



Department of Growth Management

Developer's Agreement Model Homes

AGREEMENT

Between

LAKE COUNTY

and

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, on, 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 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, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; 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;

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, 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) 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. **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.

8. **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.

9. **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, authorized to execute same on the ____ day of _____, 20__, and _____, duly authorized to execute same.

COUNTY

**LAKE COUNTY, through its
COUNTY MANAGER**

County Manager

This ____ day of _____, 20_____.

**Approved as to form and legality by
County Attorney for Lake County, Florida
315 West Main Street, Tavares, Florida 32778
(352) 343-9787**

County Attorney

DEVELOPER

WITNESSES:

Corporation Name

(1) _____
(type name)

, President

(2) _____
(type name)

This ____ day of _____, 20____.

OR

ATTEST:

, Secretary
(Corporate Seal)

State of Florida
County Lake

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)

_____, a _____ corporation. He (She) is
(name of corporation) (state)
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
(name of partnership)

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)

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
(type of identification)

identification.

Signature of Acknowledger

Name of Acknowledger Typed

Title or Rank

Serial Number, if any

My Commission Expires: _____

(Seal)

EXHIBIT A
LEGAL DESCRIPTION