



1 Said petition has been approved by the Town Commission of the Town of Lady Lake in  
2 accordance with the Town of Lady Lake Comprehensive Plan, the Land Development  
3 Regulations of the Town of Lady Lake, the Charter of the Town of Lady Lake, and the Florida  
4 Statutes. The property described in Exhibit “A” hereto is hereby zoned “Residential Planned Unit  
5 Development” (PUD).

6 **SECTION 2: Severability**

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

12 **SECTION 3: Effective Date**

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

17 **PASSED AND ORDAINED** by the Town Commission of the Town of Lady Lake, Florida, this  
18 **19th day of January, 2022.**

19 **TOWN OF LADY LAKE**

20 \_\_\_\_\_  
21 Jim Rietz, Mayor

22 Attest:

23 \_\_\_\_\_  
24 Nancy Wilson, Town Clerk

25 Approved as to form:

26 \_\_\_\_\_  
27 Derek Schroth, Town Attorney

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29  
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**EXHIBIT A — Legal Description**

**Parcel ID 05-18-24-0001-000-00300; Section 05, Township 18 South, Range 24 East.**

**ALTERNATE KEY 1237815 ORB 1087, PG 530-532:**

THE SOUTH 1/4 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, ALSO DESCRIBED AS THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE FOLLOWING: BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF GOVERNMENT LOT 1 IN SAID SECTION 5; RUN THENCE NORTH 0°10'30" WEST 337.27 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 1/4 OF SAID GOVERNMENT LOT 1; THENCE WEST ALONG SAID NORTH LINE 40 FEET; THENCE SOUTH 0°10'30" EAST TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 1; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. ALSO, THAT PART OF THE SOUTH 1/4 OF THE NORTH 1/2 OF GOVERNMENT LOT 2 IN SECTION 5, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF GOVERNMENT LOT 1 IN SECTION 5; RUN THENCE NORTH 0°03'10" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 338.7 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 1; THENCE NORTH 89°43'15" WEST 36 FEET; THENCE SOUTH 0°03'10" EAST TO THE SOUTH LINE OF NORTH 1/2 OF SAID GOVERNMENT LOT 2; THENCE EAST ALONG SAID SOUTH LINE 32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**Parcel ID 05-18-24-0001-000-00600; Section 05, Township 18 South, Range 24 East.**

**ALTERNATE KEY 1739438 ORB 939, PG 2369-2371:**

THE S1/2 OF N1/2 OF GOV. LOT 2, SEC. 5, TP. 18 S, R. 24 E , LESS: BEGIN AT THE SOUTHWEST CORNER OF THE N1/2 OF GOV. LOT 1, SAID SEC. 5, RUN THENCE NORTH 00°03'10" WEST ALONG THE WEST LINE OF SAID GOV. LOT 1 A DISTANCE OF 338.7 FEET TO THE NORTH LINE OF THE S1/4 OF THE N1/2 OF SAID GOV. LOT 1, THENCE RUN NORTH 89°43'15" WEST 36 FEET, THENCE RUN SOUTH 00°03'10" EAST TO THE SOUTH LINE OF THE N1/2 OF SAID GOV. LOT 2, THENCE RUN EAST ALONG SAID LINE A DISTANCE OF 32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALSO LESS: BEGIN AT A POINT ON THE WEST LINE OF GOV. LOT 1, SAID SEC 5 A DISTANCE OF 338.71 FEET NORTH 00°03'10" WEST OF THE SOUTHWEST CORNER OF N1/2 OF SAID GOV. LOT 1, THENCE RUN NORTH 00°03'10" WEST 338.71 FEET, MORE OR LESS, TO THE NORTH LINE OF THE N1/2 OF THE S1/2 OF THE N1/2 OF SAID GOV. LOT 1, THENCE RUN NORTH 89°39'30" WEST 42 FEET, THENCE RUN SOUTH 00°03'10" EAST TO THE NORTH LINE OF THE S1/4 OF THE N1/2 OF SAID GOV. LOT 2, THENCE RUN EAST ALONG SAID LINE A DISTANCE OF 36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO, BEGIN AT THE SOUTHEAST CORNER OF THE S1/2 OF THE N1/2 OF GOV. LOT 3, SEC. 5, TP. 18 S, R. 24 E, RUN THENCE NORTH 00°04'12" WEST 680.30 FEET, THENCE WEST 41.44 FEET,

1 THENCE SOUTH 00°28'38" EAST 680.43 FEET, THENCE EAST TO POINT OF BEGINNING, SAID LAND  
2 BEING A STRIP OF LAND LYING BETWEEN THE EASTERLY RIGHT OF WAY OF U.S. ALTERNATE 441,  
3 AND THE WEST BOUNDARY LINE OF THE S1/2 OF N1/2 OF SAID GOV. LOT 2. ALL THE ABOVE LYING  
4 AND BEING IN LAKE COUNTY, FLORIDA.

