

June 9, 2020

Attn: Maxine Calloway, Director
City of Tamarac
Community Development Department
7525 NW 88th Avenue
Tamarac, FL 33321

Woodmont Cure Plan

At the May 27th, 2020 “Virtual” City Commission Meeting of the City of Tamarac (“City”), the City conducted an annual review of the Woodmont Amended and Restated Development Agreement (“Development Agreement”) by and between the City, Woodmont Country Club, Inc. (“WCC”), and Pulte Homes (“Pulte”). At the conclusion of the meeting, the City Commission required WCC to work with staff and develop a cure plan (“Cure Plan”) based on the statements included within the memorandum prepared by Ms. Maxine Calloway, Director of Community Development, and dated April 22, 2020 (“Woodmont Memorandum”). The Woodmont Memorandum outlined several issues referenced in the order they appear with the Development Agreement. Although WCC remains steadfast in its position that many of the alleged examples of non-compliance contained within the Woodmont Memorandum are inaccurate and shall remain under dispute, WCC hereby proposes the following compromise resolutions without acknowledging any default or wrongdoing whatsoever.

Paragraph 7 Waterway Conveyance:

During the May 27th, 2020 City Commission Meeting, the City acknowledged on the record that they have failed to perform any maintenance of the subject lake in over a year. The City’s failure to properly maintain the condition of the water and sediment within the lake have caused significant damage to WCC’s golf course and irrigation systems. WCC remains steadfast that the Development Agreement in no way requires WCC to take ownership of the lake. If the City wishes for WCC to take ownership, the City shall indemnify and hold WCC harmless from any and all expense related to WCC’s ownership of same, including but not limited to the restoration of the lake to its proper condition, the lakes ongoing maintenance, and any costs associated with insuring WCC from related liabilities. In addition, prior to WCC accepting title to the lake, the City shall reimburse WCC for the damage to its irrigation system caused by the City’s failure to adequately maintain the lake, including but not limited to the costs associated with a replacement irrigation pump WCC recently had to purchase and install. Regardless, WCC no longer intends to pursue an aqua range, and is considering the installation of a driving range elsewhere on WCC’s property.

Paragraph 8 - Golf Course:

WCC shall agree to construct a driving range on Practice Hole B, near the Charter School and Bowling Alley properties. Provided the City acknowledges WCC's right to determine the location of its own driving range on its property, WCC shall agree to adequately buffer the range in order to protect adjacent properties. In such event, the City would be required to permit WCC to install safety nets between the range and the adjacent commercial properties. Upon the City's approval of such proposal, WCC would endeavor to complete such driving range improvements by December 31, 2020. All other practice facilities are anticipated to be completed around the same time, subject to any delays caused by Pulte.

Paragraph 9 - Improvements & Maintenance:

Pulte recently began demolition of the old clubhouse and the development of adjacent residential pods. Construction activities within other residential pods remain ongoing. WCC cannot improve related cart paths until Pulte has substantially completed its construction activities. Further, Pulte is solely responsible for the construction of those portions of cart paths that have been damaged by Pulte's construction activities.

WCC has obtained permits for the construction of the New Maintenance Area and shall pursue such work in accordance with applicable code. Earthwork shall commence later this year, and WCC anticipates that all work related to the maintenance area will be completed in late 2021, subject to any delay caused by Pulte.

WCC is in the process of obtaining further competitive bids related to the proposed "Buffer Wall" along Southgate and Hole #6 of the Pines Course. In a recent meeting with the City's Staff, WCC proposed modifying the buffer wall to eliminate the concrete columns interspersed between the wrought iron fence that is preferred by the City. Graffiti is an ongoing problem within the area, especially around the commercial properties and the charter school located very close by the area where the buffer wall is to be constructed. A 6' high wrought iron fence with metal reinforced columns instead of painted concrete columns will reduce the expense WCC would otherwise incur by frequent removal of graffiti. WCC also proposed making the tops of the wrought iron bars pointed in order to discourage climbing over and trespassing (see attached photo of sample). The buffer fence would meet all applicable building codes and could also potentially incorporate the "wave" effect that is shown on the bottom example on the attached rendering. If WCC's proposal is acceptable, WCC agrees to submit for permit prior to October 15, 2020, and to diligently pursue until completion.

Paragraph 13 – Reservation and Dedication of Land:

WCC denies there is any condition currently in non-compliance with regard to this Section of the Development Agreement.

Paragraph 16 - Development of Commercial Land:

Under the current pandemic, and with a potential recession looming, there remains much uncertainty within the retail segment of our economy. The end use of the subject commercial property is still unknown. As the City is aware, a large development company has shown interest in developing this

property for an assisted/independent living facility, or similar senior housing. WCC will continue to market the property for retail and other potential uses.

WCC has previously attempted to pursue those improvements required under the Development Agreement only to have our plans rejected by the City on several occasions. It is WCC's position that the Development Agreement's expressed intent was to provide WCC with a full one year period from the approval of WCC's plan to construct the subject improvements. The City's refusal to allow WCC to perform such work is the sole cause of WCC's failure to complete such work. Notwithstanding the current stalemate between the parties, WCC shall propose the following in order to resolve our differences:

- (a) As WCC is generally permitted to do without permits in its normal course of business, WCC shall be permitted to commence the moving of earth to create a berm and to install such landscaping as required by the Development Agreement, without the burden of any unnecessary additional permitting costs or delays.
- (b) WCC shall immediately pursue competitive bids for the installation of the proposed chain link fence and shall diligently pursue such fence permit by the City.

Provided WCC's proposal is acceptable to the City, WCC anticipates commencing all related improvements to the Commercial Parcel prior to November 2020, and to complete such improvements in January 2021.

The City acknowledges that the time frames as proposed herein are estimates and that WCC shall have the full time period as allotted under the Development Agreement to complete all required improvements. In addition, as provided within the Development Agreement, all time frames for completing such work shall be subject to force majeure and other delays caused by acts of god or otherwise beyond the reasonable control of WCC.