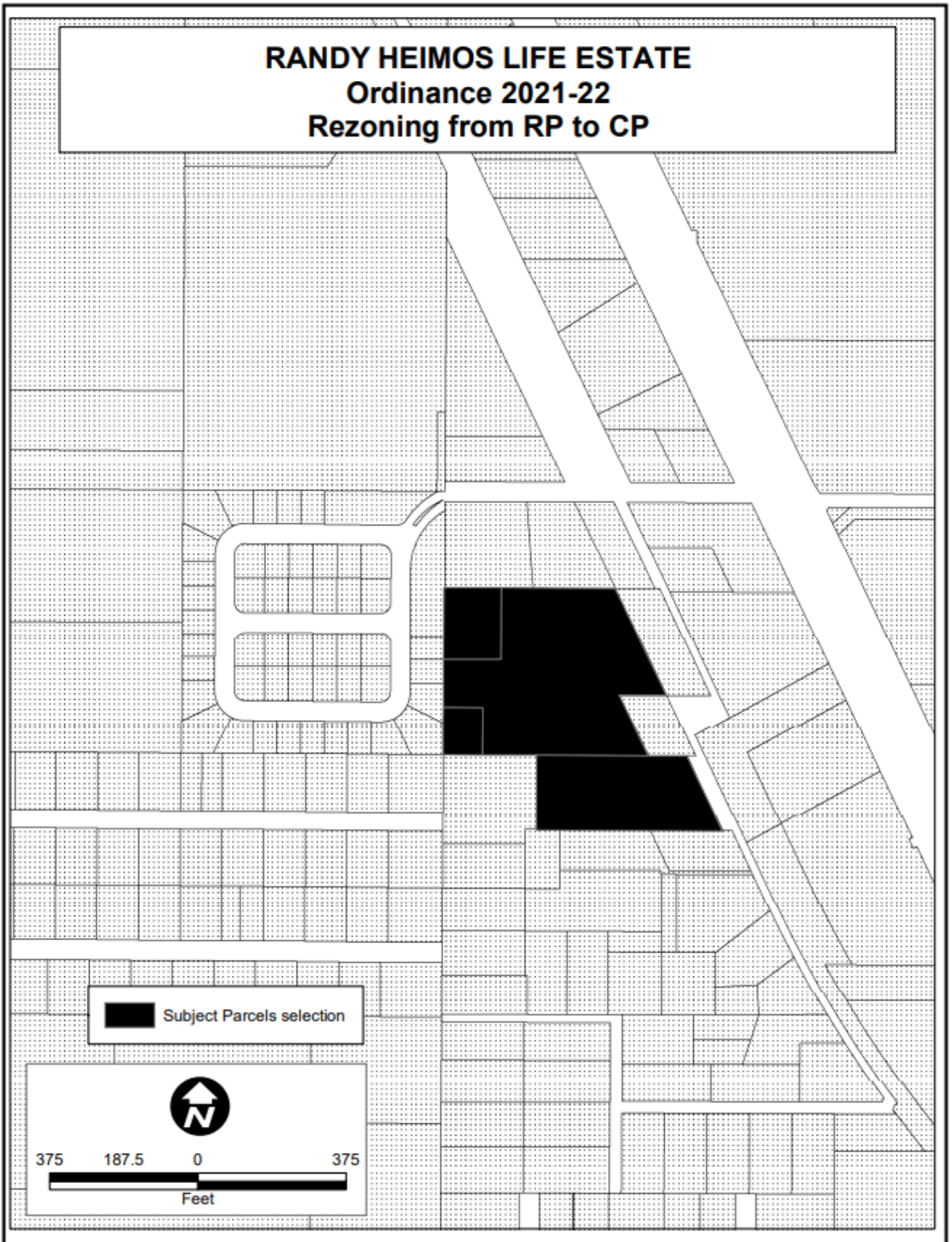
PARCEL 3 (Parcel # 21-18-24-0003-000-23100) — A portion of the south 1/2 of the Northwest 1/4 of the Southwest 1/4 of section 21, Township 18 South, Range 24 East, Lake County, Florida, being described as follows: Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 18 South, Range 24 East; thence South 00 degrees 00 minutes 30 seconds West, along the West line of said South 1/2, a distance of 225 feet; thence North 89 degrees 54 minutes 15 seconds East, parallel with the North line of said South 1/2 a distance of 208.50 feet; thence North 36.00 feet; thence North 89 degrees 54 minutes 15 seconds East, parallel with the North line of said South 1/2, a distance of 29.00 feet to the POINT OF BEGINNING: thence continue North 89 degrees 54 minutes 15 seconds East, a distance of 495.09 feet, more or less, to the Southwesterly Right-of-Way line of A.C.L. Railroad (now abandoned); thence North 26 degrees 22 minutes 32 seconds West, along said Right-of-Way line a distance of 210.00 feet, more or less, to the North line of the aforesaid South 1/2; thence south 89 degrees 54 minutes 15 seconds West, a distance of 402.80 feet; thence South 00 degrees 00 minutes 30 seconds West, a distance of 189.00 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO a 50 foot wide Easement for Ingress and Egress, being described as follows: Commence at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 18 South, Range 24 East, thence South 00 degrees 00 minutes 30

