

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 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 No. _____, as more specifically set forth in Exhibit "A" of said Ordinance, is required to hold the City harmless against any claims arising from accidents/incidents as a result of acquiring, prior to plat recordation, Site Work building permits for Phase 2 which shall be issued for site work that includes but is not limited to earthwork, utilities, paving and drainage and off-site improvements site work for Phase2 (18-Hole Golf Course) and

WHEREAS, Developer does hereby present this Hold Harmless Agreement unto the City as a condition to the issuance of Site Work permits and with the understanding that this Agreement 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 No. _____, and the issuance of any and all Site Work permits issued for site work that includes but is not limited to earthwork, utilities, paving and drainage and of-site improvements site work for Phase2 (18-Hole Golf Course). 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: _____