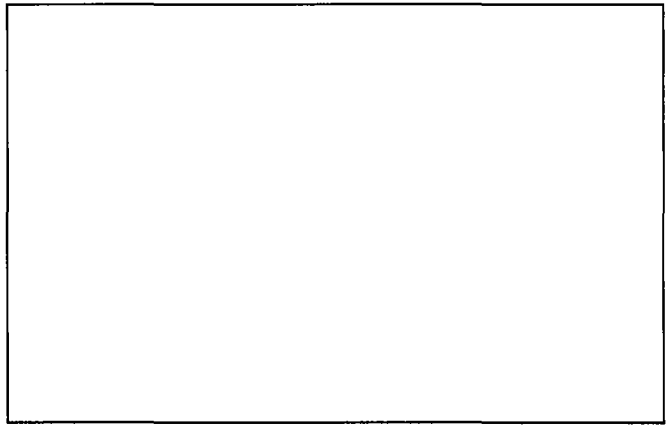


Prepared by:

Robert Banks
Assistant County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

Return To:
Palm Beach County, Zoning Division
100 Australian Ave
West Palm Beach, FL 33406



R2005-0002

CONTRACT FOR THE SALE AND PURCHASE OF DEVELOPMENT RIGHTS

THIS CONTRACT entered into this _____ day of JAN 05 2005 by and between Palm Beach County, Florida (hereinafter referred to as "County") and **Coconut Barwick Partners, LLC** (hereinafter referred to as "Developer").

WHEREAS, the County has established a Transfer of Development Rights (hereinafter referred to "TDR") Special Density Program pursuant to Section 6.10 of the Palm Beach County Unified Land Development Code (hereinafter referred to as "ULDC").

WHEREAS, the County has established a TDR Bank to facilitate the purchase and transfer of development rights.

WHEREAS, the Developer is desirous of purchasing **five (5)** development rights and "County" is desirous of selling and transferring **five (5)** development rights from the TDR bank for use on the subject property (hereinafter referred to as the "Property"), as described in Exhibit A.

WHEREAS, Developer seeks to use the development rights within the "Property" more particularly described as in Exhibit A attached hereto and made a part hereof.

WHEREAS, Resolution-R-_____ requires as a condition of approval that upon signing of this contract, that the funds for the purchase of the **five (5)** TDR units be placed in escrow to be released to the County upon approval of the first building permit for the project.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein for reference.
2. **Purchase and Sale.** The County hereby agrees to sell and "Developer" hereby agrees to purchase the **five (5)** TDR units to be used within the Property.
3. **Purchase Rights.** The purchase price for each TDR unit is **fifteen thousand eight hundred thirty-seven dollars (\$15,837.00)** for a total purchase price of **seventy-nine thousand one hundred eighty five dollars (\$79,185.00)**.
4. **Timing.** The Developer shall immediately place the funds for the total purchase price for the development rights, in full, by cash, or certified or cashiers check, into an escrow account. The said escrow account shall be established as set forth in the TDR Escrow Agreement which is incorporated and made a part thereof. After delivery of sworn receipt from Escrow Agent to the County, County shall deliver executed deed conveying the applicable TDR units from the County TDR Bank to the subject property, to the Escrow Agent. Prior to issuance of the first building permit for the project, full payment for all the TDR units shall be made to the County, from said escrow account. After full payment for the TDR units is made to the County, Escrow Agent shall deliver the TDR deed to developer to be recorded in the public

records by the Developer. Building permits issued for sales models and/or temporary real estate sales and management offices permitted pursuant to ULDC standards shall not require the release of the escrow funds.

5. Escrow Agreement. Simultaneously with this contract, the parties have entered into an escrow agreement which provides for disbursement of the escrow funds required by this contract.
6. Notices. Unless otherwise specifically provided herein, all notices shall be in writing and sent to the parties, by certified mail, return receipt requested, postage prepaid, or by other nationally recognized overnight courier service. Unless otherwise specifically provided herein, said notices shall be effective on the third (3rd) day following such notice being deposited in the United States mails or one (1) business day following mailing by overnight express mail.

As to County: Palm Beach County Zoning Division
100 Australian Avenue
West Palm Beach, Florida 33406

cc: Palm Beach County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
ATTN: Land use Section

As to Developer: **Coconut Barwick Partners, LLC**
140 NE 4th Avenue ⁸³
Delray Beach, FL 33436

7. Governing Law, Venue. This instrument shall be governed by and enforced and construed under the laws of the State of Florida. Venue for all actions shall be in Palm Beach County.
8. Assignment. This contract is assignable to any entity that is controlled by **Coconut Barwick Partners, LLC**, for the benefit of this Property only. With the exception of this assignment provision, neither this Contract nor any interest therein may be assigned without the prior written consent of the County. Prior to approval of assignment of the contract, the escrow agreement shall be modified to reflect the assignment.
9. Enforcement. In the event any action, suit or proceeding is commenced with respect to this contract, each party shall be responsible for their own fees and costs.
10. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a final judgment of a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
11. Public Records. This document shall be recorded in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the dates set after their respective signatures.

R2005 0002

JAN 06 2005

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: *Judith Capoline*
Deputy Clerk

Addie Greene
Tony Masilotti, Chairman
Addie L. Greene, Vice Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Robert P. B...*
County Attorney

Signed, sealed and delivered in
the presence of:

Developer
Coconut Barwick Partners, LLC

[Signature]
Signature

By: *Mitchell H. Jew*
Name

Sheree Katzman
Print

Title: *Managing*

Wm Salk
Signature

Date: *12/7/04*

Leslie Salk
Print

STATE OF FLORIDA
SS:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of Dec., 2004, by *Mitchell Geverson* (name of person acknowledging) who is personally known to me (type of identification) as identification and who did (did not) take an oath.

My Commission Expires: 9/17/07 *[Signature]*

Notary Public
State of Florida



Sheree Katzman
Commission # DD250887
Expires Sep. 17, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

PARCEL 2

THE WEST 3/5 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST.

LESS THE RIGHT-OF-WAY OF COUNTY ROAD, AND LESS THE NORTH 25.00 FEET RESERVED FOR ROAD RIGHT-OF-WAY OF COCONUT LANE, AND LESS A PORTION OF THE SUBJECT PROPERTY IN THE SOUTHEAST CORNER 200.00 FEET SQUARE, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 6.78 ACRES, MORE OR LESS.