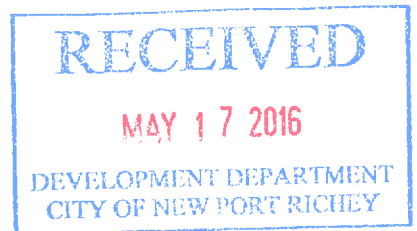




# LICENSE AGREEMENT DOCK ON CITY PROPERTY

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
Port Richey, FL 34652  
Phone (727) 853-1047 Fax (727) 853-1052



THIS LICENSE AGREEMENT ("Agreement") dated this 17<sup>th</sup> day of May, 20 16,  
is by and between THE CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation ("Licensor"), and  
John Ellwood, ("Licensee").

## W I T N E S S E T H

**WHEREAS**, Licensor is the owner of that certain strip of real property lying between the Pithlachascotee River and Grand Boulevard, bounded by Massachusetts Avenue to the north and Virginia Avenue to the south and lying west of Blocks 10, 11, 36 and 37, in accordance with the plat or map thereof recorded in Book 2, Page 21 of the public records of Pasco County, Florida (the "City Property"), and which is bounded along the said river by a seawall (the "Seawall") owned by the Licensor; and

**WHEREAS**, Licensee is the fee simple owner of a lot or lots lying east of the above described strip of real property, which lot or lots are more particularly described in Exhibit "A" attached hereto (the "Appurtenant Property"); and

**WHEREAS**, Licensee desires to construct a dock (the "Dock") to be attached or located immediately adjacent to the seawall (the "Seawall") for the City Property, which Dock shall serve the Appurtenant Property; and

**WHEREAS**, Section 5-44 of the New Port Richey City Code (the "City Code") requires that this Agreement be entered into between Licensor and Licensee as a condition precedent to construction of the Dock.

**NOW, THEREFORE**, in consideration of mutual covenants herein contained to be kept and performed, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. License. Licensor hereby grants to Licensee a conditional, revocable license (the "License") entitling Licensee to construct the Dock to be attached or located immediately adjacent to the Seawall on the river side of the City Property. Said license is conditioned upon compliance with and is subject to the provisions of Section 5-44 of the City Code, and all provisions of the City Code otherwise applicable to permitting, construction and maintenance of structures such as the Dock. Nothing in this License shall be construed as waiving any provision of the City Code otherwise application to the Dock and not otherwise expressly and directly in conflict herewith. This License shall be subject to revocation as provided in the City Code, or by the City Manager in the event of a default by Licensee in his or her obligations hereunder.
3. No commercial use. The Dock shall not be used for any commercial purpose.
4. Maintenance, Modification or Relocation of Seawall. Licensor shall have the right to maintain, repair, replace, modify or relocate the Sea Wall as deemed reasonably necessary or desirable by Licensor. In the event it is necessary for Licensor to undertake any such activity, Licensor shall use reasonable efforts to minimize disturbance or damage to the Dock. However, repair of any such disturbance or damage, including any requirement to shorten or lengthen and reconnect or re-moat the Dock, and the costs thereof, shall be the sole responsibility of Licensee.

