

**COLUMBIA COUNTY, FLORIDA
LAND DEVELOPMENT REGULATION ADMINISTRATOR
SPECIAL PERMIT FOR TEMPORARY USE
APPLICATION**

Permit No. STUP - 1208-21Date 10 Aug. 2012Fee \$450.00Receipt No. 4307

Building Permit No. _____

Name of Title Holder(s) David LomasAddress 429 SW Buck CtCity Ft WhiteZip Code 32038Phone (386) 454-5301

NOTE: If the title holder(s) of the subject property are appointing an agent to represent them, a letter from the title holder(s) addressed to the Land Development Regulation Administrator **MUST** be attached to this application at the time of submittal stating such appointment.

Title Holder(s) Representative Agent(s) Wendy GrennellAddress 3104 SW Old Wire RdCity Ft WhiteZip Code 32038Phone (386) 288-2428Paragraph Number Applying for 7Proposed Temporary Use of Property residentialProposed Duration of Temporary Use 5 yrsTax Parcel ID# 20-75-17-10027-122Size of Property 10.26 acres ***Provide a copy of your Deed of the property***Present Land Use Classification A-3Present Zoning District A-3

Certain uses are of short duration and do not create excessive incompatibility during the course of the use. Therefore, the Land Development Regulation Administrator is authorized to issue temporary use permits for the following activities, after a showing that any nuisance or hazardous feature involved is suitably separated from adjacent uses; excessive vehicular traffic will not be generated on minor residential streets; and a vehicular parking problem will not be created:

1. In any zoning district: special events operated by non-profit, eleemosynary organizations.
2. In any zoning district: Christmas tree sales lots operated by non-profit, eleemosynary organizations.
3. In any zoning district: other uses which are similar to (1) and (2) above and which are of a temporary nature where the period of use will not extend beyond thirty (30) days.
4. In any zoning district: mobile homes or RV's used for temporary purposes by any agency of municipal, County, State, or Federal government; provided such uses shall not be or include a residential use.
5. In any zoning district: mobile homes or RV's used as a residence, temporary office, security shelter, or shelter for materials of goods incident to construction on or development of the premises upon which the mobile home or travel trailer is located. Such use shall be strictly limited to the time construction or development is actively underway. In no event shall the use continue more than twelve (12) months without the approval of the Board of County Commissioners and the Board of County Commissioners shall give such approval only upon finding that actual construction is continuing.
6. In agricultural, commercial, and industrial districts: temporary religious or revival activities in tents.
7. In agricultural districts: In addition to the principal residential dwelling, two (2) additional mobile homes may be used as an accessory residence, provided that such mobile homes are occupied by persons related by the grandparent, parent, step-parent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the family occupying the principal residential use. Such mobile homes are exempt from lot area requirements. A temporary use permit for such mobile homes may be granted for a time period up to five (5) years. The permit is valid for occupancy of the specified family member as indicated on Family Relationship Affidavit and Agreement which shall be recorded in the Clerk of the Courts by the applicant

The Family Relationship Affidavit and Agreement shall include but not be limited to:

- a. Specify the family member to reside in the additional mobile home;
- b. Length of time permit is valid;
- c. Site location of mobile home on property and compliance with all other conditions not conflicting with this section for permitting as set forth in these land development regulations. Mobile homes shall not be located within required yard setback areas and shall not be located within twenty (20) feet of any other building;
- d. Responsibility for non ad-valorem assessments;
- e. Inspection with right of entry onto the property, but not into the mobile home by the County to verify compliance with this section. The Land Development Regulation Administrator, and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this Section and;
- f. Shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by the Health Department and County Building and Zoning Department, where required.
- g. Recreational vehicles (RV's) as defined by these land development regulations are not allowed under this provision (see Section 14.10.2#10).
- h. Requirements upon expiration of permit. Unless extended as herein provided, once a permit expires the mobile home shall be removed from the property within six (6) months of the date of expiration.

The property owner may apply for one or more extensions for up to two (2) years by submitting a new application, appropriate fees and family relationship residence affidavit agreement to be approved by the Land Development Regulation Administrator.

Previously approved temporary use permits would be eligible for extensions as amended in this section.

