

Return recorded copy to:

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

Document prepared by:

Michael Gai
Sun-Tech Engineering, Inc
1600 West Oakland Park Blvd.
Fort Lauderdale, Fl. 33311

NOTICE: PURCHASERS, GRANTEEES, 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

Laurence Locker, its successors and assigns, hereinafter referred to as "DEVELOPER,"

WHEREAS, DEVELOPER'S Project, known as Palm Aire Cypress Course Estates 4th Section, Development Management Division File No. 126-MP-81, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof approved by the Board of County Commissioners of Broward County on APRIL 12, 2005, 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:

CAF#450
01/01/04 Revised

1

Approved BCC

[Signature]

Submitted By

[Signature]

RETURN TO DOCUMENT CONTROL

14

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 improvement have been approved by the Broward County 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 Improvements by 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 ONE OF THE THE APPROPRIATE SECTIONS 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's 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 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 cause 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.
- (6) 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, at COUNTY's option, shall constitute a default of this Agreement.
- (7) 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 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.
- (8) 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, which 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 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 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, at COUNTY'S option, shall 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.

[X] (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 ~~Thirty-two thousand nine hundred eighty eight~~ (financial institution), in the amount of Dollars (\$32,988.00), 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 Engineering Division of such completion and acceptance. Upon a determination by the 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 Dollars (\$_____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a or letter of credit.
5. Upon the completion of one or more of the road Improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. 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 COUNTY 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. Final release of the full security is 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 officially accepting the Improvements and consenting to the release of security.

6. DEVELOPER agrees that the construction contract(s) for the Improvements shall:
- (a) 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 and persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require DEVELOPER or its contractor to indemnify COUNTY, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. 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.
 - (b) In order to insure the indemnification obligation contained above, the contractor for the DEVELOPER and/or its contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
 - (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such policies shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
 - (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - Premises and/or operations.
 - Independent contractors.
 - Products and/or completed operations for contracts.
 - Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - Underground coverages.
- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- Owned vehicles.
 - Hired and non-owned vehicles.
 - Employers' non-ownership.
- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with 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 Hundred Thousand Dollars (\$100,000.00) each accident.
- (g) The DEVELOPER shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.
7. 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."

8. **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 Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

Laurence Locker

350 Oakes Ln.

Pompano Beach, Florida 33069

9. **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 impact obligation has been satisfied.
10. **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.
11. **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.

12. 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.
13. 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.
14. 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.
15. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
16. 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.
17. 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.
18. 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.


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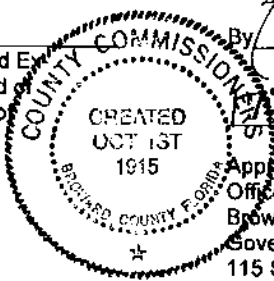
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 12th day of April, 2005 and DEVELOPER, signing by and through its _____ duly authorized to execute same.


COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


County Administrator and Ex
Officio Clerk of the Board
County Commissioners of
Broward County, Florida



By 
BEN GRABER Mayor

____ day of October, 2006

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 
Assistant County Attorney

9th day of October, 2006

DEVELOPER-INDIVIDUAL

Witnesses:

[Signature]

(Signature)

Print name: *Michael Gai*

[Signature]

(Signature)

Print name: *Carroll Lawton*

Laurence Locker
Name of Developer (Individual)

Laurence D. Locker
(Signature)

Print name: Laurence D. Locker

Print address: 350 Oakes Ln.
Pompano Beach, Florida 33069

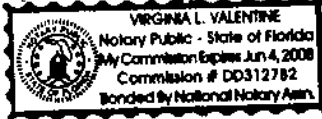
26 day of July, 2006

ACKNOWLEDGMENT: INDIVIDUAL

STATE OF Florida)
) SS
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th day of July, 2006, by Laurence D. Locker who is
 personally known to me, or
 produced identification. Type of identification produced _____

