

Prepared by and return to:

Patricia A. Rathburn, Esq.
Assistant City Attorney
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

Property ID # 4742 3206 0012

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2017 by and between **BMOC_MIA (FL) LLC**, a Delaware limited liability company whose post office address is c/o 1420 Rock Ridge Drive, suite 100, Roseville, CA 95661 ("BMOC") and the **City of Coconut Creek, Florida**, whose post office address is 4800 W. Copans Road, Coconut Creek, Florida 33063 ("City").

WHEREAS, BMOC-MIA (FL) LLC is the owner of the property generally located at 7600 Lyons Road, Coconut Creek, Florida 33072, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, BMOC operates a private preparatory school on the Property referred to as North Broward Preparatory School; and

WHEREAS, in conjunction with the development of the Property and construction of improvements thereon, BMOC and/or its predecessors in title to the Property, has/have conveyed certain utility easements to the City (the "Easements"); and

WHEREAS, BMOC and the City have jointly agreed to vacate certain of those Easements as they are not required by the City or BMOC to provide utility service to the Property; and

WHEREAS, notwithstanding the vacation of the Easements, City will still provide water service to the Property which water usage shall be monitored for billing purposes by water meters located on the Property; and

WHEREAS, in order for City staff and/or its contractors/agents to gain access to the water meters subsequent to the vacation of the Easements, BMOC has agreed to grant a non-revocable license to the City for access over and across the Property to the water meters.

NOW THEREFORE, in consideration of the covenants and agreements contained herein

and other good and valuable consideration, the parties agree as follows.

1. BMOC-MIA (FL) LLC hereby grants a non-revocable license to the City of Coconut Creek across such portions of the Property as reasonably necessary for City to access all water meters on the Property metering City provided water, and such license shall include but not be limited to access to existing meters, and subsequently installed and/ or replaced meters for so long as City provides water service to the Property.
2. City's license for access across the Property to the water meters shall not preclude or interfere with BMOC constructing improvements on the Property from time to time, and in furtherance thereof, the parties have deliberately not designated or identified a certain route across the Property in order for City to have access to the meters. City's access to the meters shall at all times be reasonable, and BMOC agrees to make the meters accessible to City free from interference or restriction such as locked areas or meter rooms unless access to such restricted areas is provided to City.
3. This license is irrevocable by BMOC, its successors and or assigns without the written consent of the City for so long as City causes water service to be provided to the Property.
4. BMOC shall, and by execution of this License Agreement does, save and hold harmless the City of Coconut Creek from any loss, damage, or injury of any kind or character whatsoever that may arise from anything done, or omitted to be done, by BMOC, its agents, employees or contractors in connection with or in any way related to the matters authorized by this License. The City is a political subdivision as defined in Chapter 768.28, Florida Statutes and agrees to be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.
5. Notwithstanding anything contained herein to the contrary, this License Agreement shall be revocable at the pleasure of the City Commission of the City of Coconut Creek at any time. The election to revoke this License may be exercised at any time by mailing or delivering a notice of revocation and termination to BMOC, or its successors in title to the Property, at their then current address as reflected in the records of the Broward County Property Appraiser's office.
6. City acknowledges that this is a license agreement and does not convey any interest in the Property to City.
7. The agreements contained herein shall run with the land and shall be binding upon BMOC and its successors and assigns. In the event of a transfer of the property from BMOC, notice as required herein may be sent and shall be considered delivered if sent to

the person and address listed on the Broward County Property Appraiser's office as the address of the owner of the Property.

IN WITNESS WHEREOF, CITY AND BMOC have caused these presents to be executed as of the day and year first above written.

CITY OF COCONUT CREEK

By: _____

Name: Mary C. Blasi

Attest: _____

Leslie Wallace May, City Clerk

Its: City Manager

Approved as to form:

Terrill C. Pyburn, City Attorney

**STATE OF FLORIDA
COUNTY OF BROWARD**

SWORN TO and subscribed before me this ___ day of _____, 2017, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public

(Printed, Typed or Stamped Name of Notary)

My Commission Expires: _____

BMOC-MIA (FL) LLC

By: John K. Lehman

Name: [Signature]

Attest: [Signature]

Its: MANAGING DIRECTOR

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO and subscribed before me this 21ST day of JUNE, 2017, by JOHN K. LEHMAN, who is personally known to me or who ~~has produced~~ as identification and who did not take an oath.

[Signature]



Notary Public

KAREN VASQUEZ

My Commission Expires: 11.28.18

(Printed, Typed or Stamped Name of Notary)