5. Taxes and Assessments. Licensee shall pay all real property taxes and assessments ("Taxes") levied or assessed on the Dock when due.
6. Indemnification. Licensee shall at all times defend, relieve, indemnify, protect and save harmless Licensor and the City Property from and against any and all claims, liabilities, obligations, costs and expenses (including but not limited to reasonable attorneys' fees and costs) relating to the death or of or injury to persons or damage to property, including without limitation property owned or controlled by or in the possession of Licensee, that may in whole or in part, arise from or be caused by the construction, use or existence of the Dock or Licensee's failure to observe and abide by any of the terms, covenants, conditions or restrictions in this Agreement or any applicable federal, state or local statute or regulation.
7. Assignment. The License created herein shall not be assignable or transferable except in connection with the conveyance of licensee's right, title and interest in the Appurtenant Property.
8. Waiver. Waiver by Licensor of any breach of or default under this Agreement or of any term, covenant, restriction or condition mentioned herein, shall not be deemed to be a waiver of any subsequent or other breach of the same or of any other term, covenant, condition or restriction mentioned herein.
9. Captions. The captions heading the various paragraphs of the Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.
10. Effective Date of Agreement. This Agreement shall take effect upon the execution of the parties hereto.
11. Governing Law and Venue. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Florida. The parties agree that venue for any action brought hereunder shall lie exclusively with the state and federal courts in and for Pasco County, Florida.
12. Notices. Wherever in this Agreement it shall be required, permitted or desired that notice, request or other communication be given by one party to any other party, such notice, request or other communication must be in writing and shall be deemed given if it is either personally served, delivered by overnight express mail or private carrier or sent by United States certified mail, return receipt requested, as follows;
  - If to Licensor: City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652  
Attention: City Manager
  - If to Licensee: John Ellwood  
6844 Grand Blvd.  
New Port Richey, FL 34652
13. Severability. Invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the remaining provisions shall remain in full force and effect.
14. Counterparts. This Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered, shall constitute an original, and all of which together shall constitute one and the same instrument.
15. Compliance with Laws. Licensee shall, at its sole cost and expense, comply with all federal, state and local statutes, codes and regulations affecting the Dock. Prior to construction of the Dock, Licensee shall obtain all permits, including submerged land leases, required by all governmental entities having jurisdiction over such construction.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to construction, use and maintenance of the Dock. It supersedes all prior written and oral agreements and understandings between the parties hereto relating to such subject matter.

IN WITNESS WHEREOF, this Agreement has been executed on the day, month and year written below the parties' respective signatures.

Witnesses:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witnesses:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

LICENSOR:

CITY OF NEW PORT RICHEY, FLORIDA

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE:

By: John M. Ellwood

Print Name: JOHN M. ELLWOOD

Title: \_\_\_\_\_

Date: 6/29/2016

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, as \_\_\_\_\_ of the City of New Port Richey, Florida,  
who is personally known to me and/or produced \_\_\_\_\_ as  
identification.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF Florida

