

Prepared by and return to:

Eve M. Lewis, Esq.  
City Attorney's Office  
City of Coconut Creek  
4800 W. Copans Road  
Coconut Creek, FL 33063

Property ID #: 484218130260

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between **VTR Property LLC**, a Florida limited liability company whose post office address is 7880 N University Drive, Suite 200, Tamarac, Florida 33321, ("VTR") and the **City of Coconut Creek, Florida**, a municipal corporation, whose post office address is 4800 W. Copans Road, Coconut Creek, Florida 33063 ("City").

#### WITNESSETH:

WHEREAS, VTR PROPERTY LLC is the owner of the property generally located at 4515 Wiles Road, Coconut Creek, FL 33073, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, VTR plans to develop and operate a business on the Property; and

WHEREAS, in conjunction with the development of the Property and construction of improvements thereon, VTR, and/or its predecessors in title to the Property, has/have privately owned water and wastewater infrastructure; and

WHEREAS, City will 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, VTR 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. VTR PROPERTY 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 VTR 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 VTR 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 VTR, 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. VTR 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 VTR, 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 Section 768.28, Florida Statutes, as amended from time to time, and reserves all rights accorded thereunder. 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 License or any other related contract. This paragraph shall survive the termination of this License.
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 VTR, 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 VTR and its successors and assigns. In the event of a transfer of the property from VTR, 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.
8. The invalidity of one (1) or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the validity of the remaining portions

of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

9. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms hereof with their respective counsel and that approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect.
  
10. The City and VTR agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Venue for any action hereunder shall be exclusively in Broward County, Florida.

IN WITNESS WHEREOF, CITY and VTR 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 \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Attest: \_\_\_\_\_

Leslie Wallace May, City Clerk

Approved as to form:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

VTR PROPERTY LLC

By: \_\_\_\_\_

Name: Sanjay Gupta

Title: manager

WITNESSES:

[Signature]

Print: Andra Valencia

[Signature]

Print: Diana Rodriguez

STATE OF Florida  
COUNTY OF Broward

SWORN TO and subscribed before me this 13 day of February,  
2018, by Sanjay Gupta, who is personally known to me or who has  
produced FL. DL. as identification and who did not take an oath.

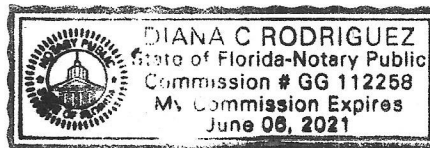
[Signature]

Notary Public

Diana C Rodriguez

(Printed, Typed or Stamped Name of Notary)

My Commission Expires: 6/16/21



## EXHIBIT "A" – PROPERTY

### LEGAL DESCRIPTION:

ALL OF PARCEL "GB4", TOGETHER WITH A PORTION OF PARCEL "A", "BANYAN SQUARE PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 168, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL "GB4", "BANYAN SQUARE PLAT", SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N 44°31'55" W, A RADIAL DISTANCE OF 1,913.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THE SOUTHERLY LINE OF SAID PLAT, THROUGH A CENTRAL ANGLE OF 00°44'21", A DISTANCE OF 24.69 FEET; THENCE S 54°31'55" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 101.02 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N 40°48'43" W, A RADIAL DISTANCE OF 1,901.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID SOUTHERLY LINE, THROUGH A CENTRAL ANGLE OF 05°57'55", A DISTANCE OF 197.97 FEET; THENCE N 34°48'48" W, A DISTANCE OF 137.16 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET AND A CENTRAL ANGLE OF 17°45'17"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 10.23 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 112.00 FEET AND A CENTRAL ANGLE OF 08°08'32"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 15.92; THENCE N 26°42'49" E, A DISTANCE OF 80.47 FEET; THENCE N 55°16'52" E, A DISTANCE OF 158.15 FEET; THENCE N 25°15'24" W, A DISTANCE OF 29.94 FEET; THENCE N 00°22'48" W, A DISTANCE OF 27.16 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID PLAT; THENCE N 89°37'06" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 57.78 FEET; THENCE S 44°10'10" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 206.62 FEET TO THE POINT OF BEGINNING.

ALL OF THE DESCRIBED LAND HEREON LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY FLORIDA AND CONTAINING 61,148 SQUARE FEET (1.404 ACRES) MORE OR LESS.

# LOCATION MAP

Property Address:

4515 Wiles Rd,  
Coconut Creek, FL 33073

