

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into effective as of this ____ day of December, 2016, by and between LENNAR HOMES, LLC, a Florida limited liability company, whose address is _____ (“**Licensor**”) in favor of BELMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located within Hillsborough County, whose mailing address is _____ (“**Licensee**”) (Licensor and Licensee are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Licensor is the owner in fee simple of that certain real property located in Hillsborough County, Florida, being more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein (the “**License Area**”); and

WHEREAS, Licensee is in the process of constructing certain improvements within the District, including a portion within the License Area (such portion of the improvements referred to in this Agreement as the “**Improvements**”) as described in that certain Belmont Phase 2 North Community Development District Supplemental Report of the District Engineer 2016 Capital Improvement Project, attached hereto as **Exhibit B** and by this reference incorporated herein, which nature of said improvements may change from time to time (the “**Engineer’s Report**”); and

WHEREAS, until construction of the Improvements is completed, Licensor desires to grant to Licensee a temporary, non-exclusive construction and access license on, upon, over, under, across, and through the License Area for the sole purpose of constructing the Improvements and such license shall be binding on Licensor’s successors and assigns in interest.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Licensee to the Licensor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Temporary Construction License.** Licensor and its successors and assigns, do hereby grant and convey to Licensee a temporary, non-exclusive license on, upon, over, under, across and through the License Area for access, ingress, egress and to allow Licensee to complete the construction of the Improvements.

3. **Term of License.** Licensee shall be permitted to use the License during the period beginning with the date first written above and continuing until the Improvements have been completed in accordance with this Agreement and applicable plans and permits. Licensor acknowledges that so long as the final Improvements constructed generally conform to the types and nature of the Improvements that Licensee shall have exercised its rights hereunder in conformity with the terms hereof.
4. **Beneficiaries of License Rights.** The License set forth in this Agreement shall be for the sole benefit and use of Licensee, its successors and assigns, and Licensee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.
5. **Perpetual and Non-Exclusive Operation and Maintenance Easement.** Upon completion of the Improvements, to the extent that such Improvements are completed on property owned by Licensor or its successors and assigns, the Licensor and Licensee agree to negotiate in good faith and execute and record by separate instrument, a perpetual, non-exclusive easement for access, operation and maintenance of the Improvements to the extent necessary for the Licensee to perform such services in furtherance of the Improvements and shall by separate agreement convey and dedicate such property and Improvements as may be necessary in furtherance of the District's construction activities pursuant to its Engineer's Report.
6. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.
7. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this License Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or

delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Licensor: Lennar Homes, LLC
Attn: Mark Metheny

With a copy to: Laurie Gildan, Esq.

To the District: Belmont Community Development District

Tampa, Florida 33614
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
19 South Monroe Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jennifer Kilinski

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for Licensee and counsel for Licensor may deliver Notice on behalf of Licensee and Licensor.

8. **Use of License Area.** It is acknowledged and agreed that the License granted under this Agreement is a non-exclusive License and that Licensor shall have the right to use and enjoy the License Area in any manner not inconsistent with the License rights created herein, and grant others the right to do so.
9. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.
10. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral

or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Hillsborough County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

11. **Indemnification.** Licensor agrees to indemnify and hold the Licensee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the License Areas by Licensor, its guests, tenants, invitees, licensees, agents, employees or independent contractors.

To the extent allowed by law, the Licensee agrees to indemnify and hold Licensor harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the License Areas by the Licensee, its agents, or employees or independent contractors.

Licensor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the Licensee's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**BELMONT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

LENNAR FLORIDA, LLC

By: _____

Witness

Print: Mark Metheny

Its: Vice President

Print Name of Witness

EXHIBIT "A"
LICENSE AREA

DRAFT

EXHIBIT "B"
IMPROVEMENTS

DRAFT