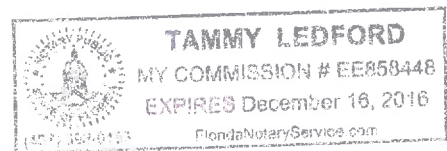
COUNTY OF Pasco

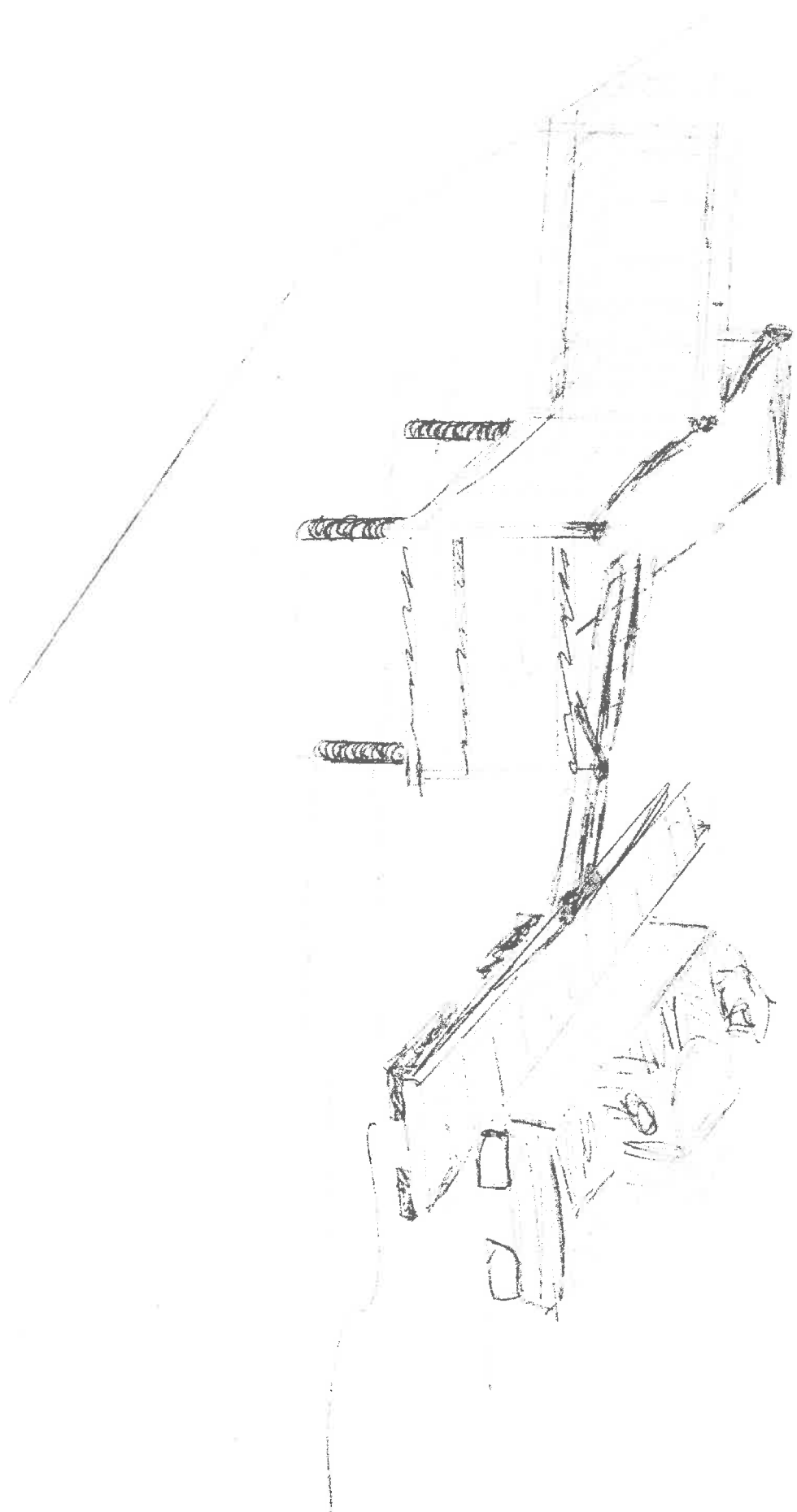
The foregoing instrument was acknowledged before me this 29 day of June, 20 16

By John Ellwood who is personally known to me and/or  
produced \_\_\_\_\_ as identification.

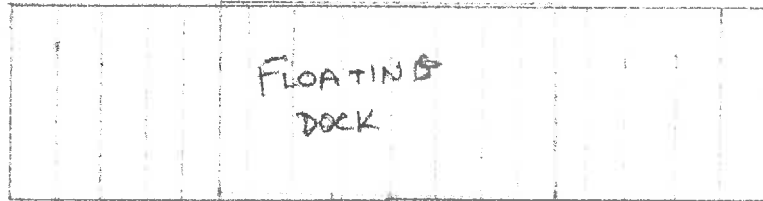
Notary Public Tammy Ledford

My Commission Expires: December 16, 2016

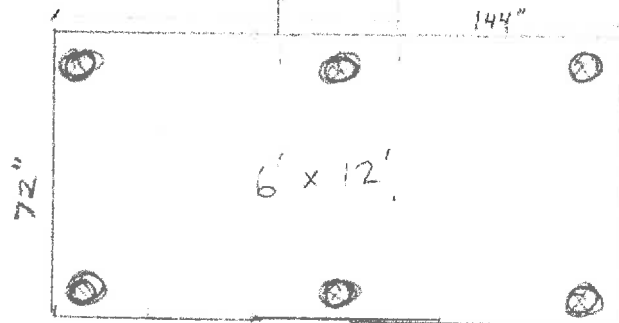




4' x 16'



30"

