



Office of Planning and Zoning

Agreement for Temporary Non-Conforming Uses *Temporary Housing*

This Agreement made on this _____ day of _____, 20____, between _____ of _____, County of _____, State of Florida, hereinafter called OWNER, and the Lake County Board of County Commissioners, State of Florida, hereinafter called BOARD.

RECITALS:

1. Owner is the owner of the property at _____, more particularly described as follows: (Sec. _____ Twp. _____ Rge. _____), _____

2. The property covered by this agreement has a Land Use Designation of _____; is within the _____ Zoning District and parcel size of _____.
3. The owner has applied for a building permit for the construction of a conventional, single-family dwelling, as defined in the Lake County Land Development Regulations.
4. The Lake County Land Development Regulations establish various zoning districts throughout the County. The regulations provide that only one, single-family dwelling unit is permitted to occupy any one lot within certain zoning districts.
5. The owner has requested permission to locate Temporary Housing, per Lake County Land Development Regulations, on his/her property. The owner has obtained or intends to obtain a building permit to construct a conventional, single-family dwelling on the same lot where the temporary housing is or will be located. The owner intends to occupy the temporary housing until such time as the conventional dwelling has been substantially completed and the owner has occupied the conventional dwelling as his/her residence.

THE PARTIES AGREE AS FOLLOWS:

1. The Board hereby gives the owner, per Section 3.04.00 MOBILE HOMES, of the Lake County Land Development Regulations, permission to temporarily occupy a mobile home, travel trailer, or motor home on his/her lot and to construct a conventional, single-family dwelling on the same lot with the condition that the owner remove the mobile home, travel trailer, or motor home as provided in this agreement.
2. The owner shall not place the mobile home, travel trailer, or motor home on the property until Health Department authorized sanitary waste facilities have been installed thereon.

- 3. The owner shall remove said mobile home, travel trailer, or motor home from his/her subject lot within thirty (30) days of receipt of a removal notice from Lake County Code Enforcement or within thirty (30) days after completion and final inspection of the conventional dwelling being constructed.
- 4. The owner shall exercise a good faith effort to complete the conventionally built home within a one year period of time. This agreement shall be in effect for a period of one (1) year, however, at the end of six (6) months, the Board shall cause an inspection of the site to assure that good faith progress of the construction is being maintained. If construction is not progressing, in the sole opinion of the Board, the county shall provide notice as covered in item 5 below.
- 5. The Board shall have sole and absolute discretion to direct Code Enforcement to issue a Removal Notice, whether construction is progressing in good faith, or to decide when the conventional dwelling has been completed and/or received final inspection.
- 6. The owner shall execute a Surety Bond naming the Lake County Board of County Commissioners as the obligee, and the owner as the principal, in the sum of Five Thousand (\$5,000.00) dollars, pledging that he/she shall fully perform his/her obligations as set forth in this agreement. The surety under the bond must meet approval of the Clerk of the Lake County Board of County Commissioners. The owner, upon approval of this agreement by the Board, is required to secure and provide to the Board said bond within thirty (30) days or this agreement shall become null and void. This bond shall be provided to the County prior to the location of the mobile home, travel trailer, or motor home on the construction site and being issued a building permit for the mobile home, travel trailer, or motor home. The bond shall comply with the requirements of Sec. 3.04.00, Lake County Land Development Regulations.
- 7. The successors and assigns of the owner shall be bound by this Agreement, and this Agreement shall be binding on any transferee from the owner, in the event of a sale or conveyance of the premises or any part thereof at a future date.

IN WITNESS WHEREOF, the parties have executed this agreement at _____, Florida, the day and the year first above written.

ATTEST:

Owner

COUNTY
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

James C. Watkins, Clerk
Board of County Commissioners
Lake County, Florida

Chairman

This _____ day of _____, 20____

Approved as to form and legality.

Melanie Marsh, County Attorney