

By Representatives Wiles, Kosmas and Cusack

1 A bill to be entitled
2 An act relating to the City of Daytona Beach,
3 Volusia County; providing for the lease of
4 certain submerged lands to the city by the
5 state; providing for the duration of the lease;
6 specifying the amount of the lease; providing
7 for the purpose of the lease; providing that
8 the lease is contingent upon the city's
9 acquisition of the pier situated upon the
10 leased lands; providing additional terms of the
11 lease; prohibiting transfer of lease without
12 legislative action; providing for severability;
13 requiring written submission of acceptance of
14 terms to the Department of Environmental
15 Protection; providing an effective date.

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17 WHEREAS, the City of Daytona Beach has undertaken a
18 major downtown redevelopment effort designed to foster
19 economic enterprise, to enhance tourism, and to restore
20 certain historic city attributes, and

21 WHEREAS, the historic pier situated centrally within
22 the redevelopment area is a key feature of the redevelopment
23 endeavor and the lease of the submerged lands underlying the
24 pier to the City of Daytona Beach is an essential component
25 for this multifaceted project, and

26 WHEREAS, it is the intention of the City of Daytona
27 Beach to acquire ownership of the pier and establish it as the
28 center point of the redevelopment project, and

29 WHEREAS, the Legislature finds that it is in the public
30 interest to provide for a lease of the lands underlying the
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1 historic pier to the City of Daytona Beach for the purposes
2 stated in this act, NOW, THEREFORE,

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4 Be It Enacted by the Legislature of the State of Florida:

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6 Section 1. The lessor, the State of Florida, hereby
7 leases the following described property to the lessee, the
8 City of Daytona Beach, Florida:

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10 A parcel of sovereign submerged land in Volusia
11 County, Florida, more particularly described
12 as:

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14 A portion of submerged land in the Atlantic
15 Ocean adjacent to Block 2, Plan of Seabreeze
16 Subdivision as recorded in Deed Book "O" Page
17 301, Public Records of Volusia County, Florida,
18 and being more particularly described as
19 follows. As a point of reference, commence at
20 the northeast corner of Block 5, said plan of
21 Seabreeze Subdivision, thence north 89 degrees
22 49 minutes 35 seconds east along the southerly
23 original right of way line of Main Street and
24 along its extension thereof, 488.65 feet more
25 or less, to the mean high water line of the
26 Atlantic Ocean Beach and to the point of
27 beginning. Thence continue north 89 degrees 49
28 minutes 35 seconds east 1000.00 feet, thence
29 south 00 degrees 10 minutes 25 seconds east
30 242.30 feet, thence south 89 degrees 49 minutes
31 35 seconds west, 979.07 feet, more or less to

1 the aforementioned high water line, thence
2 north 05 degrees 07 minutes 29 seconds west
3 along the said mean high water line
4 approximately 243.21 feet to the point of
5 beginning.

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7 Section 2. The term of this lease commences on July 1,
8 2001, and terminates on June 30, 2036, unless extended by
9 further act of the Legislature. The lessee shall pay an
10 initial annual lease fee of \$5,000 to the Board of Trustees of
11 the Internal Improvement Trust Fund. The annual lease fee
12 shall increase by \$5,000 at each successive 5-year interval
13 during the lease term and shall be remitted to the Department
14 of Environmental Protection as the agent for the lessor. Such
15 sums shall be used by the Board of Trustees to monitor and
16 administer the provisions of this lease.

17 Section 3. The submerged lands described in this act
18 are leased for the purpose of furthering the city's downtown
19 redevelopment initiative, including the city's acquisition of
20 the historic pier situated upon the leased lands and such uses
21 may include nonwater-dependent activities. If the city is
22 unable to acquire the historic pier or, once having purchased
23 the pier, relinquishes ownership, this lease is void.

24 Section 4. This lease is specifically contingent upon
25 the City of Daytona Beach acquiring ownership of the pier, and
26 this lease shall not become effective unless and until such
27 acquisition is secured.

28 Section 5. The lessee shall make no claim of title or
29 interest to said lands hereinbefore described by reason of the
30 occupancy or use thereof, and all title and interest to said
31 land hereinbefore described is vested in the lessor. The

1 lessee may not make any claim, including any advertisement,
2 that said land may be purchased, sold, or resold.

3 Section 6. During the term of this lease, the lessee
4 shall maintain a leasehold or fee simple title interest in the
5 riparian upland property and, if such interest is terminated,
6 the lease may be terminated by the lessor at the option of the
7 lessor. Prior to sale or termination of the lessee's
8 leasehold interest in the upland property, the lessee shall
9 inform any potential buyer or transferee of the lessee's
10 upland property interest of the existence of this lease and
11 all its terms and conditions.

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

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

24 Section 9. The lessee shall not knowingly permit or
25 suffer any nuisances or illegal operations of any kind on the
26 leased premises. During the term of this lease, the lessee
27 shall prohibit the operation of entry onto the leased premises
28 of gambling cruise ships, or vessels that are used principally
29 for the purpose of gambling, when these vessels are engaged in
30 "cruises to nowhere." The term "cruises to nowhere" means the
31 activity of ships that leave and return to the State of

1 Florida without an intervening stop within another state or
2 foreign country or waters within the jurisdiction of another
3 state or foreign country, and any watercraft used to carry
4 passengers to and from such gambling cruise ships.

5 Section 10. The lessee shall maintain the leased
6 premises in good condition and keep the structures and
7 equipment located thereon in a good state of repair in the
8 interests of public health, safety, and welfare. No dock or
9 pier shall be constructed in any manner that would cause harm
10 to wildlife. All garbage, debris, and sewage shall be disposed
11 of in an appropriate upland facility. The leased premises
12 shall be subject to inspection by the Department of
13 Environmental Protection at any reasonable time.

14 Section 11. The lessee, at its cost, shall remove any
15 structures and equipment from the subject property at the end
16 of the lease term. Any costs incurred by the lessor in
17 removal of any structures and equipment constructed or
18 maintained on the subject property shall be paid by the lessee
19 and any unpaid costs and expenses shall constitute a lien upon
20 the interest of the lessee in its riparian upland property
21 enforceable in summary proceedings as provided by law.

22 Section 12. Prior to commencement of construction or
23 activities authorized herein, the lessee shall obtain the
24 United States Army Corps of Engineers (ACOE) permit if it is
25 required by the ACOE.

26 Section 13. This lease may not be assigned or
27 otherwise transferred without further legislative action.

28 Section 14. The lessee shall at all times comply with
29 all laws of this state and all administrative rules adopted
30 under state law which are not inconsistent with this act.

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1 Section 15. If any provision of this act or its
2 application to any person or circumstance is held invalid, the
3 invalidity does not affect other provisions or applications of
4 the act which can be given effect without the invalid
5 provision or application, and to this end the provisions of
6 this act are severable.

7 Section 16. In order for this lease to take effect,
8 the City of Daytona Beach, the lessee, shall submit, in
9 writing, an acceptance of the terms of this lease to the
10 Department of Environmental Protection.

11 Section 17. This act shall take effect upon becoming a
12 law.

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