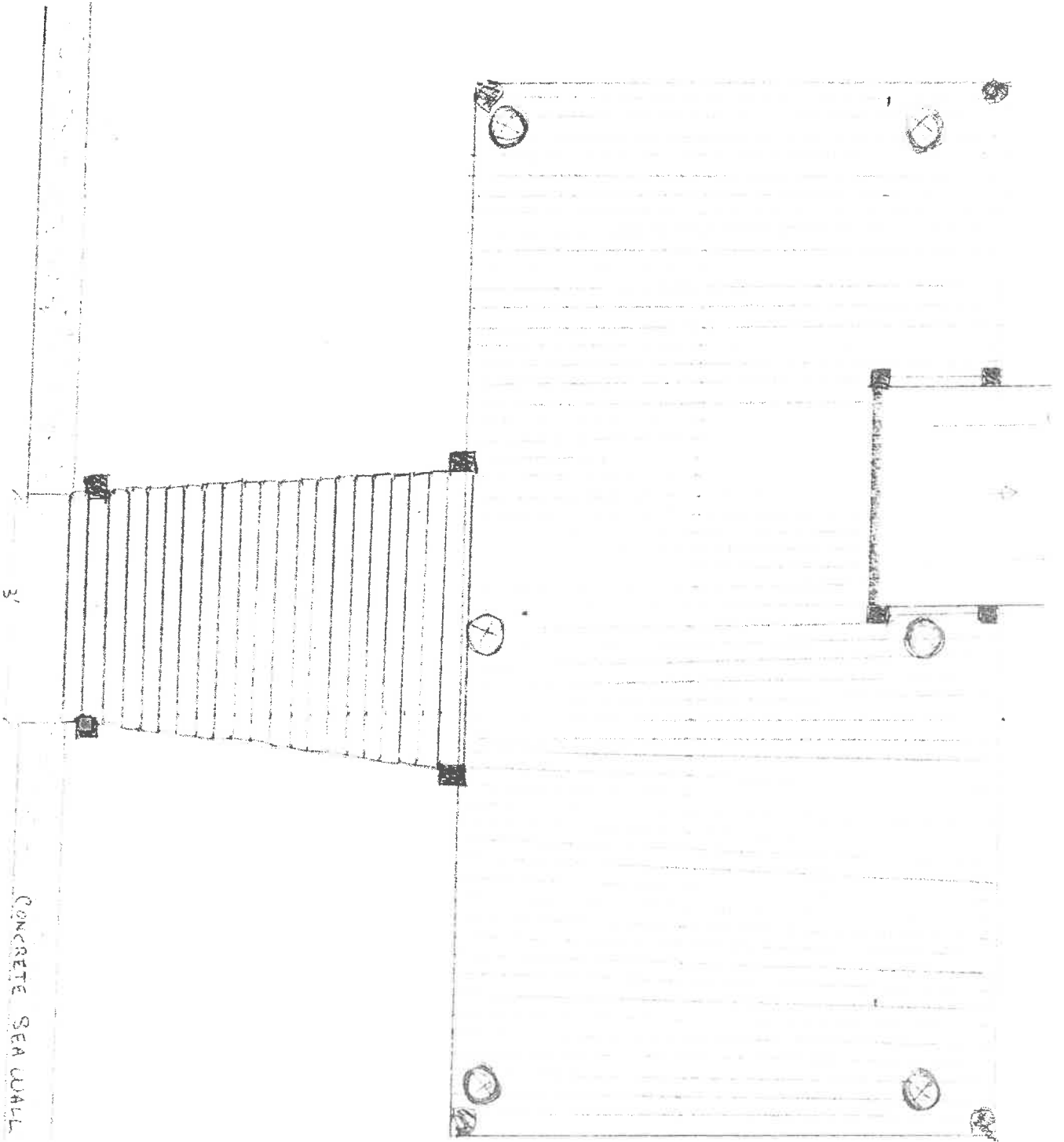


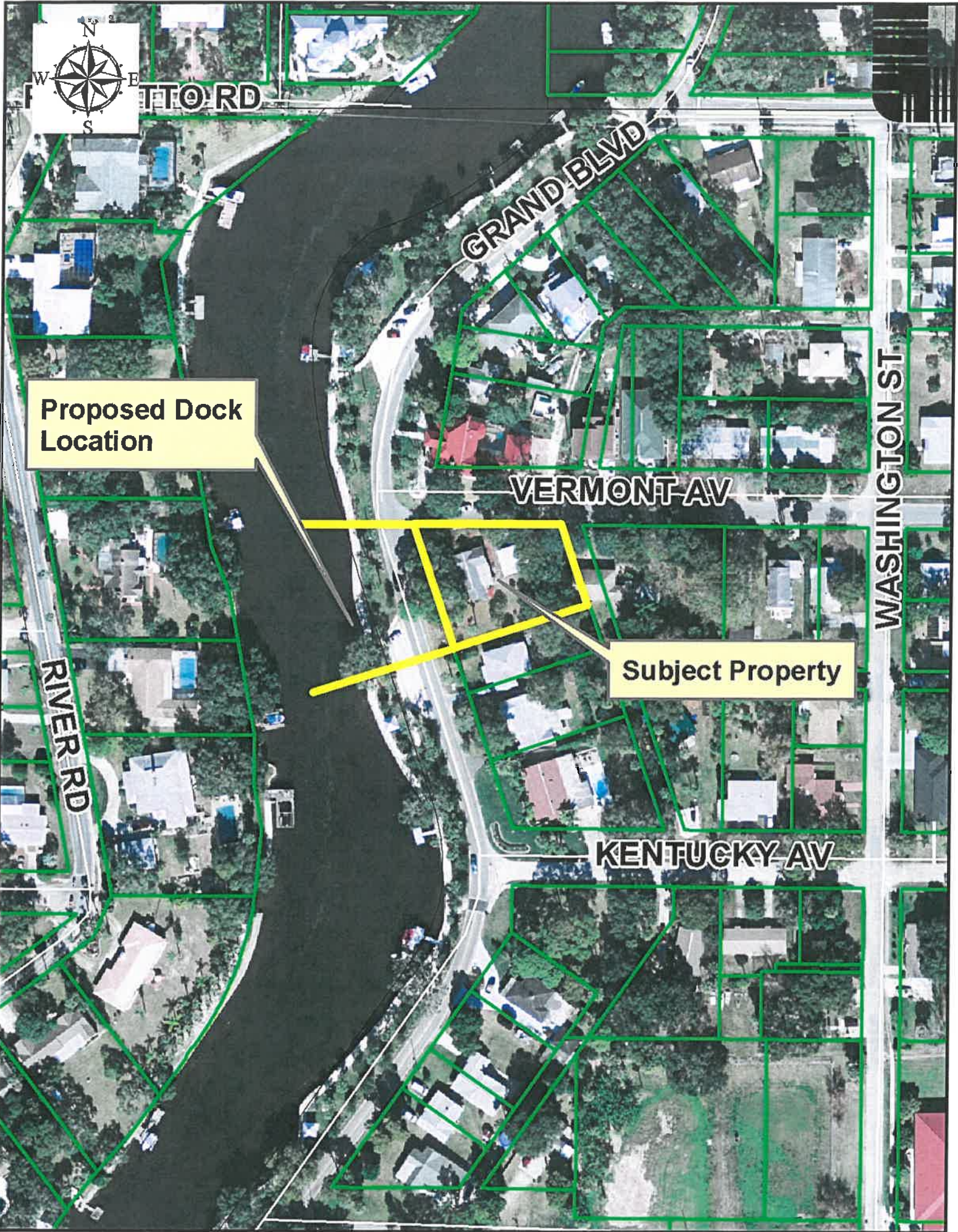
48"

36"

CONCRETE  
PILE

2' 1 1/2"





**Proposed Dock Location**

**Subject Property**

**TTO RD**

**GRAND BLVD**

**VERMONT AV**

**KENTUCKY AV**

**RIVER RD**

**WASHINGTON ST**

