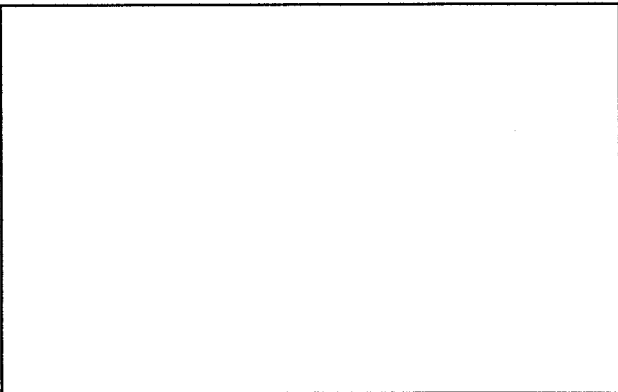


Prepared by:

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



Return To:
Palm Beach County, Zoning Division
2300 N. Jog Road,
West Palm Beach, Florida 33411

R2007 1877

CONTRACT FOR THE SALE AND PURCHASE OF DEVELOPMENT RIGHTS

THIS CONTRACT entered into this _____ day of OCT 25 2007 by and between Palm Beach County, Florida (hereinafter referred to as "County") and _____ (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 11 development rights and "County" is desirous of selling and transferring 11 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 11 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 11 TDR units to be used within the Property.
3. Purchase Rights. The purchase price for each TDR unit is \$1.00 for a total purchase price of \$11.00.
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: Landuse Section

As to Developer: In The Pines, Inc., a Non-Profit Florida Corporation
 16101 Half Mile Road, Building G
 Delray Beach, FL. 33446

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 In The Pines, Inc., 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.

R2007 1877
OCT 25 2007

ATTEST:
SHARON BOCK, Clerk

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: Mary Powell
Deputy Clerk

Addie L. Greene
Addie Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

Signed, sealed and delivered in
the presence of:

[Signature]
Signature

Kristin Amida
Print

Alish B. Quilter
Signature

Alish B. Quilter
Print

Developer

Developer Name
By: IN THE PINES, INC. Florida Non
Profit Organization c/o Gerald Goray
Name

Title: President

[Signature]
Signature

Date: 8/14/07

STATE OF FLORIDA
SS:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of August, 2007, by Gerald Goray (name of person acknowledging) who is personally known to me or has produced (type of identification) as identification and who did (did not) take an oath.

My Commission Expires:
8-16-2008

Notary Public
State of Florida



Belinda G. Harper
Commission # DD347130
Expires: AUG. 16, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]

EXHIBIT A

LEGAL DESCRIPTION

TRACT 116, BLOCK 64, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54, INCLUSIVE, LESS AND EXCEPT THE SOUTH 75 FEET THEREOF CONVEYED TO THE LAKE WORTH DRAINAGE DISTRICT IN OFFICIAL RECORD BOOK 2178, PAGE 1376.

AND

THAT PART OF TRACT 117, BLOCK 64, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE WEST RIGHT OF WAY LINE IN HAGEN RANCH ROAD.

AND

THAT PORTION OF THE 30 FOOT ROAD RIGHT OF WAY LYING EAST OF AND ADJACENT TO SAID TRACT 116 AND BOUNDED AS FOLLOWS: ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT 116, ON THE SOUTH BY THE EASTERLY PROJECTION OF A LINE 75 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 116, ON THE EAST BY THE WEST RIGHT OF WAY LINE OF HAGEN RANCH ROAD AND BY THE WEST LINE OF SAID TRACT 117 AND ON THE WEST BY THE EAST LINE OF SAID TRACT 116.