

Return To:

Barbara Alterman
Assistant County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401-4791

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CONTRACT FOR THE SALE AND PURCHASE OF DEVELOPMENT RIGHTS

THIS CONTRACT entered into this _____ day of _____ by and between Palm Beach County, Florida (hereinafter referred to as "County") and Palm Beach County Water Utilities Department (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 67 development rights and "County" is desirous of selling and transferring 67 development rights from the TDR bank to be placed on the subject property (hereinafter referred to as the "Property"), as described in Exhibit "A".

WHEREAS, Resolution #R2000-1574 requires, as a condition of approval upon signing of this contract, that funds for the purchase of 67 TDR units shall be delivered to the escrow agent and subsequently released upon closing of the Sale & Purchase Contract for a 32-acre PBCWUD property by the developers of the Ciba Ceigy PUD.

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 67 TDR units for \$335,000 in cash and "In Kind" development of the County's Green Cay Wetland project (described in Exhibit "B") with all units to be placed upon the Property.
3. Purchase Rights. The purchase price for each TDR unit is \$9,883.00, \$5,000.00 per unit to be paid in cash, with the balance of payment to be in the form of "In Kind" development of the Green Cay Wetlands project by Palm Beach County Water Utilities Department.

4. Timing. Prior to certification of the Preliminary Development Plan (PDP) by the DRC, the Developer shall deposit funds with the escrow agent for the cash portion of the purchase price for the development rights. At time of Contract closing for the 32 acre PBCWUD property by the developers of Ciba Geigy PUD, full payment for all the TDR units shall be made from the escrow account to the County, and a deed conveying the applicable TDR units from the County TDR Bank to the subject property shall be executed and recorded in a manner and form approved by the Office of the County Attorney. The escrow funds shall be established as set forth in the TDR Escrow Agreement which is incorporated and made a part hereof.

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 33406-1548

As to Developer: Palm Beach County Water Utilities Department
2030 South Congress Avenue
West Palm Beach, Florida 33406-1548

Copy to: Property & Real Estate Management Division
3323 Belvedere Road, Building 503
West Palm Beach, Florida 33406-1548

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 the County where the Property is located.

8. Assignment. This contract is assignable to any entity that is controlled by Palm Beach County Water Utilities Department, 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 judgement 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.

ATTEST:
DOROTHY H. WILKEN, Clerk

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Signed, sealed and delivered in
the presence of:

Developer
Palm Beach County Water Utilities

Signature

By: _____
Gary Dernlan

Print

Title: Director-PBC Water Utilities Dept.

Signature

Date: _____

Print

STATE OF FLORIDA
SS
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____,
200_, by _____ (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: _____

Notary Public
State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION

Legal Description – Parcel 1

A parcel of land lying in Section 15, Township 45 South, Range 42 East being a portion of "Plat No. 1 Le Chalet" as recorded in Plat Book 31, pages 166 and 167 of the public records of Palm Beach County, Florida and more particularly described as follows:

Begin at the Southeast corner of said "Plat No. 1 Le Chalet", thence S89°03'01"W along the South boundary line of said plat for 571.65 feet; thence N00°23'28"W for 440.00 feet; thence N89°36'32"E for 104.50 feet; thence N00°23'28"W for 472.44 feet to the North boundary line of said plat; thence N79°08'58"E along said North boundary line for 297.32 feet; thence S58°52'25"E for 53.51 feet to the Westerly Right-of-way line of Jog Road and the beginning of a non tangent curve concave to the west having a radial bearing of S73°06'13"W, a radius of 3140.00 feet, and a central angle of 17°13'30", thence Southerly along said curve and said Westerly Right-of-way line for a distance of 943.99 feet to a point of tangency; thence S00°19'42"W for 1.34 feet to the Point of Beginning.

Containing 10.24 acres more or less

EXHIBIT "B"