1 seconds West, along the West line of said south 1/2, a distance of 225.00 feet; thence North 89  
2 degrees 54 minutes 15 seconds East, parallel with the North line of said South 1/2, a distance of  
3 208.50 feet; thence North 36.00 feet; thence North 89 degrees 54 minutes 15 seconds East,  
4 parallel with the North line of said South 1/2, a distance of 29.00 feet to the POINT OF  
5 BEGINNING of this Easement: thence continue North 89 degrees 54 minutes 15 seconds East, a  
6 distance of 495.09 feet, more or less, to the Southwesterly Right-of-Way line of A.C.L. Railroad  
7 (now abandoned); thence North 26 degrees 22 minutes 32 seconds West, along said Right-of-  
8 Way line, a distance of 55.60 feet; thence South 89 degrees 54 minutes 15 seconds West, a  
9 distance of 470.87 feet; thence south 00 degrees 00 minutes 30 seconds West, a distance of 50.00  
10 feet to the POINT OF BEGINNING.

11 LESS AND EXCEPT that portion conveyed In Official Records Book 1428, Page 1480, of the Public  
12 Records of Lake County, Florida.

13 PARCEL 4 (Parcel # 21-18-24-0003-000-03701 ) — The West 100 feet of the South 120 feet of the  
14 Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 18 South, Range  
15 24 East, Public Records of Lake County, Florida.



**EXHIBIT "B"**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is dated this \_\_\_ day of **December, 2021** between the Town of Lady Lake, Florida (the "Town") and the Randy Heimos Life Estate ("Property Owners").

**RECITALS**

1. The Property Owner is the fee simple owner 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 Lady Lake Residential Professional (RP).
3. The applicant requests approval of this MOA to rezone the property and establish the requested uses.

**NOW THEREFORE**, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the Planned Commercial (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:

a) Local roadway – 25 feet minimum

- 1           b) Collector roadway – 35 feet minimum
- 2           2) Rear Yard Setback: 20 feet minimum
- 3           3) Side Yard Setback When Adjoining:
  - 4           a) Another lot - 20 feet
  - 5           b) Local roadway - 25 feet minimum
- 6   5. Parking and Accessibility. Parking requirements shall be as required pursuant to Chapter 7 of  
7   the Town’s Land Development Regulations for the specific use. All regular parking spaces  
8   shall be 10 by 20 feet in size. Florida Accessible parking spaces should be 12 by 20 feet in size  
9   with eight feet wide minimum van accessible access aisle.
- 10 6. Landscaping. Landscaping requirements shall be Landscape Buffers Class B” around the  
11  perimeter of the subject property line as delineated in Chapter 10, Landscaping section of  
12  the Land Development Regulations. Owner shall install chain link fencing with PVC slats for  
13  the perimeter property lines. Existing trees located within the buffer shall take the place of  
14  required trees with proper approvals. Owner shall maintain all landscaping in good order  
15  pursuant to all Town codes and shall maintain all fences in good order as determined by the  
16  Town.
- 17 7. Vehicle Registration. Owner shall ensure all recreational vehicles, boats, and/or other vehicles  
18  must maintain proper registration at all times while parked within the storage facility.
- 19 8. Designated Spaces. Each leasable space within the facility shall be clearly marked by a post  
20  and numbering system. The contents of each space must remain entirely within the area  
21  designated for the lessee of the assigned space.
- 22 9. Maintenance Standards. Owner shall ensure all vehicles within the facility shall be properly  
23  maintained as to not exhibit mildew, broken windows, discoloration, or cracking and/or  
24  chipped paint. Owner shall ensure any covers used in conjunction with boat storage or other  
25  vehicles shall be properly secured and shall also be absent of tears and mildew. The property  
26  owner shall bear the responsibility of adherence to these standards.
- 27 10. High Grass. Owner shall maintain the property to ensure the height of the grass does not  
28  exceed a maximum of 10 inches under, around, or between vehicles and/or boats, as well as  
29  on all other portions of the property.
- 30 11. Heirs and Successors. The terms and conditions as set forth in this Memorandum of  
31  Agreement shall insure to the benefit of and shall constitute a covenant running with the  
32  land and under the terms, conditions and provisions hereof, and shall be legally binding

