

RFP EXHIBIT C

Return this instrument after recording to:
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: 305-758-7171

Prepared By: Tony Recio, Esq.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Tel: 305-854-0800

Folio Nos. INSERT

Space above reserved for recording

NOTE TO RECORDER: NO DOCUMENTARY STAMP TAX OR SURTAX IS DUE HEREON PURSUANT TO WILKINSON V. ST. JUDE HARBORS, INC., 570 So. 2d 1332 (Fla. 2d DCA 1990), AND TECHNICAL ASSISTANCE ADVISEMENT 2003(B)4-007 DATED JULY 14, 2003, AS THE DEVELOPMENT RIGHTS, DEFINED HEREIN, ARE NOT DEEMED TO BE INTERESTS IN REAL PROPERTY.

AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS

THIS AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS (this "Agreement and Deed") is made as of the _____ day of _____, 2025, by and between North Bay Village, Florida, a Florida municipal corporation, whose address is 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141 ("Seller") and [**INSERT NAME**], a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (the "Purchaser").

WHEREAS:

A. Seller is the owner of rights to develop [INSERT NUMBER] residential dwelling units (the "Development Rights"), in the number and related to the property as described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Sending Property").

B. Purchaser was awarded the right to purchase the Development Rights pursuant to Resolution No. 2025-XXX adopted on INSERT DATE, 2025, by the North Bay Village Commission awarding Request for Proposals No. 2025-xxx to Purchaser ("TDR Approval").

C. Seller has agreed to transfer the Development Rights to Purchaser for use in connection with certain real property located at INSERT ADDRESS, North Bay Village, Florida, more fully described in **Exhibit B** attached hereto and made a part hereof (the "Receiving Site").

RFP EXHIBIT C

D. Seller is desirous of transferring the Development Rights to Purchaser and Purchaser is desirous of obtaining such Development Rights, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/00 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.
2. Seller assigns, transfers, and conveys to Purchaser the Development Rights.
3. Seller hereby covenants with Purchaser that Seller is lawfully seized of the Sending Property in fee simple; that it has good right and lawful authority to sell and convey the Sending Property; that it does hereby fully warrant the title to said Sending Property and will defend the same against the lawful claims of all persons whomsoever.
4. The parties acknowledge and agree that Purchaser may subsequently re-convey the Development Rights to a property other than the Receiving Site pursuant to Section 8.13(E)(4) of the North Bay Village Unified Land Development Code.
5. This Deed shall be construed in accordance with the laws of the State of Florida. The provisions of this Deed may be enforced by all appropriate actions at law and in equity, with the prevailing party in any such action also entitled to reimbursement of all reasonable attorney's fees and costs (at trial and all appellate levels). This Deed shall be recorded in the Public Records of Miami-Dade County, Florida. All the parties to this Deed have participated fully in its negotiation, and accordingly, this Deed shall not be more strictly construed against any one of the parties hereto. This Deed shall be binding and inure to Seller and Purchaser and each of their respective successors and/or assigns.
6. This Deed may not be amended, modified or terminated except by written agreement of all the parties hereto.

[This space intentionally left blank. Signature pages follow.]

RFP EXHIBIT C

SELLER SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Deed as of the date set forth above.

Witness #1:

NORTH BAY VILLAGE

By: _____
Print Name: _____
Address: _____

By: _____
Frank Rollason
Village Manager

Witness #2:

By: _____
Alba L. Chang, CMC
Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Frank Rollason, Village Manager as Village Manager of North Bay Village, Florida a municipal corporation of the State of Florida. He [] is personally known to me or produced [] _____ as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A

My Commission Expires:

RFP EXHIBIT C

PURCHASER SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Deed as of the date set forth above.

Witness #1:

[INSERT NAME]

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Witness #2:

By: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by _____ as _____ of [INSERT NAME], a [insert entity type]. She/He [] is personally known to me or produced [] _____ as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT C

EXHIBIT A
LEGAL DESCRIPTION OF SENDING PROPERTY

Galleon Street located at 1851 Galleon Street

Lots 3-8, Block 9, PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND,
according to the plat thereof as recorded in Plat Book 57 at Page 6 of the Public
Records of Miami-Dade County, Florida

Folio No. 23-3209-014-0200

Transferrable Density Rights: INSERT

RFP EXHIBIT C

EXHIBIT B
LEGAL DESCRIPTION OF RECEIVING PROPERTY

INSERT LEGAL DESCRIPTION

Folio No. INSERT FOLIO(s)

SAMPLE