LEGAL DESCRIPTION

Legal Description – Parcel No. 1

A parcel of land lying in Sections 3 and 4, Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commence at the point of intersection of the Southerly Right-of-way line of the Lake Worth Drainage District Canal L-29, according to Chancery Case No. 407, recorded in Official Records Book 6495, page 761, of the Public Records of Palm Beach County, Florida and the Westerly Right-of-way line of Jog Road, according to those lands described in Official Records Book 5867, pages 561 through 563, of said Public Records; thence S89°29'26"W along said Southerly Right-of-way line of Lake Worth Drainage District Canal L-29 for 492.89 feet to the Point of Beginning; thence continue S89°29'26"W along said Southerly Right-of-way line for 2045.15 feet; thence S00°35'26"W for 315.45 feet; thence N89°57'59"W for 114.43 feet to the East line of Tract 65, Block 64, "PALM BEACH FARMS COMPANY PLAT NO. 3", as recorded in Plat Book 2, pages 45 through 54 of said Public Records, thence N00°28'31"E along said East line of Tract 65 for 13.00 feet to the said Southerly Right-of-way line of Lake Worth Drainage District Canal L-29; thence N89°57'59"W along said Southerly Right-of-way line for 427.77 feet to the East line of Tract 66 of said Block 64; thence S00°00'20"W along said East line of Tract 66, Block 64, for 0.24 feet to the said Southerly Right-of-way line of Lake Worth Drainage District Canal L-29; thence N89°57'59"W for 91.15 feet to a point on the Northerly Right-of-way line of Proposed Flavor Pict Road; said point being a point on a non-tangent curve, concave to the South, having a radius of 5789.58 feet, where the radial line bears S15°31'08"W; thence Southeasterly along said curve to the right, through a central angle of 04°05'01" for 412.63 feet to a point of tangency; thence continue along said Northerly Right-of-way line of Flavor Pict Road for the following three (3) courses; thence S70°23'51"E for 2178.29 feet; thence S71°18'52"E for 250.00 feet; thence S70°23'51"E for 4.55 feet; thence departing said right-of-way line N00°30'34"W for 1257.42 feet to the Point of Beginning.

Legal Description – Parcel No. 2

A parcel of land lying in Section 3 and 4, Township 46 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 3, thence N00°35'26"W along the West line of said Section 3 for 115.03 feet to the Northerly right-of-way line of the Lake Worth Drainage District Canal L-30 and the Point of Beginning; thence S89°36'22"W along said Northerly Right-of-way line for 2672.86 feet to the Easterly Right-of-way line of Hagen Ranch Road according to the Right-of-way Deed recorded in Official Records Book 666, pages 48 through 49 of the Public Records of Palm Beach County, Florida; thence along said Easterly Right-of-way line for the following eight (8) courses; thence N17°14'48"W for 27.46 feet to a point of curvature of a curve concave to East, having a radius of 1870.08 feet; thence Northwesterly along said curve to the right, through a central angle of 8°35'45" for 280.56 feet; thence N04°34'27"E for 50.12 feet to a Point of Curvature of a non tangent curve, concave to the East, having a radius of 1859.25 feet, where the radial line bears N82°51'11"E; thence along said curve to the right through a central angle of 8°49'53" for 286.58 feet; thence N45°52'17"E for 28.83 feet; thence N00°00'26"W for 35.96 feet; thence N45°00'39"W for 45.73 feet; thence N00°00'33"W for 1480.13 feet to the Southerly Right-of-way line of the Lake Worth Drainage District Canal L-29, according to Chancery Case No. 407, recorded in Official Records Book 6495, page 761, of said Public Records;

thence S89°57'13"E along said Southerly Right-of-way line of Canal L-29 for 305.50 feet to a point on the East line of Tract 72, Block 64, "PALM BEACH FARMS COMPANY PLAT NO. 3", as recorded in Plat Book 2, pages 45 through 54 of said Public Records; thence N00°22'17"E along the said East line of Tract 72 and the said Southerly Right-of-way line of Canal L-29 for 5.28 feet; thence S89°57'59"E along said Southerly Right-of-way line of Canal L-29 for 1350.01 feet to a point on the Southerly Right-of-way line of Proposed Flavor Pict Road as shown on Palm Beach County Drawing No. 88539, being a point on a non-tangent curve, concave to the South, having a radius of 5669.58 feet, where the radial line bears S10°15'50"W; thence Southeasterly along said curve to the right, through a central angle of 9°20'18" for 924.06 feet to a point of tangency; thence continue along said Southerly Right-of-way line of Flavor Pict Road for the following four (4) courses; thence S70°23'51"E for 2311.30 feet; thence S66°44'08"E for 250.51 feet; thence S70°23'51"E for 410.80 feet; thence S35°30'11"E for 46.44 feet to the Westerly Right-of-way line of Jog Road, according to those lands described in Official Records Book 5867, pages 561 through 563 of said Public Records; thence along said Westerly Right-of-way line of Jog Road for the following two (2) courses; thence S00°33'45"E for 390.73 feet; thence S01°43'11"E for 240.49 feet; thence departing said Westerly Right-of-way line of Jog Road S89°39'15"W for 245.32 feet; thence S00°33'21"E for 214.82 feet to the Northerly Right-of-way line of the Lake Worth Drainage District Canal L-30; thence S89°39'21"W along said Northerly Right-of-way line of Canal L-30 for 2372.12 feet to the West line of said Section 3; thence S00°35'26"E along said West line of Section 3 for 40.22 feet to the Point of Beginning.