

EXHIBIT "A"

CONDITIONS TO HILLCREST PUD-R MODIFIED FINAL SITE PLAN (2016)

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

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- 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 PO-2015-33 (LUPA Amendment), 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. Further, if Broward County approves certain material changes not addressed by the City in the Plat Resolution (R-2016-), 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.

B. Conditions within Phase 2:

1. No development permit shall be issued for site work or 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 PO-2015-33 have been satisfied, and the Hillcrest Country Club South Plat has been recorded.
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

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- 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 PO-2015-33 (LUPA Amendment), 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. Further, if Broward County approve certain material changes not addressed by the City in the Plat Resolution (R-2016-), 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.

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~~1. No building permit shall be issued for a principal building until the Land Use Amendment Plan (Ordinance PO-2015-33) is approved, all conditions of Ordinance PO-2015-33 have been satisfied, and the Plat has been recorded.~~

~~2. Prior to the issuance of any building permits, the following items shall be submitted, in a form acceptable to the City Attorney's Office, and recorded in the Public Records of Broward County prior to any residential units receiving temporary or permanent Certificates of Occupancy:~~

~~a. Declaration of Restrictive Covenants; and~~

~~b. Public Access Easement; and~~

~~c. 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; and~~

~~d. Copy of the homeowners/condominium association documents; and~~

~~e. Provide school access and parking easement and shared parking agreement, in a form acceptable to the City Attorney's Office, prior to Certificate of Occupancy for the clubhouse amenity. 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.~~

~~f. Right of Way license and maintenance agreement for neighborhood signage and right of way enhancements prior to the issuance of the 60th Certificate of Occupancy for a principle building within Phase 1.~~

~~g. 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 prior to the issuance of the 60th Certificate of Occupancy for a principal building; and~~

~~h. Restriction in Homeowner's Association documents to prohibit garage conversion; and~~

- ~~i. Full road width restoration required on all streets impacted within rights of way required, as well as provide a restoration plan at time of building permit submittal; and~~
- ~~j. Approved signage and pavement marking plan required from Broward County Traffic prior to building permit issuance; and~~
- ~~k. Provide copies of all outside agency permits that must be obtained for this project, including but not limited to FDOT and Broward County; and~~
- ~~l. Provide documentation relating to the abandonment or relocation of easements as required to implement the modified final site plan; and~~
- ~~m. Provide documentation relating to the finalization of access with Tobin properties at Hillcrest roundabout; and~~
- ~~n. Provide documentation/agreement regarding the satisfaction of Park impact fees.~~

~~3. The following shall receive a Certificate of Occupancy (C/O) and/or Certificate of Completion (C/C) prior to any residential units receiving temporary or permanent C/O's:~~

- ~~a. All amenities (i.e. Clubhouse, tennis courts, pools, etc.) prior to the issuance of the 60th Certificate of Occupancy for a principal building; and~~
- ~~b. Signage and/or Signalization as dictated by MUTCD Standards and approved by Broward County for the pedestrian crossings on Hillcrest Drive in accordance with Phasing Plan of the modified Final Site Plan; and~~
- ~~c. Bus shelter easements and the installation of solar lighted shelter units at all bus stops to be completed in accordance with the Phasing Plan of the modified Final Site Plan 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.~~

~~4. Final design of all public improvements including any additional requirements required by the Plat or Land Use Plan Amendment, shall be acquired and addressed at the time of building permit submittal.~~

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5.——~~There are two existing FDOT drainage retention ponds on the project site, within existing FDOT drainage easements. The proposed project calls for those ponds to be relocated. Approval of the modified Final Site Plan for this project is contingent upon approval of the ponds relocation, and abandonment of the existing easements for the ponds. New easements acceptable to FDOT will need to be provided for the relocated ponds.~~

6.——~~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 the new electrical service. All coordination with FPL will need to be done by the developer.~~

7.——~~The shall be no asphalt shingles on any roof.~~

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 by Hillcrest Country Club Limited Partnership / Pulte Home Corporation., a Florida corporation (hereinafter referred to as "Developer"), in favor of the CITY OF HOLLYWOOD, FLORIDA (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Developer, pursuant to Ordinance PO-2015-33 (LUPA) and Resolution No. R-2016-_____, (PLAT) was required to hold the City harmless against any claims arising from accidents/incidents as a result of acquiring building permits for models, temporary sales parking lot and sales center for Phase 1 (Executive Golf Course) and demolition and building permits for the construction of the Clubhouse Amenity, as well as the amenities within the Tennis and Bocce Center Parcel, prior to the recordation of the Plat approved in the above-referenced Ordinance and Resolution; and

WHEREAS, Developer does hereby present this Hold Harmless Agreement unto the City as a condition to the issuance of permits and with the understanding that same will not be recorded until such time as Developer applies for the issuance of a Certificate of Occupancy or Completion.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, it is mutually agreed as follows:

1. **Incorporation of Recitals.** The parties acknowledge that they have read and understand the above recitals, that they are true and correct, and they are hereby incorporated herein to this Agreement.

2. **Indemnification.** Developer agrees to release, discharge, indemnify, defend and hold harmless City, its employees, agents, officers, and representatives, from and against any and all claims and actions of whatever kind or nature, arising out of or resulting from the approval of Ordinance PO-2015-33, the approval of Ordinance PO-2016-03, the approval of Resolution No. R-2016-_____, and the issuance of any and all building permits for models, temporary sales parking lot and sales center for Phase 1 (Executive Golf Course) and demolition and building permits for the construction of the Clubhouse Amenity, as well as the amenities within the Tennis and Bocce Center Parcel. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss, injury or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action, or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of the lot. Nothing herein shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

2. **Enforcement Costs.** In any proceeding brought to enforce or determine rights and/or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and other expenses incurred in connection therewith from the non-prevailing party in addition to any other relief to which the prevailing party may be entitled.

3. **Covenant Running with the Land.** This Agreement shall constitute a covenant running with the title to the Subject Property and respective lots and shall remain in full force and effect and be enforceable and binding in a court of law upon the Developer, and its successors, heirs, assigns, transferees and all parties claiming under them until such time as the same is modified or released by the City Manager or his designee, the Director of Planning.

4. **Entire Agreement.** This Agreement constitutes and represents the entire agreement between the parties respecting the subject matter herein and supersedes any prior understandings or agreements. This Agreement shall be governed by Florida law, and the jurisdiction for any claims brought hereunder shall be in the courts of Broward County, Florida. The provisions of this instrument shall become effective upon the recordation of this Agreement in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed on the day and year first above written.

Hillcrest Country Club Limited Partnership /
Pulte Home Corporation., a Florida corporation

By: _____
Name, President

Printed Name: _____

Printed Name: _____