

## TRANSFER OF DEVELOPMENT RIGHTS (TDR) UNITS CONTRACT FOR SALE AND PURCHASE

**INSTRUCTIONS:** Complete the attached contract. Submit an original copy as well as an electronic copy. Prior to execution of the contract by the PZB Executive Director, the applicant must provide an original signed copy to the Palm Beach County Zoning Division. The following contract for sale and purchase is only required if the TDR units are being purchased from the County's TDR Bank. If the applicant is purchasing TDR units from a private owner, a contract must be submitted which details the number of units, the receiving area and the sending area. Contact the Zoning Division at (561) 233-5200 for details.

Prepared by:

Robert Banks  
Chief Land Use County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

Return To:  
Palm Beach County, Zoning Division  
Community Development Section  
2300 N. Jog Road, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33411

### **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 \_\_\_\_\_ (hereinafter referred to as "Developer").

WHEREAS, the County has established a Transfer of Development Rights (hereinafter referred to "TDR") Special Density Program pursuant to Article 5.G.3 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 \_\_\_\_\_ development rights and the "County" is desirous of selling and transferring \_\_\_\_\_ development rights from the TDR bank for use on the subject property (hereinafter referred to as the "TDR Receiving Area"), as described in Exhibit A.

WHEREAS, the TDR Application No. \_\_\_\_\_-\_\_\_\_\_ was approved by the Board of County Commissioners in Zoning Resolution No. R- \_\_\_\_\_-\_\_\_\_\_.

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

WHEREAS, Article 5.G.3. requires a TDR Contract shall be executed prior to Final Approval by the Development Review Officer of a "TDR Receiving Area".

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 the "Developer" hereby agrees to purchase the \_\_\_\_\_ TDR units to be used within the "TDR Receiving Area".
3. Purchase Price. The purchase price for each TDR unit is \_\_\_\_\_ for a total purchase price of \_\_\_\_\_.
4. Timing. A. The Contract shall be executed prior to Final Approval by the Development Review Officer the "TDR Receiving Area". B. One hundred (100) percent of the funds must be received by Palm Beach County prior to Subdivision Approval or Issuance of the first Building Permit, whichever occurs first. The deed must be recorded prior to the Issuance of the first Building Permit for the TDR Receiving Area.
5. 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  
                                  Community Development Section  
                                  2300 N. Jog Road, 2<sup>nd</sup> Floor  
                                  West Palm Beach, Florida 33411

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

As to Developer:

6. 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.
7. Assignment. This Contract is assignable to any entity that is controlled by \_\_\_\_\_, for the benefit of this "TDR Receiving Area" 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.
8. 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.

9. 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.
10. 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.

Signed, sealed and delivered in the presence of:

PALM BEACH COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
PZ&B Executive Director

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

**NOTARY PUBLIC INFORMATION:**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of person acknowledging). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath (circle correct response).

\_\_\_\_\_  
(Name - type, stamp or print clearly)

\_\_\_\_\_  
(Signature)

My Commission Expires on: \_\_\_\_\_

**NOTARY'S SEAL OR STAMP**

Control No.  
Application No.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

Developer

Developer Name

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC INFORMATION:**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ]  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by  
\_\_\_\_\_ (*name of person acknowledging*). He/she is personally  
known to me or has produced \_\_\_\_\_ (*type of identification*) as  
identification and did/did not take an oath (*circle correct response*).

\_\_\_\_\_  
(Name - type, stamp or print clearly)

\_\_\_\_\_  
(Signature)

My Commission Expires on: \_\_\_\_\_

**NOTARY'S SEAL OR STAMP**

Control No.  
Application No.

**EXHIBIT A**  
**LEGAL DESCRIPTION**