

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this 27th day of August, 2020 by and between **VK AVALON GROVES LLC**, a Florida limited liability company, whose address is 101 NE 1st Street, Delray Beach, Florida 33444 (“**VK Avalon Groves**”), **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Pulte**”, and together with VK Avalon Groves, “**Licensors**”), and **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is c/o DPF Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (“**District**” or “**Licensee**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Special District Accountability Act, Chapter 189, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure within the District’s boundaries; and

WHEREAS, Licensors have constructed certain improvements including, but not limited to, roadways, stormwater management, landscaping, and other infrastructure (“**Improvements**”) as described in the *Avalon Groves Community Development District Preliminary Engineer’s Report*, dated October 11, 2016, the *Avalon Groves Community Development District Engineer’s Supplemental Report*, dated February 10, 2017, and the *Avalon Groves Community Development District Engineer’s Supplement Report – 2019 Bond Issuance*, dated July 19, 2019 (together, “**Capital Improvement Plan**”); and

WHEREAS, Licensors, to the extent of their respective interests, hold and possess the real property on which the Improvements were constructed, which is described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**License Area**”); and

WHEREAS, Licensee has requested that Licensors grant to Licensee a non-exclusive license over the License Area for the sole purpose of accessing and maintaining the Improvements (“**Improvement Maintenance**”), and Licensors are agreeable to granting such a license on the terms and conditions set forth herein.

NOW, THEREFORE, Licensors, for and in consideration of the mutual covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Licensee a non-exclusive license for the sole purpose of activities related to the Improvement Maintenance, subject to the following terms and conditions:

1. Recitals. The Recitals above are true, correct, and are incorporated herein by this reference.

2. Grant of License. Licensors hereby grant to Licensee, to the extent of their respective interests, a non-exclusive license over, upon, under, through, and across the License Area related to the Improvement Maintenance (“**License**”). Licensors reserve the right to modify the Improvements within the License Area at their discretion and nothing in this License prevents Licensors from doing so. Furthermore, the District is not obligated to maintain any Improvements within the License Area undergoing construction which render the Improvements inaccessible.

3. Term and Termination. This Agreement shall become effective upon the date hereof and shall remain in effect for the duration of the Improvement Maintenance.

4. Damage. The parties shall use all due care to protect the License Area and adjoining property from damage resulting from the parties’ use of the License Area. In the event a party, or its respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen) or representatives cause damage to the License Area or to adjacent property or improvements in the exercise of the License granted herein, that party, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps, and other structures or improvements of any kind.

5. Insurance. Licensee shall ensure that any contractors performing work for Licensee in the License Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued directly by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Licensee, and its staff, consultants, and supervisors, and Licensors and their employees and representatives, as additional insureds, as their interests may appear in a combined-single limit of not less than One Million Dollars per occurrence (\$1,000,000.00) with respect to bodily injury or death and property damage.

6. Limitations on Liability. Licensors agree that nothing contained in this Agreement shall constitute or be construed as a waiver of Licensee’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. Enforcement of Agreement. In the event that the Licensee seeks to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

8. Controlling Law; Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Lake County, Florida.

9. Public Records. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and are to be treated as public records in accordance with Florida law.

10. Third Parties and No Assignment. This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. This Agreement may not be assigned to any party whatsoever without the prior written consent by another party.

12. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Licensors and Licensee caused this Agreement to be executed, effective as of the day and year first written above.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

VK AVALON GROVES LLC

Witness

By: _____
Its: _____

PULTE HOME COMPANY, LLC

Witness

By: _____
Its: _____

Exhibit A: Map of License Area

Exhibit A Map of License Area

Those certain tracts and utility easements identified below as Tract E1 (Right-of-Way, also designated at Sawgrass Bay Boulevard), Tracts E2 and E3 (Stormwater Ponds), Tracts E5, E6 and E7 (Conservation Areas) and those certain 23' Utility Easements located on the east and west sides of Tract E1.

