



# Office of Planning and Zoning

## Developer's Agreement Model Homes

### How to Obtain a Developer's Agreement Prior to Final Plat Approval

#### Function

The function of the Developer's Agreement is a courtesy to our development community to issue permits for up to six model homes prior to final plat approval.

#### Pre-Requisites

In order to apply, the following conditions must be completed before an agreement can be issued:

1. All involved Departments must approve construction plans for the project.
2. Final Plat of the subject parcel must be submitted to the Department of Public Works. Located at 323 North Sinclair Avenue, Tavares, FL 32778 (352) 483-9007.
3. A stabilized road surface and adequate water supply to the designated model home lot(s) must be in place for Fire/Rescue Emergency Services Department. If not, the agreement will not be processed.

#### Processing Instructions

1. Obtain a Developer's Agreement application from the Office of Planning & Zoning located in the Administrative Building on the 5<sup>th</sup> Floor, at 315 W. Main Street, Tavares, FL 32778 (352) 343-9640.
2. Submit the completed Agreement – signed, sealed and notarized making sure the lot number(s) are indicated, property record card(s) are attached and an 8.5 x 11 final plat plan is included.
3. A fee requirement of **\$482.00 is required**. Please make check payable to: Lake County Board of County Commissioners.
4. Submit completed agreement and check.
5. After review by County staff, it will be forwarded to the County Manager for approval and signature.
6. The agreement will be returned to the Planning & Zoning Division and at that time, a check will be required to record this agreement. The cost of recording is \$10.00 for the first page, \$8.50 for each additional page after the first page, and \$1.00 per page for a copy of the recorded document.
7. The completed, recorded copy of the Developer's Agreement can be obtained from the Development Coordinator.
8. Prior to issuance of these permits, a Zoning Clearance application and an Applicant's Affidavit must accompany the Developer's Agreement and be filled-out at the Zoning Counter.

Office of Public Safety Support (PSSDAR)	\$ 51.00
Developer's Agreement (DA)	\$ 250.00
Fire Development Fees (FDF)	<u>\$ 181.00</u>
	<b>\$ 482.00</b>

# Developer's Agreement Model Homes

LAKE COUNTY, FLORIDA  
OFFICE OF PLANNING AND ZONING

## AGREEMENT

Between

LAKE COUNTY, FLORIDA

and

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Relating to

THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS

This is an Agreement between: LAKE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereafter referred to as "COUNTY," through its County Manager;

AND

\_\_\_\_\_, its (their) successors and assigns, hereinafter referred to as "DEVELOPER."

## WITNESSETH:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, hereinafter referred to as the \_\_\_\_\_, and situated within the unincorporated area of Lake County, more fully described on attached Exhibit "A", and

WHEREAS, the DEVELOPER has filed an application for approval of the Subject Plat and that preliminary Plat was approved by the Development Review Staff, pursuant to Chapter 14, Lake County Land Development Regulations, and

WHEREAS, DEVELOPER is desirous of obtaining building permits from the COUNTY so that DEVELOPER may construct \_\_\_\_\_ dwelling units, (not to exceed six units) limited for use as model homes and model home sales office with associated parking hereinafter referred to as the "Improvements", within the boundaries of said Plat which is being processed for approval; and

WHEREAS, DEVELOPER shall be required to pay all impact fees to the COUNTY for the Improvements which DEVELOPER wishes to construct prior to issuance of the building permit as well as all other required fees and post all required bonds; and

WHEREAS, Section 14.07.02, Lake County Land Development Regulations, as amended, permits the County Manager or designee to, by agreement, allow up to six (6) building permits to be issued for a parcel of land prior to plat approval, but while the plat is in the process of approval; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Subject Plat, by DEVELOPER during the time that the final Plat of the property is proceeding; and

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated and incorporated herein.

