

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING**

The special meeting of the Board of Supervisors of Triple Creek Community Development District was held on **Tuesday, December 13, 2016 at 10:00 a.m.** at the office of Rizzetta & Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

Present and constituting a quorum:

Grady Miars	<b>Board Supervisor, Chairman</b>
Walter Beeman	<b>Board Supervisor, Vice Chairman</b>
Bruce Kaschyk	<b>Board Supervisor, Assistant Secretary</b>
Ellen Johnson	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Joseph Roethke	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jennifer Kilinski	<b>District Counsel, HGS (via phone)</b>
Rick Herndon	<b>Sitex</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Roethke called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Resident presented questions about landscape maintenance.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of Supervisors' Landowner and Regular Meetings held on November 15, 2016 and Continued Meeting held on November 29, 2016**

On a Motion by Mr. Miars, seconded by Mr. Beeman, with all in favor, the Board approved the Regular Meetings held on November 15, 2016 and Continued Meeting held on November 29, 2016 from the Board of Supervisors' Landowner for Triple Creek Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for October  
2016**

On a Motion by Mr. Kaschyk, seconded by Ms. Johnson, with all in favor, the Board ratified the Operation and Maintenance Expenditures for October 2016 totaling (\$39,364.13) for Triple Creek Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Series 2016 Construction  
Requisitions, #18-19**

On a Motion by Ms. Johnson, seconded by Mr. Beeman, with all in favor, the Board ratified the Series 2016 Construction Requisitions, #18 Genesis Group (\$14,571.87) and #19 Hopping Green & Sams (\$117.50) for Triple Creek Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-08,  
Supplemental Assessment Resolution for the  
Series 2016 A Bonds**

This item was tabled until January 17, 2017 meeting.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-09,  
Supplemental Assessment Resolution for the  
Series 2016 B Bonds**

This item was tabled until January 17, 2017 meeting.

**EIGHTH ORDER OF BUSINESS**

**Consideration of other Financing Related  
Documents and Matters**

This item was tabled until January 17, 2017 meeting.

**NINTH ORDER OF BUSINESS**

**Consideration of Resumes for Vacant Board  
Supervisor Seats**

Mr. Roethke presented resumes to the Board for the vacant Supervisor seats. This item was deferred until the 2016 Bond Issue is completed.

**TENTH ORDER OF BUSINESS**

**Administer Oath to Newly Appointed  
Supervisors**

This item was continued until January 17, 2017 meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2017-12, Re-Designated Officers**

This item was continued until January 17, 2017 meeting.

**TWELFTH ORDER OF BUSINESS**

**Presentation of Field Inspection  
Reports**

Mr. Roethke presented the monthly pond and landscape inspection reports to the Board. A discussion ensued regarding several maintenance items.

**1. Proposal from Sitex**

Mr. Roethke presented a proposal from Sitex from some plant installations.

On a Motion by Mr. Beeman, seconded by Ms. Johnson, with all in favor, the Board approved proposal from Sitex for plant replacements at a total cost of (\$568.50) for Triple Creek Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposal for  
Brazilian Pepper Removal**

Mr. Roethke presented two proposals for Brazilian Pepper removal to the Board.

On a Motion by Mr. Beeman, seconded by Mr. Kaschyk, with all in favor, the Board approved proposal from Sitex for Brazilian Pepper removal at the cost of (\$6,300) for Triple Creek Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Mr. Roethke distributed a license agreement between the CDD and Lennar Homes. Ms. Kilinski reviewed the details of this agreement with the Board.

On a Motion by Mr. Beeman, seconded by Ms. Johnson, with all in favor, the Board approved license agreement between Lennar Homes and Triple Creek CDD for Triple Creek Community Development District.

- B. District Engineer  
No report.

C. District Manager

Mr. Roethke informed the Board that the next meeting will be on Tuesday, January 17, 2017 at 10:00 a.m. held at the offices of Rizzetta and Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

Mr. Roethke distributed a flyer to the Board for an upcoming CDD 101 Workshop, which will take place on January 19, 2017 at 6:30 p.m. All Board Supervisors are welcome to attend.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Johnson, seconded by Mr. Beeman, with all in favor, Board of Supervisors adjourned the meeting at 10:13 a.m. for Triple Creek Community Development District.

  
Secretary/Assistant Secretary

  
Chair/Vice Chair

**TRIPLE CREEK CDD**

**EXHIBIT TO 12-13-16 MINUTES:**

**License Agreement**

## 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 TRIPLE CREEK 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 Triple Creek Supplemental Engineering Report Capital Improvement Revenue Bonds, Series 2016, Villages F2 and G1, 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: Triple Creek Community Development District  

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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:

**TRIPLE CREEK 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