5 **Parcel ID 05-18-24-0001-000-00200; Section 05, Township 18 South, Range 24 East.**

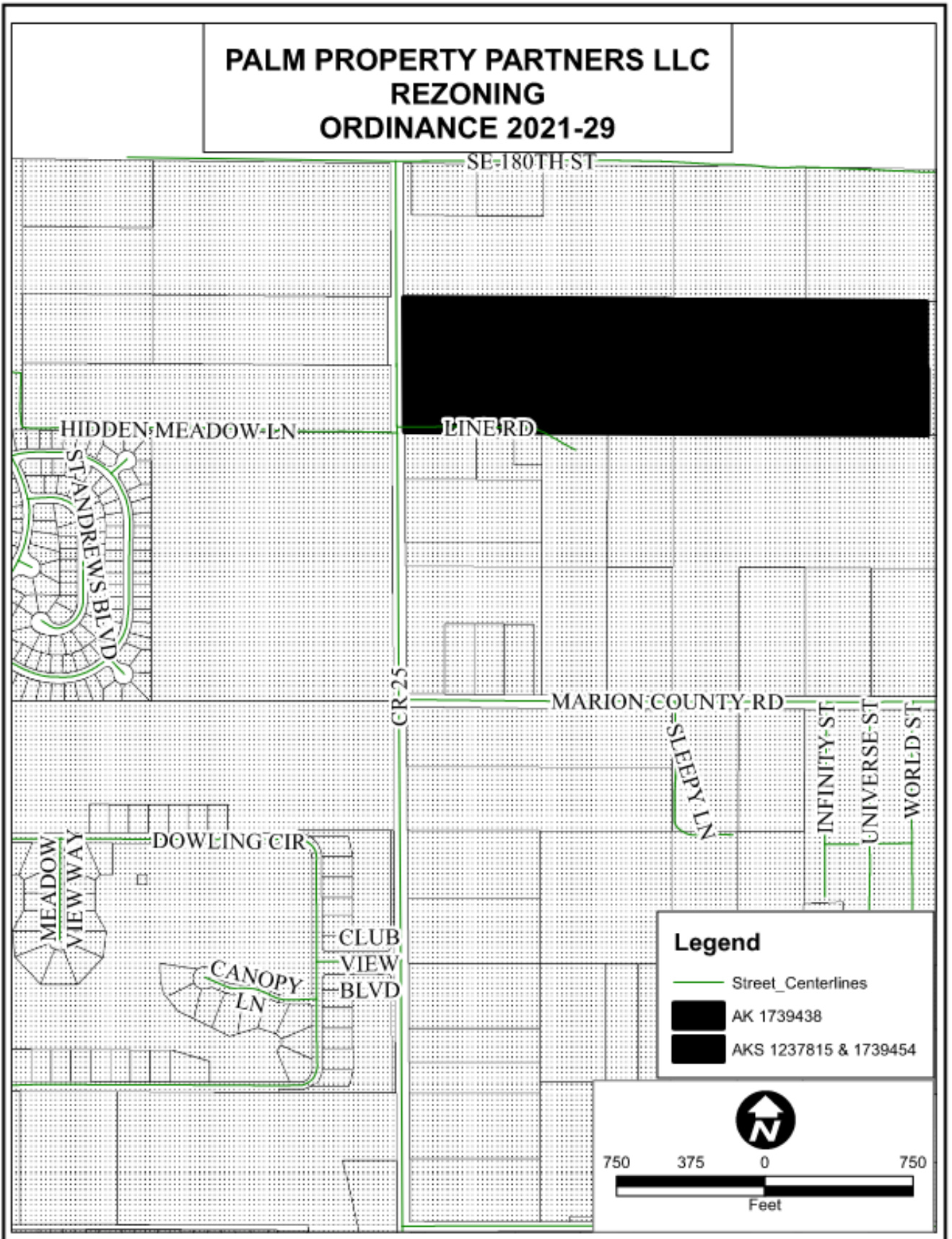
6 **ALTERNATE KEY 1739454 ORB 1087, PG 533-536:**

7 THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, ALSO  
8 DESCRIBED AS THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST  
9 1/4, OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS THE  
10 FOLLOWING: BEGIN AT A POINT ON THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF  
11 GOVERNMENT LOT 1 IN SAID SECTION 5 THAT IS 337.27 FEET NORTH 0°10'30" WEST OF THE  
12 SOUTHEAST CORNER OF THE NORTH

13 1/2 OF SAID GOVERNMENT LOT 1; RUN THENCE NORTH 0°10'30" WEST 337.27 FEET TO THE  
14 NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 1; THENCE WEST  
15 ALONG SAID NORTH LINE 45 FEET; THENCE SOUTH 0°10'30" EAST TO THE NORTH LINE OF THE  
16 SOUTH 1/4 OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 1; THENCE EAST ALONG SAID NORTH  
17 LINE 40 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

18 ALSO, THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF GOVERNMENT  
19 LOT 2, IN SECTION 5, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA,  
20 BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE WEST LINE OF  
21 GOVERNMENT LOT 1 IN SAID SECTION 5 THAT IS 338.71 FEET NORTH 0°03'10" WEST OF THE  
22 SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 1; RUN THENCE NORTH  
23 0°03'10" WEST 338.71 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE  
24 NORTH 1/2 OF SAID GOVERNMENT LOT 1; THENCE NORTH 89°39'30" WEST 42 FEET; THENCE  
25 SOUTH 0°03'10" EAST TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTH 1/2 OF SAID  
26 GOVERNMENT LOT 2; THENCE EAST 36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