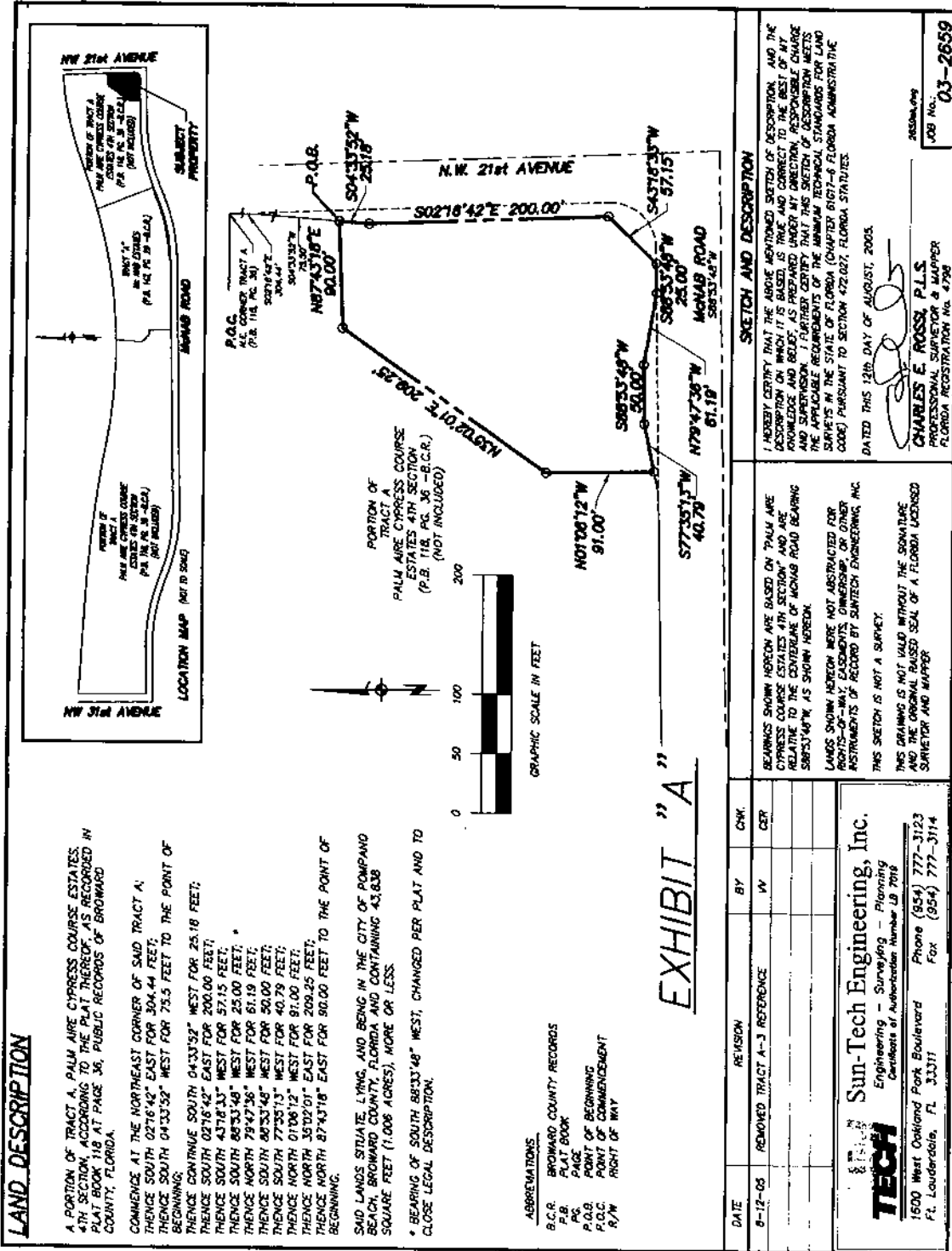
(Seal)



NOTARY PUBLIC:
Virginia L. Valentine

Print name:
Virginia L. Valentine

My commission expires: 6-04-08



LAND DESCRIPTION

A PORTION OF TRACT A, PALM AIRE CYPRESS COURSE ESTATES, 4TH SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118 AT PAGE 36, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 02°16'42" EAST FOR 304.44 FEET; THENCE SOUTH 04°33'52" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING;

- THENCE CONTINUE SOUTH 04°33'52" WEST FOR 25.18 FEET;
- THENCE SOUTH 02°16'42" EAST FOR 200.00 FEET;
- THENCE SOUTH 43°18'33" WEST FOR 57.15 FEET;
- THENCE SOUTH 86°33'48" WEST FOR 25.00 FEET; *
- THENCE NORTH 79°47'36" WEST FOR 61.19 FEET;
- THENCE SOUTH 86°33'48" WEST FOR 50.00 FEET;
- THENCE SOUTH 77°35'13" WEST FOR 40.79 FEET;
- THENCE NORTH 01°06'12" WEST FOR 91.00 FEET;
- THENCE NORTH 35°02'01" EAST FOR 209.25 FEET;
- THENCE NORTH 87°43'18" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 43,638 SQUARE FEET (1.006 ACRES), MORE OR LESS.

* BEARING OF SOUTH 86°33'48" WEST, CHANGED PER PLAT AND TO CLOSE LEGAL DESCRIPTION.

ABBREVIATIONS

- B.C.R. BROWARD COUNTY RECORDS
- P.B. PLAT BOOK
- P.S. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY

EXHIBIT "A"

DATE	REVISION	BY	CHK
9-12-05	REMOVED TRACT A-J REFERENCE	W	CER

TECH Sun-Tech Engineering, Inc.
 Engineering - Surveying - Planning
 Certificate of Authorization Number LB 7019
 1500 West Oakland Park Boulevard Phone (854) 777-3123
 Ft. Lauderdale, FL 33311 Fax (954) 777-3114

SKETCH AND DESCRIPTION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF DESCRIPTION AND THE DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION, RESPONSIBLE CHARGE AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G7-9, FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 422.027, FLORIDA STATUTES.

DATED THIS 12th DAY OF AUGUST, 2005.

Charles E. Rossi
CHARLES E. ROSSI, P.L.S.
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 4798

RECORDING JOB NO. **03-2659**

EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

<u>Improvement</u>	<u>Completion Date</u>
SR#6 Concrete separator on Southwest 36th Ave extending from McNab Road to a point 300' North of the corner cord	Prior to first Certificate of Occupancy
SR#7 Remove existing pavement lying immediately to the north of the proposed driveway	Prior to the first certificate of Occupancy
SR#10 Extend existing southbound right turn lane on Southwest 36 Ave. at McNab Road to include the 50-foot opening and provide 150' feet of storage and 100 feet of transition for the opening	Prior to first Certificate of Occupancy
SR#11 Pavement Markings and Signage	Prior to first Certificate of Occupancy

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01/01/04 Revised