

Amendment No. 01 (for drafter's use only)

| | <u>Senate</u> | CHAMBER ACTION | <u>House</u> |
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ORIGINAL STAMP BELOW

11 The Committee on Local Government & Veterans Affairs offered
12 the following:

14 **Amendment**

15 Remove from the bill: Everything after the enacting clause
16
17 and insert in lieu thereof:

18 Section 1. The lessor, the Board of Internal
19 Improvement Trust Fund is hereby directed to lease the
20 following described property to the lessee, the City of
21 Daytona Beach, Florida:

23 A parcel of sovereign submerged land in Volusia
24 County, Florida, more particularly described
25 as:

27 A portion of submerged land in the Atlantic
28 Ocean adjacent to Block 2, Plan of Seabreeze
29 Subdivision as recorded in Deed Book "O" Page
30 301, Public Records of Volusia County, Florida,
31 and being more particularly described as

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1 follows. As a point of reference, commence at
 2 the northeast corner of Block 5, said plan of
 3 Seabreeze Subdivision, thence north 67 degrees
 4 53 minutes 33 seconds east along the southerly
 5 original right of way line of Main Street and
 6 along its extension thereof, 488.65 feet more
 7 or less, to the mean high water line of the
 8 Atlantic Ocean Beach and to the point of
 9 beginning. Thence continue north 67 degrees 53
 10 minutes 33 seconds east 1000.00 feet, thence
 11 south 22 degrees 06 minutes 27 seconds east
 12 242.30 feet, thence south 67 degrees 53 minutes
 13 33 seconds west, 979.07 feet, more or less to
 14 the aforementioned high water line, thence
 15 north 27 degrees 02 minutes 40 seconds west
 16 along the said mean high water line
 17 approximately 243.21 feet to the point of
 18 beginning.

19
 20 Section 2. The term of this lease runs for a
 21 period of 35 years commencing on the date the City of
 22 Daytona Beach acquires ownership of the pier and
 23 associated upland parcel. Such acquisition must occur
 24 no later than 10 years after the effective date of
 25 this bill. The lessee shall pay an initial annual
 26 lease fee of \$5,000 to the Board of Trustees of the
 27 Internal Improvement Trust Fund. The annual lease fee
 28 shall increase by \$5,000 at each successive 5-year
 29 interval during the lease term and shall be remitted
 30 to the Department of Environmental Protection as the
 31 agent for the lessor. The lease fee for any renewals

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1 of this lease, beyond the initial lease period, shall
2 be determined pursuant to the terms of Chapter 18-21,
3 F.A.C., in effect at the time of such renewal.

4 Section 3. The submerged lands described in
5 this act are leased for the purpose of furthering the
6 city's downtown redevelopment initiative, including
7 the city's acquisition of the historic pier situated
8 upon the leased lands and such uses may include
9 nonwater-dependent activities. If the city is unable
10 to acquire the historic pier or, once having purchased
11 the pier, relinquishes ownership, this lease is void.

12 Section 4. This lease is specifically
13 contingent upon the City of Daytona Beach acquiring
14 ownership of the pier, and this lease shall not become
15 effective unless and until such acquisition is
16 secured.

17 Section 5. The lessee shall make no claim of
18 title or interest to said lands hereinbefore described
19 by reason of the occupancy or use thereof, and all
20 title and interest to said land hereinbefore described
21 is vested in the lessor. The lessee may not make any
22 claim, including any advertisement, that said land may
23 be purchased, sold, or resold.

24 Section 6. During the term of this lease, the
25 lessee shall maintain a fee simple title interest in
26 the riparian upland property and, if such interest is
27 terminated, the lease may be terminated at the option
28 of the lessor. Prior to sale or other transfer of the
29 lessee's fee simple title interest in the upland
30 property, lessee shall inform any potential buyer or
31 transferee of the lessee's upland property interest of

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1 the existence of this lease and all its terms and
2 conditions and shall complete and execute any
3 documents required by the lessor to effect an
4 assignment of this lease, if authorized by further
5 legislative action. Failure to do so will not relieve
6 the lessee from responsibility for full compliance
7 with the terms and conditions of this lease which
8 include, but are not limited to, payment of all fees
9 and/or penalty assessments incurred prior to such act.

10 Section 7. The lessee shall investigate all
11 claims of every nature arising out of this lease at
12 its expense and shall indemnify, defend and save, and
13 hold harmless the State of Florida from all claims,
14 actions, lawsuits, and demands arising out of this
15 lease or the operation and activities associated with
16 this lease.

