

EXHIBIT "A"
CONDITIONS TO HILLCREST PUD-R MODIFIED SITE PLAN (2016/2017)

The developer shall execute the attached Hold Harmless Agreement (Attachment 1 to Exhibit "A") prior to the issuance of any permits. The Applicant shall comply with conditions for each Phase as set below with the exception of the improvements outlined in the Hold Harmless Agreement.

A. Conditions within Phase 1:

1. Prior to the issuance of any Building Permit's, the following items shall be submitted to the City:
 - a) The Applicant shall provide the Declaration of Restrictive Covenants, in a form acceptable to the City Attorney's Office and recorded in the Public Records of Broward County; and
 - b) Provide documentation relating to the abandonment or relocation of easements as required to implement the Modified Final Site Plan; and
 - c) Provide documentation relating to the finalization of access with Tobin properties at Hillcrest roundabout; and
 - d) Park Impact shall be satisfied; and
 - e) Provide a copy of the homeowners/condominium association documents which will include a restriction prohibiting any conversion of the garages, and prohibiting asphalt shingles on any roof; and
 - f) Final design of all public improvements including any additional requirements required by the Plats or Land Use Plan Amendment shall be completed; and
 - g) Full road width restoration required on all streets impacted within rights-of-way required, as well as provide a restoration plan; and
 - h) Applicant shall provide copies of all outside agency permits that must be obtained, including but not limited to FDOT and Broward County.
2. Prior to the issuance of the 60th Certificate of Occupancy for a principal building:
 - a) Provide a school access and parking easement and a shared parking agreement, in a form acceptable to the City Attorney's Office. However, a temporary shared parking agreement, acceptable to the City, must be obtained prior to eliminating access to and use of parking spaces on the existing school

property together with spaces provided for under the existing shared parking agreement associated with the clubhouse property, and shall be in effect until such time that the Certificate of Occupancy for the clubhouse amenity is obtained; and

- b) Provide a right-of-way license and maintenance agreement for neighborhood signage and right-of-way enhancements; and
 - c) Provide an access and parking easement, in a form acceptable to the City Attorney's Office, for access to development's access and Hillcrest Drive roundabout for Building 21; and
 - d) All amenities (i.e. Clubhouse, tennis courts, pools, etc.) shall be completed; and
 - e) Bus shelter easements and the installation of solar lighted shelter units at all bus stops to be completed or in the alternative, the Developer shall remit to the City a cash payment equivalent for the construction of the solar lighted bus shelter units by the City.
3. Reclaimed Water Reuse Agreement for the use of re-use water for irrigation purpose needs to be executed by the property owner who will own the project after the first Certificate of Occupancy.
4. Should Broward County and/or the State approve certain material changes not addressed by the City in the O-2016-09 (PO-2015-33) (LUPA Amendment), which may affect aspects of this Final Site Plan the City is free to reopen the Site Plan (O-2016-10) (PO-2016-03) to address the changes made by the County within 60 days action. Further, if Broward County approves certain material changes not addressed by the City in the Plat Resolution (R-2016-139), which may affect aspects of this Final Site Plan the City is free to reopen the Site Plan (O-2016-10) (PO-2016-03) to address the changes made by the County within 60 days action.

B. Conditions within Phase 2:

- 1. No development permit shall be issued for a principal building, within the Phase 2 (18-hole golf course), until the Land Use Plan Amendment (PC 16-1) is approved by Broward County, all conditions of Ordinance O-2016-09 (PO-2015-33) have been satisfied, and the Hillcrest Country Club South Plat has been recorded. Site work building permits may be issued prior to plat recordation, and site work includes but is not be limited to earthwork, utilities, paving and drainage and off site improvements. The developer shall execute the attached Hold Harmless Agreement (Attachment 1 to Exhibit "A") prior to the issuance of site work building permits.
- 2. Prior to the issuance of any Building Permit's, the following items shall be submitted to the City:

- a) Park Impact Fee shall be satisfied; and
 - b) Provide a copy of the homeowners/condominium association documents which will include a restriction prohibiting any conversion of the garages, and prohibiting asphalt shingles on any roof; and
 - c) Bus shelter easements and the installation of solar lighted shelter units at all bus stops to be completed or in the alternative, the Developer shall remit to the City a cash payment equivalent for the construction of the solar lighted bus shelter units by the City; and
 - d) Final design of all public improvements including any additional requirements required by the Plats or Land Use Plan Amendment shall be completed; and
 - e) The City maintains an existing forcemain through an existing utility easement connecting sanitary sewer for the property at the SE corner of the 18 hole Golf Course to a manhole on Hillcrest Drive. Approval of the modified Final Site Plan is contingent upon the existing forcemain being relocated as indicated on the Final Site Plan that obtained sign-off. The referenced easement needs to be vacated and a new easement provided for the relocate forcemain as shown on the modified Final Site Plan. The survey also shows a 6' FPL Utility easement, which appears to be for the lift station W-17. The electrical service for the existing lift station needs to be provided from another source provided and installed by this project, and the easement needs to be vacated. A new easement acceptable to FPL will need to be provided for new electrical service. All coordination with FPL will need to be done by the developer; and
 - f) The proposed project calls for two existing FDOT drainage retention ponds, within existing FDOT drainage easements, to be relocated. New easements acceptable to FDOT will need to be provided for the relocated ponds.
3. Reclaimed Water Reuse Agreement for the use of re-use water for irrigation purpose needs to be executed by the property owner who will own the project after the first Certificate of Occupancy.
 4. Should Broward County and/or the State approve certain material changes not addressed by the City in the O-2016-09 (PO-2015-33) (LUPA Amendment), which may affect aspects of this Final Site Plan the City is free to reopen the Site Plan (O-2016-10)(PO-2016-03) to address the changes made by the County within 60 days action. Further, if Broward County approve certain material changes not addressed by the City in the Plat Resolution (R-2016-139), which may affect aspects of this Final Site Plan the City is free to reopen the Site Plan (PO-2016-03) to address the changes made by the County within 60 days action.