

Return recorded copy to:

Broward County Highway Construction  
& Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:

Cynthia A. Pasch, AICP  
Greenspoon Marder LLP  
200 East Broward Boulevard  
Fort Lauderdale, FL 33301

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.**

**SECURITY/LIEN AGREEMENT  
INSTALLATION OF REQUIRED IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Pulte Home Company, LLC,  
its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER's Project, known as Oak Tree Property  
Redevelopment Plat, Planning and Redevelopment Division  
File No. 002-MP-19, hereinafter referred to as the "Project," a legal description of  
which is attached hereto as Exhibit "A" and made a part hereof, which was approved by the  
Board of County Commissioners of Broward County on February 11,  
20 20, subject to certain conditions to ensure the protection of the public health and  
safety, and one of the conditions imposed at the time of approval was the construction of  
certain road improvements; and

WHEREAS, the parties desire to enter into this Agreement to provide for the  
construction, funding, and security for the required improvements as described in Exhibit  
"B" attached hereto and made a part hereof; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments  
hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
  - (a) DEVELOPER agrees to and shall construct the improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
  - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, CITY, or State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
  - (c) If property is located within a municipality, DEVELOPER, its successors and assigns, agree that no building permits shall be obtained from the municipality for construction of a principal building within the Project until such time as DEVELOPER provides the municipality with written confirmation from COUNTY that engineering plans for the required Improvements have been approved by the Broward County Highway Construction and Engineering Division and that DEVELOPER has complied with paragraph 4. of this Agreement. Failure of DEVELOPER, its successors and assigns, to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue building permits for construction of a principal building within the Project until such time as the DEVELOPER has complied with paragraph 4. of this Agreement.
  - (d) If property is located within a municipality, DEVELOPER, its successors and assigns, agree that no certificates of occupancy within the Project shall be obtained prior to completion of the Improvements according to the schedule set forth in Exhibit "B." Failure of DEVELOPER, its successors and assigns, to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the Improvements according to the schedule set forth in Exhibit "B."

- (e) DEVELOPER agrees to notify COUNTY of acceptance of the Improvements by the permitting authority if such permitting authority is other than the COUNTY.
- 3. DEVELOPER understands and agrees that it is DEVELOPER's responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
- 4. SECURITY AND DEFAULT.

**PLEASE CHECK THE APPROPRIATE SECTION BELOW**

(a) Lien.

(1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_). Such lien shall secure the construction of the Improvements identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee consent to such subordination.

(2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project which, according to the schedule set forth in Exhibit "B," requires the installation of the Improvements, or a portion thereof, DEVELOPER shall provide security acceptable to the COUNTY in the form of an irrevocable letter of credit, cash, check (cashier's, certified, or registered), or money order in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."

(3) DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B" in order to release a portion of the lien imposed on the Project for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for

the Improvements required in such phase. Upon acceptance by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

- (4) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to implement the construction of the Improvements that are outstanding. At the option of the COUNTY, such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, and/or the COUNTY may draw against the security for the amount necessary to construct the Improvements.
- (5) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER's Improvement obligations are fully performed. Expiration of the security prior to DEVELOPER's performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER's satisfaction of all obligations hereunder shall, at COUNTY's option, constitute a default of this Agreement.
- (6) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until the amount due for construction of the Improvements is fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (7) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY's reasonable costs incurred in drawing against the security.

(b) Letter of Credit.

- (1) Prior to the DEVELOPER recording the plat or any agreements which were conditions of approval for the Project, the DEVELOPER shall

provide the COUNTY with an irrevocable letter of credit, in a form that is acceptable to the COUNTY and which guarantees the DEVELOPER's performance of the construction obligations set forth in this Agreement in the total amount of \$\_\_\_\_\_.

- (2) If the DEVELOPER obtains certificates of occupancy prior to completion of the applicable Improvements contrary to the schedule set forth in Exhibit "B," the DEVELOPER shall be in default of this Agreement. In the event the DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount set out in paragraph 4.(b)(1), plus costs as set forth herein. If COUNTY draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12%) percent per annum or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements," which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (3) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER's road improvement obligation is fully performed. Expiration of the security prior to DEVELOPER's performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER's satisfaction of all obligations hereunder shall, at COUNTY's option, constitute a default of this Agreement.
- (4) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY's reasonable costs incurred in drawing against the security.