- 1        upon any heirs, assigns and successors in title or interest, and shall be subject to each and  
2        every condition herein set out.
- 3    12. The property shall be developed in substantial accordance with an approved site plan  
4        incorporating all conditions of this Memorandum of Agreement. Said plans shall be  
5        submitted for review and approval of the Technical Review Committee and Town  
6        Commission prior to authorization and issuance of a development order.
- 7    13. Water Retention Areas. The drainage and storm water retention requirements of the Town  
8        and the appropriate regulatory agencies shall be met and approved by the Town Consulting  
9        Engineer. These areas shall be properly maintained by the developer.
- 10   14. Lighting. All lighting for the proposed facilities shall be designed and located such that light  
11        and/or glare shall be directed upon the subject property only.
- 12   15. Infrastructure. The developer shall be responsible for the cost and installation of any  
13        required on-site and off-site infrastructure improvements necessitated by impacts of the  
14        project (i.e., Concurrency Management).
- 15   16. Signage. Owner will erect ground mounted sign to meet design standards with the Town's  
16        approval. Final design and layout shall be submitted for proper approvals.
- 17   17. Potable water & Sanitary Sewer. The property described in Exhibit "A" shall connect to the  
18        Town of Lady Lake's potable water, central sewer, and reclaim/reuse systems at time of  
19        commencement. All costs associated with design, permitting, engineering, materials,  
20        construction, and inspections shall be the sole cost of the developer.
- 21   18. Compliance with All Requirements. No person, firm, corporation or entity shall erect,  
22        construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building  
23        or structure, or alter the land in any manner within the boundary of the subject property  
24        without first submitting necessary plans, obtaining necessary approvals, and obtaining  
25        necessary permits in accordance with the Town of Lady Lake Land Development Regulations  
26        and Town Code of Ordinances. Nothing herein shall relieve the Developer or their successors  
27        or assigns from obtaining any local, regional, state, or federal permits, or compliance with  
28        any applicable ordinance, laws, rules, or regulations necessary for the development of the  
29        property.
- 30   19. Recordation. The Memorandum of Agreement shall be recorded in the Public Records of  
31        Lake County, Florida.
- 32   20. Enforcement. In addition to any other remedies available under Florida law, the Town  
33        Commission may enforcement this Memorandum of Agreement through litigation or through  
34        the Code Enforcement proceedings. The Town shall be entitled to recover all attorney's fees



1 and costs incurred in seeking enforcement of this Memorandum of Agreement. The Town is  
 2 also entitled to rescission of this Agreement, if it desires, and any and all rights conferred  
 3 under this Agreement in the event Owner violates this Agreement. Upon approval of this  
 4 agreement, the aforementioned property shall only be used for the purposes described  
 5 herein. No change in the use, further expansion of the uses, additions to the uses, or  
 6 additions to the facilities shall be permitted except as approved by formal amendment of  
 7 this Memorandum of Agreement. Any other proposed use shall be specifically authorized by  
 8 amendment and approval of the Town of Lady Lake Commission and shall be legally binding  
 9 upon any heirs, assigns and successors in title or interest.

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

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

13 \_\_\_\_\_  
 14 Randy Heimos (Life Tenant)

15 **STATE OF FLORIDA**

16 **COUNTY OF LAKE**

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

21 My Commission Expires:

22 \_\_\_\_\_  
 23

EXHIBIT "C" — Conceptual Plan