- 8. In shopping centers within Commercial Intensive districts only: mobile recycling collection units. These units shall operate only between the hours of 7:30 a.m. and 8:30 p.m. and shall be subject to the review of the Land Development Regulation Administrator. Application for permits shall include

written confirmation of the permission of the shopping center owner and a site plan which includes distances from buildings, roads, and property lines. No permit shall be valid for more than thirty (30) days within a twelve (12) month period, and the mobile unit must not remain on site more than seven (7) consecutive days. Once the unit is moved off-site, it must be off-site for six (6) consecutive days.

9. In agriculture and environmentally sensitive area districts: a single recreational vehicle as described on permit for living, sleeping, or housekeeping purposes for one-hundred eighty (180) consecutive days from date that permit is issued, subject to the following conditions:
 - a. Demonstrate a permanent residence in another location.
 - b. Meet setback requirements.
 - c. Shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by the Health Department and County Building and Zoning Department, where required.
 - d. Upon expiration of the permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property for 180 consecutive days.
 - e. Temporary RV permits are renewable only after one (1) year from issuance date of any prior temporary permit.

Temporary RV permits existing at the effective date of this amendment may be renewed for one (1) additional temporary permit in compliance with these land development regulations, as amended. Recreational vehicles as permitted in this section are not to include RV parks.

Appropriate conditions and safeguards may include, but are not limited to, reasonable time limits within which the action for which temporary use permit is requested shall be begun or completed, or both. Violation of such conditions and safeguards, when made a part of the terms under which the special permit is granted, shall be deemed a violation of these land development regulations and punishable as provided in Article 15 of these land development regulations.

I (we) hereby certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct to the best of my (our) knowledge and belief.

David Lomas

Applicants Name (Print or Type)

✓ David B. Jones

Applicant Signature

8-1-12

Date

OFFICIAL USE

Approved

X BLK
10 Aug. 2012

Denied

Reason for Denial

Conditions (if any) 5 year period to start with approved final inspection.

**COLUMBIA COUNTY, FLORIDA
LAND DEVELOPMENT REGULATION ADMINISTRATOR
SPECIAL PERMIT FOR TEMPORARY USE
AUTHORIZATION**

The undersigned, David Lomas, (herein "Property Owners"), whose physical 911 address is 429 SW Buck Ct. Ft White FL, hereby understand and agree to the conditions set forth by the issuance of a Special Temporary Use Permit in accordance with the Columbia County Land Development Regulations (LDR's). I hereby further authorize Wendy Grennell to act on by behalf concerning the application for such Special Temporary Use Permit on Tax Parcel ID # 20 - 75 - 17 - 10027 - 122.

Dated this 1st Day of August, 20 12.

✓ David Lomas
Property Owner (signature)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 1 Day of Aug, 20 12, by David Lomas Who is personally known to me or who has produced a FL Driver's license as identification.

(NOTARIAL
SEAL)



DALE R. BURD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE002925
Expires 7/16/2014

[Signature]
Notary Public, State of Florida

My Commission Expires:

Form TD Florida AGREEMENT FOR DEED Prepared by and return to:

REGIONAL TITLE COMPANY
2015 South First Street
Lake City, Florida 32056
Martha J. Tedder

executive line

Articles of Agreement, Made this
in the year of our Lord one thousand nine hundred and

day of

OFFICIAL RECORDS
8617 PG0714

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein. The use of the singular number shall include the plural and the plural the singular. The use of the word "shall" includes and denotes, and, if used, the word "may" shall include all the other proper relations of more than one.

Between

Tim Cox and Dennis Cox

party of the first part, and

David B. Lomas

4227 NW 28th Terrace, Gainesville, Florida 32605

party of the second part,

Witnesseth, that if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot, piece, or parcel of ground situated in the County of _____, State of Florida, known and described as follows, to-wit: COLUMBIA

DOCUMENTARY STAMP 32.50
INTANGIBLE TAX 32.50
MARY B. CHILDS, Clerk of
COURTS, COLUMBIA COUNTY

FOR FULL LEGAL DESCRIPTION
SEE SCHEDULE "A" ATTACHED
HERETO AND MADE A PART HEREOF

BY _____ D.C.