(c) Cash Bond.

- (1) The Improvements identified in Exhibit "B" shall be secured by cash, or check (cashier's, certified, or registered), or money order issued by Bank of America (financial institution), in the amount of Twenty-One Thousand Four Hundred Oaktree Property Redevelopment Dollars (\$21,400.00), payable to the Broward County Board of County Commissioners. The DEVELOPER may, at its option, later provide to the COUNTY a letter of credit acceptable to COUNTY, in like amount that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a letter of credit, the provisions of subsection 4(b) above shall apply.
  - (2) Upon completion of the Improvements, and acceptance by the applicable unit of local government, the DEVELOPER shall notify the Broward County Highway Construction and Engineering Division of such completion and acceptance. Upon a determination by the Highway Construction and Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER's one (1) year maintenance obligations if the Improvements are made to a County road, the COUNTY shall have ninety (90) days to remit Twenty-One Thousand Four Hundred Dollars (\$21,400.00) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a letter of credit.
5. The DEVELOPER may request the COUNTY to release a portion of the security set forth in Section 4 upon a finding by the Highway Construction and Engineering Division that the estimated cost of the road Improvements is less than the value of the security. Such finding may be the result of the DEVELOPER's completion of one or more of the road Improvements specified in Exhibit "B," or completion of one or more of such road Improvements by others. To request a partial release, the DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the Highway Construction and Engineering Division of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining road Improvements. Regarding the construction of improvements on a roadway over which the County has jurisdiction, the final release of the full security shall be subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for

roadways subject to COUNTY permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the DEVELOPER shall submit documentation from the permit agency, in a form acceptable to the Highway Construction and Engineering Division in its sole discretion, accepting the Improvements and consenting to the release of security.

6. INDEMNIFICATION. DEVELOPER agrees that the construction contract(s) for the Improvements shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DEVELOPER or persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. In the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, DEVELOPER shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE. DEVELOPER shall maintain on a primary basis, at its sole cost and expense maintain in force at all times during the term of this Agreement the insurance coverage set forth in this section, in accordance with the terms and conditions required by this section.

- (a) Such policy or policies shall be issued by U.S. Treasury approved companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. DEVELOPER shall be responsible for any policy deductibles or self-insured retentions. DEVELOPER shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming Broward County as an additional insured on a primary and non-contributory basis under the General Liability Policy, Automobile Liability policy as well as on any Excess Liability Policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- (b) Commercial Liability Insurance. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability and Two Million Dollars (\$2,000,000.00) per aggregate.
- (c) Business Automobile Liability. Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage.
- (d) Workers' Compensation Insurance. Workers' Compensation insurance shall

apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- (e) DEVELOPER shall furnish to COUNTY's Contract Administrator proof of insurance in the form of a Certificate of Insurance and endorsements, evidencing the insurance coverage specified by this section upon execution of this Agreement. DEVELOPER's failure to provide to COUNTY proof of insurance shall provide the basis for the termination of the Agreement.
  - (f) Coverage is not to cease and is to remain in force until all performance required of DEVELOPER is completed. A certified copy of any policy required by this section shall be provided to COUNTY upon request. COUNTY shall be notified within 30 days of any cancellation or restriction of coverage. If any of the insurance coverage will expire prior to the completion of the work, evidence of policy renewal shall be furnished upon expiration.
  - (g) COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If DEVELOPER uses a subcontractor, DEVELOPER shall require subcontractor to name, "Broward County" as an additional insured on its general liability and automobile liability policies.
8. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that developers install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
9. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of

this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction  
and Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For the DEVELOPER:

Patrick Gonzalez, Pulte Home Company, LLC

---

4400 PGA Boulevard, Suite 700

---

Palm Beach Gardens, FL 33410

---

10. RELEASE. When all of the obligations attributable to a specific Phase of the Project as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer, or its successor, and upon payment of any applicable fees, COUNTY shall cause a Release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this road improvement obligation has been satisfied.
11. RECORDATION. DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.
12. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
13. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
16. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
17. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
18. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 11<sup>th</sup> day of February, 2020, and DEVELOPER, signing by and through its Vice President duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator, as Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By [Signature]  
Assistant County Attorney  
DEPUTY

9 day of January, 2020



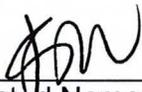
**MORTGAGEE**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Signed, sealed and delivered

