



Office of Planning and Zoning

Temporary Housing During Construction

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

RECITALS:

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

2. The property covered by this agreement has a Future Land Use Designation of _____; is within the _____ Zoning District and parcel size of _____.
3. The owner(s) has obtained a building permit for the construction of a single-family dwelling unit, as defined in the Lake County Land Development Regulations.
4. The owner(s) has requested permission to locate Temporary Housing, per Lake County Land Development Regulations, on the subject property. The owner(s) has obtained a building permit to construct a single-family dwelling unit on the same parcel where the temporary housing or will be located. The owner(s) intends to occupy the temporary housing until such time as the single family dwelling unit has been substantially completed and the owner(s) has occupied the dwelling.

THE PARTIES AGREE AS FOLLOWS:

1. The Board hereby gives the owner(s), per Section 10.02.02 Temporary Housing During Construction, of the Lake County Land Development Regulations, permission to temporarily occupy a mobile home or travel trailer on the subject lot during construction of a single-family dwelling unit on the same parcel with the condition that the owner(s) remove the mobile home or travel trailer as provided in this agreement.
2. The owner(s) shall not place the mobile home or travel trailer on the property until Health Department authorized sanitary waste facilities have been installed thereon.
3. The owner(s) shall remove said mobile home or travel trailer from the subject parcel within thirty (30) days after completion and final inspection of the single family dwelling unit being constructed.
4. The owner(s) shall exercise a good faith effort to complete the single family dwelling unit within one year. 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, if construction is not progressing in good faith.
6. The owner(s) shall execute a Surety Bond naming the Lake County Board of County Commissioners as the obligee, and the owner(s) as the principal, in the sum of Five Thousand (\$5,000.00) dollars, pledging that the owner(s) shall fully perform the 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(s), 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 or travel trailer on the subject site and being issued a building permit for the mobile home or travel trailer. The bond shall comply with the requirements of Sec. 10.02.02, Lake County Land Development Regulations.

- 7. The successors and assigns of the owner(s) shall be bound by this Agreement, and this Agreement shall be binding on any transferee from the owner(s), 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.

Property Owner(s):

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Seal

Signature of Acknowledger

To be completed by staff:

Application File: THDC# _____ Date: _____ Filing Fee: (MHB) \$ _____

Staff Name: _____

Notes: _____

Date: _____

Lake County Office of Planning and Zoning
315 West Main Street
Tavares, FL 32778

Re: Temporary Housing during Construction

Dear Planning Staff;

We _____, as the owner(s) of the parcel described as Alternate Key Number: _____ hereby give assurance that the mobile home or travel trailer will be maintained and occupied on the subject premises only so long as the original building permit is in full force and effect.

In order to ensure expeditious completion of our single-family dwelling unit we submit the following details, which show the means of financing the construction of our single-family dwelling unit: _____

Sincerely,

Owner(s) Name Signature

Owner(s) Name Printed

Owner(s) Name Signature

Owner(s) Name Printed

Owner(s) Name Signature

Owner(s) Name Printed

Owner(s) Name Signature

Owner(s) Name Printed

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 and who did (did not) take an oath.

Seal

Signature of Acknowledger