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of TWENTY-FIVE THOUSAND AND NO/100'S ** Dollars, in the manner following

The sum of \$284.14 shall be due and payable on April 13, 1987 and a like sum of \$284.14 shall be due and payable on the 13th of each month thereafter until principal and interest are paid in full. (15 years) A late charge of 5% will be due and payable if payment is 10 days past due.

with interest at the rate of 11 per centum, per annum payable MONTHLY on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments, impositions that may be legally levied or imposed upon said land subsequent to the year 1986, and to keep the buildings upon said premise insured in some company satisfactory to the party of the first part in a sum not less than \$100,000.00 Dollars during the term of this agreement.

And in case of failure of the said party of the second part to make either of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, his contract shall, at the option of the party of the first part, be forfeited and terminated, and the party of the second part shall forfeit all payments made on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained; and said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, and at the option of the party of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including solicitor's fees, shall be paid by the party of the second part, and the same are hereby secured.

It Is Mutually Agreed, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of:

Hand 3205
Witness
David B. Lomas
Witness
Mary B. Childs
Witness
Mary B. Childs

Tim Cox
Dennis Cox
David B. Lomas

SCHEDULE "A", attached to that certain Agreement for Deed from Tim Cox and Dennis Cox, as Party of the First Part to David B. Lomas, as Party of the Second Part.

PARCEL 22

Commence at the SW Corner of Section 20, Township 7 South, Range 17 East, Columbia County, Florida and run thence N 87°55'35" E along the South line of said Section 20, 85.00 feet, thence N 1°52'40" W, 356.82 feet to the radius point of a 100 foot diameter cul de sac at the South end of Buck Lane, thence continue N 1°52'40" W along the centerline of said Buck Lane, 1085.60 feet to the POINT OF BEGINNING, thence continue N 1°52'40" W along said centerline, 361.80 feet, thence N 88°07'20" E, 1235.48 feet to the East line of the W4 of said Section 20, thence S 1°52'40" E along said East line, 361.80 feet, thence S 88°07'20" W, 1235.48 feet to the POINT OF BEGINNING. The West 30 feet of said lands being subject to easement for Buck Lane. Containing 10.26 acres, more or less.

Subject to: A) No mobile home smaller than 600 square feet may be erected, placed or located on the above described property and must not be over 5 years old at the time of placement on the property. Provided, however, that nothing shall prohibit the location of camper type trailers, recreation vehicles, or similar vehicles for weekend or vacation activities so long as the same are not located on the property for a period longer than 30 consecutive days. B) All mobiles must be under skirted at the time of placement on the property. C) All permanent type construction and residential buildings shall be constructed of new materials and shall contain not less than 800 square feet of floor space exclusive of porches and garages. D) No non-operating vehicles, junk cars, or other junk material shall be stored or placed upon the premises. E) No commercial businesses shall be allowed on the property without the prior written consent of the Developer.

Subject to a reservation of oil, gas, and minerals as recited in O.R. Book 584, page 391, public records of Columbia County, Florida. Also, in O.R. Book 487, page 554, public records of Columbia County, Florida.

OK 0617 PG0715
OFFICIAL RECORDS

State of Florida

County of Columbia

I Herby Certify, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Tim Cox and Dennis Cox
David B. Lomas

to me well known, and known to me to be the person described in and who executed the foregoing agreement; and THEY acknowledged before me that THEY executed the same for the purposes therein expressed.

Witness my hand and official seal at
County of Columbia, and State of Florida, this 17
day of March, A. D. 1987

My Commission Expires 300-3, 1988

Notary Public

Form 10 Florida AGREEMENT FOR DEED.

Prepared by and return to: ☒ REGIONAL TITLE COMPANY
2015 South First Street
Lake City, Florida 32056
Martha J. Tedder by PE

executive line

Articles of Agreement, Made this 7th day of March
in the year of our Lord one-thousand nine hundred and eighty-seven

Between and herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto. The use of the singular number shall include the plural and the plural the singular. The use of one gender shall include all genders, and, if used, the word "said" shall include all the names herein designated of more than one.

