

Return To:

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

TRANSFER OF DEVELOPMENT RIGHTS
ESCROW AGREEMENT

R2001-1806

APR 25 2001

Palm Beach County, (the "County"), being the stated beneficiary of this agreement, G.L. Homes of Boynton Beach Associates VI, Ltd. ("Developer") and Ruden, McClosky, Smith, Schuster & Russell, P.A. (the "Escrow Agent"), in consideration of the mutual covenants contained in this Agreement, hereby agree as follows:

1. Developer received approval for and has contracted to buy 308 TDR units in Palm Beach County, Florida for use in the development known as Valencia IV (aka Valencia Shores). The approval for the transfer of these TDR units was granted by Resolution #R-~~1001-0239~~ The County requires that Developer pay County for the TDR units at the time the first building permit (other than for sales models or a temporary real estate sales and management office) is issued by County to Developer. Developer is to pay a total of \$3,028,564 (or \$9,833 per unit) for the purchase of 308 TDR units.
2. Establishment of Escrow Account. The parties hereby authorize and direct the Escrow Agent to establish an Escrow Account (the "Account") to be available pursuant to the terms of this Agreement. When the escrowed funds are released to the County, all interest, if any, earned by such funds while in escrow shall accrue to the County. If the County is not entitled to the funds, the interest earned by such funds shall accrue to the Developer. Developer shall pay all costs, fees and expenses of Bank and Escrow Agent arising from or in connection with the Account.
3. Deposit of Funds. The Account shall be in the amount of \$3,028,564. The Escrow Agent shall hold the Account. Developer shall evidence such availability of funds by delivering to County two copies of a sworn receipt (which is attached hereto as Exhibit "A") executed by Escrow Agent.
4. Deposit of Deed. Upon receipt of the evidence of availability of the funds, County shall deliver to Escrow Agent an executed deed conveying the 308 TDR units to developer. This deed shall be held by the Escrow Agent.
5. Disbursement of Escrowed Funds. Escrow agent shall hold the Account until it receives written notice from County that a building permit (as described in Paragraph 1 above) for the development has been approved and is ready to be issued. Within ten (10) days after receipt of notice from County, Escrow Agent shall disburse the funds in an amount equal to the Account to the County. Building permits to be issued simultaneous with dispersal of funds. Any accrued interest earned on the escrow account shall be disbursed to the County.
6. Release of Deed. Simultaneously with the disbursement of funds, Escrow Agent shall deliver the deed to Developer to be recorded in the public records.
7. Revocation or abandonment of Approval. In the event that the approval of this development is revoked in accordance with Section 5.8 of the Palm Beach County Unified Land Development Code, or formally abandoned by the Developer and that the abandonment has been approved by the County, the County shall send written notification to Escrow Agent. Escrow Agent shall then disburse all funds to Developer and return the deed to County.

8. Dispute Resolution. In the event of dispute between County and Developer, Escrow Agent may, at its option, continue to hold any disputed funds until Developer and County mutually agree to disbursement, or until a final administrative or judicial order is issued; or Escrow Agent may interplead such disputed sums in the Circuit Court for Palm Beach County, Florida. County and Developer agree that Escrow Agent shall not be liable to any person for its acts pursuant to this Agreement other than for Escrow Agent's willful breach of this Agreement or Escrow Agent's gross negligence.

9. Standard Provisions:

A. Additional Instruments. Each of the parties shall from time to time at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

B. The Entire Agreement. This Agreement constitutes the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

C. Modification. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

D. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

E. Severability. If any provisions of this Agreement are held to be invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect.

F. 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

As to Developer: G.L. Homes of Boynton Beach Associates VI, Ltd.
c/o: Kevin Ratterree
1401 University Drive, Suite 200
Coral Springs, FL 33071

As to Escrow Agent: Ruden McClosky Smith Schuster & Russell P.A.
c/o: Mr. Mark Grant, Esquire
200 East Broward Blvd.
Fort Lauderdale, FL 33301

G. Captions. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

H. 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 in the Property is located.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement this 26 day of April, 2001.

Witnesses:

[Signature]

Larry Portney
Typed or Printed Name

[Signature]

TERRY LILYAN
Typed or Printed Name

Witnesses:

[Signature]

SUSAN P. SCHEID
Typed or Printed Name

[Signature]

Carol D. Holler
Typed or Printed Name

DEVELOPER

G.L. HOMES OF BOYNTON BEACH ASSOCIATES VI, LTD.
By: G.L. HOMES OF BOYNTON BEACH VI CORPORATION. General Partner

[Signature] V.P.

ALAN FAUT
Typed or Printed Name

Date: March 28, 2001

954 753 1730
Telephone Number

ESCROW AGENT

Ruden, McClosky, Smith, Schuster & Russell, P.A.

[Signature] VP

MARK F. GRANT
Typed or Printed Name

Date: March 22, 2001

954-527-2404
Telephone Number

ATTEST:

DOROTHYH. WILKEN, Clerk

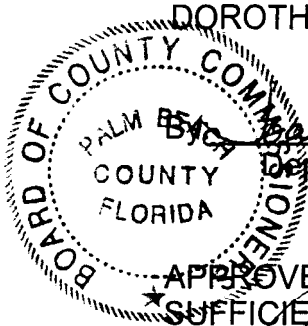
[Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
~~Chair~~
Warren H. Newell, Chairman



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APR 26 2001

