

LAND USE AGREEMENT

THIS AGREEMENT is hereby entered into on this _____ day of _____, 2018, by and between the CITY OF NEW PORT RICHEY, FLORIDA (hereinafter "CITY") and PATRICK MOCCALDI (hereinafter "OWNER"),

WHEREAS, OWNER owns the property located at 7229 Grand Boulevard in the City of New Port Richey, Florida, having parcel ID#32-25-16-0000-08000-0010, and legally described in Exhibit "A" attached hereto (hereinafter "Property");

WHEREAS, OWNER wishes to use the Property for the placement of a boat dock for his own private use; and

WHEREAS, CITY regulations only allow boat docks in a residential district as an accessory use to residential dwelling;

WHEREAS, the Property is located on the Pithlachascotee River in the R-2 residential zoning district and is not suitable for development of any permitted use in the zoning district; and

WHEREAS, without the allowance of a boat dock on the river, the Property would have no available uses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. OWNER shall be allowed to use the Property for the construction, installation and use of a private residential boat dock, including a boat lift, to be used by OWNER, his guests and invitees in the manner allowed by CITY ordinances and regulations pertaining to the use of properties situated on the Pithlachascotee River adjacent to the Property in the same manner as the Property, notwithstanding the absence of an adjacent principal residential dwelling owned by OWNER.
2. OWNER shall obtain and pay for all permits and approvals necessary for the construction of said dock in accordance with all CITY, county, state and federal laws applicable thereto.
3. OWNER shall submit a site plan to CITY for review and approval showing the proposed use of the Property and dock, including vessels to be moored, which plan shall be subject to CITY's approval.
4. Nothing contained herein shall require CITY to approve any permit or site plan that does not fully comply with all codes and ordinances of CITY.
5. No commercial use of the Property, dock or any vessel moored at said dock shall be allowed at any time. The dock and all vessels moored at said dock shall be used in the same manner as other single family residential docks, only.
6. Nothing contained herein shall be construed to allow construction of any structure on the Property or any use thereof not expressly authorized by CITY.
7. No outside storage of any items, including vessels or watercraft of any kind, shall be allowed on the Property. All storage on the dock, other than small watercraft, shall be contained within a single deck box located on the dock.

8. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of Pasco County, Florida.

9. OWNER represents and warrants that OWNER owns the Property and has the full authority to execute this Agreement.

10. This Agreement represents the entire agreement between the parties, and all prior discussions, negotiations or other agreements between the parties are merged herein and shall have no force or effect. This Agreement may only be modified in writing signed by both parties. Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver of, or consent to, any subsequent breach on the part of either party hereto. If any portion or part of this Agreement is declared invalid by a court of competent jurisdiction, the remaining valid portions hereof shall remain in full force and effect, to the extent possible without altering the purpose hereof. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of drafting to any party.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action between the parties shall be in Pasco County, Florida for all state courts, and the Middle District Court for federal court.

12. In the event of any challenge to the approval provided by this Agreement by any affected person, CITY shall have no obligation of any kind to defend this Agreement in any legal proceeding or to defend OWNER'S intended use of the Property or the construction of the subject dock adjacent thereto.

IN WITNESS HEREOF the parties have executed this Agreement on the date first above written.

Signed, sealed and delivered in the presence of:

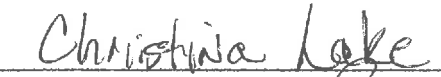
OWNER

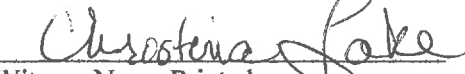
CITY OF NEW PORT RICHEY, FLORIDA

BY: 
Patrick Moccaldi

BY: _____
Debbie L. Manns, as City Manager

Witnesses:





Witness Name Printed

Witness Name Printed

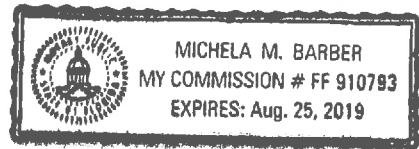
STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 30th day of April, 2018, by Patrick Moccaldi, () who is personally known to me or (X) who has produced Id-Dr-License as identification, and who did take an oath.

Michela M. Barber
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PASCO)



The foregoing document was acknowledged before me this _____ of _____, 2018, by Debbie L. Manns, who is personally known to me.

My Commission Expires:

NOTARY PUBLIC

Attest:

Approved as to form:

Judy Meyers, as City Clerk

Timothy P. Driscoll, as City Attorney

EXHIBIT "A"

Commence at the Southwest corner of Lot 1, Block 2, Garden Grove Subdivision, City of New Port Richey, Florida, thence run West to the West line of the right-of-way of State Road Number 15 to a Point of Beginning; thence Southeast following the right-of-way line of State Road Number 15, 19.4 feet, thence West 70 feet, more or less, to the Pithlachascotee River, thence following the Pithlachascotee River Northwest 200 feet, more or less, to the center of a drainage Ditch now constructed, thence following the center line of said drainage Ditch East 74 feet, more or less, to the Western line of the right-of-way of State Road Number 15, thence following the right-of-way of State Road Number 15, 165 feet, more or less, to the Point of Beginning, LESS AND EXCEPT the North 80 feet thereof, the described premises being with the City limits of New Port Richey, Pasco County, Florida, and being a portion of Section 32, Township 25 South, Range 16 East. Subject to an easement of record on South 19.4 feet of the described property, Deed Book 107, Page 471, of the Public Records of Pasco County, Florida.