27



**EXHIBIT B — Memorandum of Agreement**

This **Memorandum of Agreement** dated this \_\_\_\_ of \_\_\_\_\_ 2022, is between the Town of Lady Lake, Florida, a Florida municipal corporation (the “Town”), whose mailing address is 409 Fennell Boulevard, Lady Lake, FL 32159, and PALM PROPERTY PARTNERS-HAYMAKER, LLC (“Property Owner”), whose mailing address is 4414 Massachusetts St., Orlando, FL 32812.

**RECITALS**

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

Property Owner desires to establish the zoning designation for the property as “Residential Planned Unit Development” (PUD).

Property Owner desires to appoint Charles Hiott with BESH HALFF as the Agent in processing the concurrent Rezoning petition.

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

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

1. Permitted Uses: The subject property, containing approximately 41.22 acres (referred to herein as the “Project”) shall only be used for the following uses:

- Single Family Detached Dwelling Units and ancillary single family subdivision amenities such as community buildings, offices, swimming pools and recreational facilities

2. Design, Development, and Setback Standards:

a) The minimum Open Space area for the entire development is 25 percent. The maximum impervious surface ratio for each lot is 55 percent.

b) 5,600-square-foot minimum lot size is required.

c) 50-foot minimum lot width is required.

d) Setback requirements as follows:

- Front Yard Setback 25 feet minimum

- Primary Rear Yard Setback: 10 feet minimum

- Accessory Rear Yard Setback: 5 feet minimum (pool enclosures, screen rooms, sheds, and similar)

- Side Yard Setback: 5 feet minimum

- 1 3. Parking: Parking requirements shall be as required pursuant to Chapter 7 of the Town's Land  
2 Development Regulations for the specific use. All regular parking spaces shall be ten by 20 feet  
3 in size. Florida Accessible parking spaces should be 12 by 20 feet in size with a five-foot-wide  
4 minimum van accessible access aisle.
- 5 4. Landscaping: Landscape requirements shall be Landscape Buffer Class "A" on the east, west,  
6 north, and south sides of the property as delineated in Chapter 10-Section 10-3, Tables 10-1 and  
7 10-2, Landscaping section of the Land Development Regulations. However, along the southern  
8 boundary of the property, the western 1050 linear feet will not have Landscaping Buffer Class  
9 "A," but rather just a 6-foot vinyl fence so that a 25-foot ingress/egress access easement (Line  
10 Road) can be accommodated for the southern boundary adjacent property owners.
- 11 5. Signage: Signage shall be allowed pursuant to the provisions of Chapter 17 of the Town's  
12 Land Development Regulations.
- 13 6. 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 private retention areas shall be properly maintained by the developer.
- 16 7. 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 8. Utilities: The property described in Exhibit "A" shall connect to the Town of Lady Lake's  
19 potable water, central sewer, and reclaim/reuse systems at time of commencement. All costs  
20 associated with design, permitting, engineering, materials, construction, and inspections shall  
21 be the sole cost of the developer or have a Pioneer agreement for impact credits approved by  
22 the Town Commission.
- 23 9. Concurrency Management: The developer shall be responsible for the cost and installation of  
24 any required on-site and off-site infrastructure improvements necessitated by the impact of the  
25 project.
- 26 10. Development Review and Approval: Prior to the issuance of any permits, the developer shall  
27 be required to submit site development plans for review and approval by the Town (i.e., site  
28 plans, final plat), and said development plans must meet all codes and ordinances of the Town  
29 of Lady Lake. All applicable rules and regulations for development within the Town shall be met;  
30 including but not limited to, final site plan approval, landscaping, drainage, parking, sign  
31 regulations, and yard setbacks.
- 32 11. Transportation: The developer shall comply with all Lady Lake access management  
33 requirements
- 34 12. Additional Conditions: In addition to the specific conditions contained herein, the Property

1 Owner shall comply with all local, state, and Federal regulations pertaining to the proposed  
2 development of the Property.

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

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

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

14 16. Miscellaneous:

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

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



1 applicability thereof to any other person, property or circumstances.

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

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

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

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

14 **TOWN OF LADY LAKE**

15 \_\_\_\_\_  
16 Jim Rietz, Mayor

17 Attest:

18 \_\_\_\_\_  
19 Nancy Wilson, Town Clerk

20 Approved as to form:

21 \_\_\_\_\_  
22 Derek Schroth, Town Attorney

23

1 **PROPERTY OWNER**

2 \_\_\_\_\_  
3 PALM PROPERTY PARTNERS, LLC  
4 Property Owner/Authorized Signer

5 **STATE OF FLORIDA**

6 **COUNTY OF LAKE**

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

11 My Commission Expires:

12 \_\_\_\_\_  
13 Notary Public Signature