17 Section 8. The lessee shall assume all
18 responsibility for liabilities that accrue to the
19 subject property or to the improvements thereon,
20 including any and all drainage or special assessments
21 or taxes of every kind and description which are now
22 or may be hereafter lawfully assessed and levied
23 against the subject property during the effective
24 period of this lease.

25 Section 9. The lessee is prohibited from
26 mooring vessels or charging general admission fees for
27 public access to any pier built or operated on the
28 leased premises. The lessee shall not knowingly
29 permit or suffer any nuisances or illegal operations
30 of any kind on the leased premises. During the term
31 of this lease and any renewals, extensions,

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1 modifications or assignments thereof, lessee shall
2 prohibit the operation of entry onto the leased
3 premises of gambling cruise ships, or vessels that are
4 used principally for the purpose of gambling, when
5 these vessels are engaged in "cruises to nowhere." The
6 term "cruises to nowhere" means the activity of ships
7 that leave and return to the State of Florida without
8 an intervening stop within another state or foreign
9 country or waters within the jurisdiction of another
10 state or foreign country, and any watercraft used to
11 carry passengers to and from such gambling cruise
12 ships.

13 Section 10. The lessee shall maintain the
14 leased premises in good condition and keep the
15 structures and equipment located thereon in a good
16 state of repair in the interests of public health,
17 safety, and welfare. No structure shall be built or
18 operated in any manner that would cause harm to
19 wildlife. All garbage, debris, and sewage shall be
20 disposed of in an appropriate upland facility. The
21 leased premises shall be subject to inspection by the
22 Department of Environmental Protection at any
23 reasonable time.

24 Section 11. The lessee shall prohibit the
25 mooring of any "liveaboard" vessel within the leased
26 premises. The "liveaboard" is defined as a vessel
27 moored or docked at the facility and inhabited by a
28 person or persons for any five (5) consecutive days or
29 a total of ten (10) days within a thirty (30) day
30 period. In the event liveaboards are authorized by
31 further legislative action, in no event shall such

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1 "liveaboard" status exceed six (6) months within any
2 twelve (12) month period, nor shall any such vessel
3 constitute a legal or primary residence.

4 Section 12. The lessee, at its cost, shall
5 remove any structures and equipment from the leased
6 premises at the end of the lease term. Any costs
7 incurred by the Lessor in removal of any structures
8 and equipment constructed or maintained on the leased
9 premises shall be paid by lessee and any unpaid costs
10 and expenses shall constitute a lien upon the interest
11 of the lessee in its riparian upland property
12 enforceable in summary proceedings as provided by Law.
13 If the lessee does not remove said structures and
14 equipment occupying and erected upon the leased
15 premises after expiration or cancellation of this
16 lease, such structures and equipment will be deemed
17 forfeited to the Lessor, and the lessor may authorize
18 removal and may sell such forfeited structures and
19 equipment after ten (10) days written notice by
20 certified mail addressed to the lessee at such address
21 on record as provided to the lessor by the lessee.
22 However, such remedy shall be in addition to all other
23 remedies available to the lessor under applicable
24 laws, rules and regulations including the right to
25 compel removal of all structures and the right to
26 impose administrative fines.

27 Section 13. In the event that any part of any
28 structure authorized hereunder is determined by a
29 final adjudication issued by a court of competent
30 jurisdiction to encroach on or interfere within
31 adjacent riparian rights, lessee agrees to either

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1 obtain written consent for the offending structure
2 from the affected riparian owner or to remove the
3 interference or encroachment within sixty (60) days
4 from the date of the adjudication. Failure to comply
5 with this paragraph shall constitute a material breach
6 of this lease agreement and shall be grounds for
7 immediate termination of this lease agreement.

8 Section 14. Prior to commencement of
9 construction and/or activities authorized herein, the
10 lessee shall obtain all necessary federal, state, and
11 local permits.

12 Section 15. On or in conjunction with the use
13 of the leased premises, the lessee shall at all times
14 comply with all federal, state, and local laws and all
15 administrative rules promulgated thereunder which are
16 not inconsistent with this act.

17 Section 16. The lease shall not be amended,
18 modified, assigned or otherwise transferred without
19 further legislative action.

20 Section 17. The lease authorized by this act
21 represents the entire and only agreement between the
22 parties. If any provision of this act or its
23 application to any person or circumstance is held
24 invalid, the invalidity does not affect other
25 provisions or applications of the act that can be
26 given effect without the invalid provision or
27 application.

28 Section 18. This lease shall not take effect
29 until the lessee, the City of Daytona Beach, submits
30 acceptance of the terms of this lease in writing to
31 the Department of Environmental Protection, as staff

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1 to the Board of Trustees of the Internal Improvement
2 Trust Fund.

3 Section 19. This act shall take effect upon
4 becoming a law.

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