Between Tim Cox and Dennis Cox

party of the first part, and

Peter John Wright
1141 NW 70th Avenue, Plantation, Florida 33313

party of the second part,

Witnesseth, that if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot, piece, or parcel of ground situated in the County of COLUMBIA, State of Florida, known and described as follows, to-wit:

DOCUMENTARY STAMP 24.00
INSTANT TAX 32.00
MURRY B. CHILD, CLERK OF
COURTS, COLUMBIA COUNTY
BY (Signature) D.C.

FOR FULL LEGAL DESCRIPTION
SEE SCHEDULE "A" ATTACHED
HERETO AND MADE A PART HEREOF

0617
REC 716
OFFICIAL RECORDS

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of SIXTEEN THOUSAND AND 00/100'S ***
Dollars, in the manner following

The sum of \$181.85 shall be due and payable on April 7, 1987 and a like sum of \$181.85 shall be due and payable on the 7th of each month thereafter until principal and interest are paid in full. (15 years) A late charge of 5% will be due and payable if payment is 10 days past due.

with interest at the rate of 11 per centum, per annum payable MONTHLY ~~annually~~ on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1986, and to keep the buildings upon said premises insured in some company satisfactory to the party of the first part in a sum not less than 100,000 Dollars during the term of this agreement.

And in case of failure of the said party of the second part to make either of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, his contract shall, at the option of the party of the first part, be forfeited and terminated, and the party of the second part shall forfeit all payments made on this contract; and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained, and said party of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, and at the option of the party of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including solicitor's fees, shall be paid by the party of the second part, and the same are hereby secured.

It Is Mutually Agreed, by and between the parties hereto, that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of:

Witness Beverly L. Clark
Witness Howard E. Clark
Witness John J. Clark
Witness John J. Clark

Tim Cox
Dennis Cox
Peter John Wright

87-03506A 3/4/87 @ 3:30 PM

SCHEDULE "A", attached to that certain Agreement for Deed from Tim Cox and Dennis Cox, as party of the First part to Peter John Wright, as Party of the Second Part.

PARCEL 1

Begin at the SE Corner of Section 19, Township 7 South, Range 17 East, Columbia County, Florida and run thence S 88°28'11" W along the South line of said Section 19, 515.46 feet to the East right of way line of State Road No. 20 (U.S. Highway 27), thence N 26°36'17" W along said East right of way line, 228.73 feet, thence N 63°23'43" E, 766.51 feet to the centerline of Buck Lane, thence S 1°52'40" E along said centerline, 224.52 feet to a concrete monument on the perimeter of a 100 foot diameter cul de sac at the South end of said Buck Lane, thence continue S 1°52'40" E, 306.82 feet to the South line of Section 20, Township 7 South, Range 17 East, thence S 87°55'35" W along said South line, 85.00 feet to the POINT OF BEGINNING. Said lands being a part of Section 19 and 20. Said lands being subject to easement for Buck Lane off a portion of the East side. Containing 5.68 acres, more or less.

Subject to: A) No mobile home smaller than 600 square feet may be erected, placed or located on the above described property and must not be over 5 years old at the time of placement on the property. Provided, however, that nothing shall prohibit the location of camper type trailers, recreation vehicles, or similar vehicles for weekend or vacation activities so long as the same are not located on the property for a period longer than 30 consecutive days. B) All mobiles must be under skirted at the time of placement on the property.

C) Residential buildings shall be constructed of new materials and shall contain not less than .00 square feet of floor space exclusive of porches and garages. D) No non-operating vehicles, junk cars, or other junk material shall be stored or placed upon the premises. E) No commercial businesses shall be allowed on the property without the prior written consent of the developer.

Subject to a reservation of oil, gas, and minerals as recited in O.R. Book 584, page 391, public records of Columbia County, Florida. Also, in O.R. Book 487, page 554, public records of Columbia County, Florida.

STATE OF
COUNTY OF

I hereby certify, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Peter John Wright

to me well known and known to me to be the person(s) described in and who executed the foregoing agreement; and acknowledged before me that executed the same for the purposes therein expressed.

Witness my hand and official seal at Columbia County, Florida, this 7th day of July, 1987.