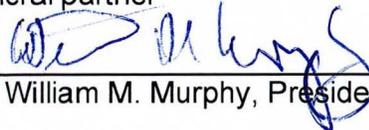
BLACKWOOD PARTNERS, LLC, a Florida limited liability company

By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager

  
Printed Name: Jacquelyn Waldman

By: Blackpool Associates, Inc., a Florida corporation, its general partner

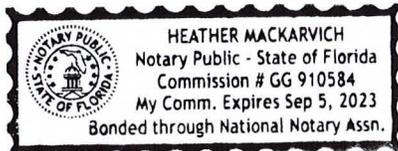
  
Print Name: Heather Mackarvich

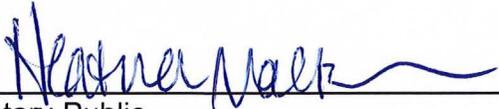
By:   
William M. Murphy, President

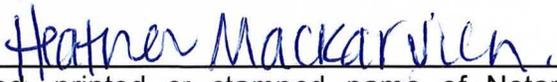
STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackwood Partners, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

27 WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2019.



  
Notary Public

  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**MORTGAGEE**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Signed, sealed and delivered

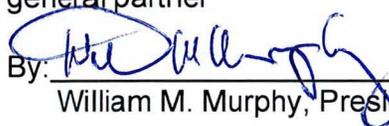
BLACKSHORE PARTNERS, LLC, a Florida limited liability company

By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager

By: Blackpool Associates, Inc., a Florida corporation, its general partner

  
Printed Name: Jacquelyn Waldman

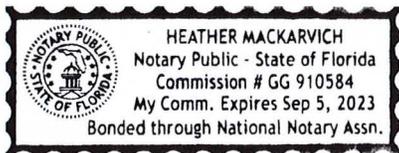
  
Print Name: Heather Mackarvich

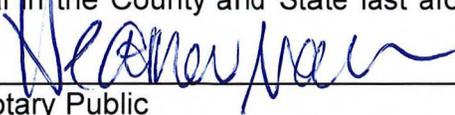
  
By: William M. Murphy, President

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackshore Partners, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

27 WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2019



  
Notary Public

Heather Mackarvich  
Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"  
LEGAL DESCRIPTION

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL "A", OAK TREE PLAT, AS RECORDED IN PLAT BOOK 177, PAGES 5 THROUGH 7, TOGETHER WITH LOT 17, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", AS RECORDED IN PLAT BOOK 63, PAGE 10, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88°12'55"E. ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF SAID PUBLIC RECORDS, A DISTANCE OF 826.79 FEET A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.77°44'26"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHERLY ALONG THE ARC OF THE WESTERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID RIGHT-OF-WAY LINE LYING 100.00 FEET WESTERLY OF AND CONCENTRIC TO THE CENTERLINE THEREOF, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", THROUGH A CENTRAL ANGLE OF 01°24'21", A DISTANCE OF 30.58 FEET; THENCE S.88°12'55"W. ALONG A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A", OAK TREE PLAT; THENCE S.53°04'11"E. ALONG THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID OAK TREE PLAT, A DISTANCE OF 46.82 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.74°57'20"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09°43'05", A DISTANCE OF 211.38 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 17 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1; THENCE N.01°39'39"W. ALONG SAID WEST LINE, A DISTANCE OF 146.96 FEET A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.71°43'32"E., A RADIAL DISTANCE OF 1,196.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", THROUGH A CENTRAL ANGLE OF 32°17'07", A DISTANCE OF 674.09 FEET; THENCE S.88°21'41"W. ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 96.42 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.43°06'02"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN

DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF  $31^{\circ}27'57''$ , A DISTANCE OF 684.44 FEET; THENCE  $S.78^{\circ}21'55''E.$  ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 456.13 FEET; THENCE  $S.01^{\circ}50'50''E.$  ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 21ST AVENUE (DECKER ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 1769, PAGE 445 OF SAID PUBLIC RECORDS, A DISTANCE OF 917.85 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17; THENCE  $S.88^{\circ}38'22''W.$  ALONG SAID SOUTH LINE, A DISTANCE OF 3,976.27 FEET; THENCE  $N.01^{\circ}37'24''W.$  ALONG THE EAST LINE OF "M.&S. PROPERTIES PLAT", AS RECORDED IN PLAT BOOK 98, PAGE 29 OF SAID PUBLIC RECORDS, A DISTANCE OF 921.96 FEET TO THE SOUTHWEST CORNER OF SAID GOLF-TAM VILLAGE, AND A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES  $N.88^{\circ}22'36''E.$ , A RADIAL DISTANCE OF 40.00 FEET; THENCE ALONG THE BOUNDARY OF SAID GOLF-TAM VILLAGE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF  $242^{\circ}57'52''$ , A DISTANCE OF 169.62 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF  $62^{\circ}57'52''$ ; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 16.48 FEET; THENCE  $N.01^{\circ}37'24''W.$ , A DISTANCE OF 360.00 FEET; THENCE  $N.88^{\circ}21'41''E.$ , A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 10.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF LOTS 48 THROUGH 54 OF SAID GOLF-TAM VILLAGE; THENCE  $N.01^{\circ}37'24''W.$  ALONG SAID PARALLEL LINE, A DISTANCE OF 526.02 FEET TO A POINT OF INTERSECTION WITH THE BOUNDARY LINE OF SAID GOLF-TAM VILLAGE; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWENTY-NINE (29) COURSES AND DISTANCES;  $N.88^{\circ}13'32''E.$ , A DISTANCE OF 70.00 FEET; THENCE  $N.01^{\circ}46'28''W.$ , A DISTANCE OF 10.00 FEET; THENCE  $N.88^{\circ}13'32''E.$ , A DISTANCE OF 100.00 FEET; THENCE  $N.01^{\circ}46'28''W.$ , A DISTANCE OF 80.00 FEET; THENCE  $N.88^{\circ}13'32''E.$ , A DISTANCE OF 316.78 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF  $37^{\circ}18'06''$ ; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 130.21 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF  $23^{\circ}34'02''$ ; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 98.72 FEET; THENCE  $S.39^{\circ}44'27''E.$ , A DISTANCE OF 30.99 FEET; THENCE  $S.01^{\circ}26'29''E.$ , A DISTANCE OF 63.23 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF  $94^{\circ}41'52''$ ; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 198.33 FEET; THENCE  $N.86^{\circ}44'37''W.$ , A DISTANCE OF 142.47 FEET; THENCE  $S.03^{\circ}15'23''W.$ , A DISTANCE OF 40.00 FEET; THENCE  $N.86^{\circ}44'37''W.$ , A DISTANCE OF 10.00 FEET; THENCE  $N.73^{\circ}41'30''W.$ , A DISTANCE OF 82.00 FEET; THENCE  $S.07^{\circ}06'50''W.$ , A DISTANCE OF 157.92 FEET; THENCE  $S.15^{\circ}27'37''E.$ , A DISTANCE OF 148.75 FEET; THENCE  $S.86^{\circ}44'37''E.$ , A DISTANCE OF 153.98 FEET; THENCE  $N.11^{\circ}38'36''E.$ , A DISTANCE OF 282.95 FEET A THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES  $N.03^{\circ}15'13''E.$ , A RADIAL DISTANCE OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL

ANGLE OF  $62^{\circ}14'07''$ , A DISTANCE OF 173.79 FEET; THENCE  $S.01^{\circ}26'29''E.$ , A DISTANCE OF 360.93 FEET; THENCE  $N.88^{\circ}21'41''E.$ , A DISTANCE OF 695.09 FEET; THENCE  $N.32^{\circ}09'20''E.$ , A DISTANCE OF 460.00 FEET; THENCE  $N.57^{\circ}50'40''W.$ , A DISTANCE OF 100.00 FEET; THENCE  $N.32^{\circ}09'20''E.$ , A DISTANCE OF 98.57 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF  $33^{\circ}56'25''$ ; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 59.24 FEET; THENCE  $N.01^{\circ}47'05''W.$ , A DISTANCE OF 39.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE  $S.88^{\circ}12'55''W.$ , A DISTANCE OF 75.00 FEET; THENCE  $N.01^{\circ}47'05''W.$ , A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,061,881 SQUARE FEET/139.1616 ACRES MORE OR LESS.

EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Physical removal of two temporary vehicular driveways and restoration of the Prospect Road right of way

Completion Date

February 11, 2021 or one year from the date of County Commission approval of the temporary access openings, whichever is later.