2. Authorization for Issuance of Building Permits. The COUNTY represents that it does not object to the issuance of building permits to DEVELOPER for construction of model homes/single family residential units and model home sales office with associated parking, Lot#(s) within the boundaries of the \_\_\_\_\_ Plat, prior to approval of said Plat by the Board of County Commissioners of Lake County, Florida, as required by Chapter 14, Section 14.07.07, and Chapter 13, Section 13.01.00, Lake County Land Development Regulations, provided that:

(a) No building permits shall be issued unless and until DEVELOPER shall pay the impact fees which are due for construction of \_\_\_\_\_ model homes residential units, as well as all other fees required by Lake County and the posting of all required bonds; and

(b) No Certificate of Occupancy, which is complementary to a building permit, shall be issued unless and until the Plat has been approved by the Board of County Commissioners of Lake County, Florida, and recorded in the Public Records of Lake County, Florida and until construction of all infrastructure improvements is completed and approved and/or accepted by the County; and

(c) Condition 2(b) of this Agreement shall appear on the face of the issued building permits; and

(d) No temporary address for the purposes of postal delivery shall be assigned to the unit(s) or lot(s); and

(e) During construction, when combustibles are brought on to the site, temporary access roads and a suitable temporary supply of water acceptable to the fire department shall be provided and maintained.

3. Compliance with County Land Development Regulations.

(a) The COUNTY reserves the right to evaluate DEVELOPER'S application for building permits for compliance with all existing laws, ordinances and COUNTY Land Development Regulations controlling the issuance of building permits for construction within the unincorporated area of Lake County, Florida.

(b) Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions on approval of the Plat covering the lands described herein which are required by existing laws, ordinances and COUNTY Land Development Regulations or are otherwise necessary to insure the public health, safety, and welfare of the citizens of Lake County.

4. Occupancy Prohibited. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy as been issued.

5. Denial of Plat Approval. In the event the Lake County Board of County Commissioners does not approve the Plat, DEVELOPER agrees to immediately cease all construction activities on the subject premises and shall forthwith remove the Improvements within three (3) months of the date the application is denied. The COUNTY shall refund any impact fees which have been paid after the Improvements have been removed.

6. No Vested Rights. The issuance of building permits before approval and recordation of the Plat shall not be considered by DEVELOPER or COUNTY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of the improvements within the boundaries of the Subject Plat, nor shall COUNTY be deemed estopped from enforcing the terms of this Agreement because of the issuance of building permits.

7. Public Records. DEVELOPER shall comply with the Florida Public Records' laws, and shall:

- (a) Keep and maintain public records required by the COUNTY to perform the services identified herein.
- (b) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DEVELOPER does not transfer the records to the COUNTY.
- (d) Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the DEVELOPER or keep and maintain public records required by the COUNTY to perform the service. If DEVELOPER transfers all public records to the COUNTY upon completion of the contract, DEVELOPER shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If DEVELOPER keeps and maintains public records upon completion of the contract, DEVELOPER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MARY HARRIS, AT 315 W. MAIN STREET, TAVARES, FL 32778 OR 352-343-9855 OR VIA EMAIL AT MHARRIS@LAKECOUNTYFL.GOV.

8. Recordation. This Agreement shall be recorded in the Public Records of Lake County, Florida, at the DEVELOPER'S expense. Recordation of the Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.

9. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under signature: LAKE COUNTY, through its COUNTY MANAGER, and DEVELOPER, by its duly authorized representative.

COUNTY

LAKE COUNTY, through its  
COUNTY MANAGER

\_\_\_\_\_  
County Manager

This \_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved as to form and legality:

\_\_\_\_\_  
County Attorney

DEVELOPER

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OR

ATTEST:

\_\_\_\_\_  
, Secretary  
(Corporate Seal)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_, on behalf of \_\_\_\_\_  
(name of officer or agent, title of officer or agent) (name of corporation)

a \_\_\_\_\_ corporation. He (She) is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Acknowledger

\_\_\_\_\_  
Name of Acknowledger (Typed)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

My Commission Expires: \_\_\_\_\_(Seal)

Partnership

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ on behalf of  
(name of acknowledging partner or agent)

\_\_\_\_\_, a partnership. He(she) is personally known to me or has produced  
(name of partnership)

\_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
Signature of Acknowledger

\_\_\_\_\_  
Name of Acknowledger (Typed)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

My Commission Expires: \_\_\_\_\_

(Seal)

Individual

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Acknowledger

\_\_\_\_\_  
Name of Acknowledger Typed

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

My Commission Expires: \_\_\_\_\_

(Seal)

EXHIBIT A  
LEGAL DESCRIPTION