Beverly J. Clark
Notary Public

Notary Public State of Florida
My Commission Expires Oct. 07, 1988

My commission expires:

State of Florida

County of

I hereby certify, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Tim Cox and Dennis Cox

to me well known and known to me to be the person described in and who executed the foregoing agreement; and acknowledged before me that executed the same for the purposes therein expressed.

Witness my hand and official seal at Columbia County, Florida, this 7 day of March, A. D. 1987

My Commission Expires Jan. 1, 1988

Beverly J. Clark
Notary Public

**AFFIDAVIT AND AGREEMENT OF SPECIAL
TEMPORARY USE FOR IMMEDIATE
FAMILY MEMBERS FOR
PRIMARY RESIDENCE**

STATE OF FLORIDA
COUNTY OF COLUMBIA

Inst: 201212012299 Date: 8/17/2012 Time: 11:39 AM
DC, P. DeWitt Cason, Columbia County Page 1 of 2 B: 1240 P: 34

BEFORE ME the undersigned Notary Public personally appeared.

David Lomas, the Owner of the parcel which is being used to place an additional dwelling (mobile home) as a primary residence for a family member of the Owner, and David L. Lomas, the Family Member of the Owner, who intends to place a mobile home as the family member's primary residence as a temporarily use. The Family Member is related to the Owner as son, and both individuals being first duly sworn according to law, depose and say:

1. Family member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
2. Both the Owner and the Family Member have personal knowledge of all matters set forth in this Affidavit and Agreement.
3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Tax Parcel No. 20-75-17-10027-122.
4. No person or entity other than the Owner claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the Property.
5. This Affidavit and Agreement is made for the specific purpose of inducing Columbia County to issue a Special Temporary Use Permit for a Family Member on the parcel per the Columbia County Land Development Regulations. This Special Temporary Use Permit is valid for 5 year(s) as of date of issuance of the mobile home move-on permit, then the Family Member shall comply with the Columbia County Land Development Regulations as amended.
6. This Special Temporary Use Permit on Parcel No. 20-75-17-10027-122 is a "one time only" provision and becomes null and void if used by any other family member or person other than the named Family Member listed above. The Special Temporary Use Permit is to allow the named Family Member above to place a mobile home on the property for his primary residence only. In addition, if the Family Member listed above moves away, the mobile home shall be removed from the property within 60 days of the Family Member departure or the mobile home is found to be in violation of the Columbia County Land Development Regulations.
7. The site location of mobile home on property and compliance with all other conditions not conflicting with this section for permitting as set forth in these land development regulations. Mobile homes shall not be located within required yard setback areas and shall not be located within twenty (20) feet of any other building.
8. The parent parcel owner shall be responsible for non ad-valorem assessments.

9. Inspection with right of entry onto the property, but not into the mobile home by the County to verify compliance with this section shall be permitted by owner and family member. The Land Development Regulation Administrator, and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this Section.
10. The mobile home shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by the Health Department and County Building and Zoning Department, where required.
11. Recreational vehicles (RV's) as defined by these land development regulations are not allowed under this provision (see Section 14.10.2#10).
12. Upon expiration of permit, the mobile home shall be removed from the property within six (6) months of the date of expiration, unless extended as herein provided by Section 14.10.2 (#7).
13. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

We Hereby Certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with it.

David L. Lomas
Owner

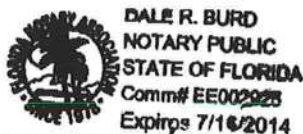
David L. Lomas
Family Member

David Lomas
Typed or Printed Name

David L. Lomas
Typed or Printed Name

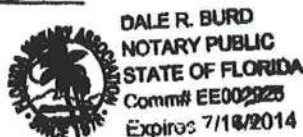
Subscribed and sworn to (or affirmed) before me this 1 day of Aug, 2012, by David Lomas (Owner) who is personally known to me or has produced FL as identification.

[Signature]
Notary Public



Subscribed and sworn to (or affirmed) before me this 1 day of Aug, 2012, by David Lomas (Family Member) who is personally known to me or has produced FL as identification.

[Signature]
Notary Public



COLUMBIA COUNTY, FLORIDA

By: [Signature]
Name: BRIAN L. KEPNER
Title: LAND DEVELOPMENT REGULATION ADMINISTRATOR