

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.  
16

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  
31

1 historic pier to the City of Daytona Beach for the purposes  
2 stated in this act, NOW, THEREFORE,

3  
4 Be It Enacted by the Legislature of the State of Florida:

5  
6 Section 1. The lessor, the Board of Trustees of the  
7 Internal Improvement Trust Fund, is hereby directed to lease  
8 the following described property to the lessee, the City of  
9 Daytona Beach, Florida:

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

14  
15 A portion of submerged land in the Atlantic  
16 Ocean adjacent to Block 2, Plan of Seabreeze  
17 Subdivision as recorded in Deed Book "O" Page  
18 301, Public Records of Volusia County, Florida,  
19 and being more particularly described as  
20 follows. As a point of reference, commence at  
21 the northeast corner of Block 5, said plan of  
22 Seabreeze Subdivision, thence north 67 degrees  
23 53 minutes 33 seconds east along the southerly  
24 original right of way line of Main Street and  
25 along its extension thereof, 488.65 feet more  
26 or less, to the mean high water line of the  
27 Atlantic Ocean Beach and to the point of  
28 beginning. Thence continue north 67 degrees 53  
29 minutes 33 seconds east 1000.00 feet, thence  
30 south 22 degrees 06 minutes 27 seconds east  
31 242.30 feet, thence south 67 degrees 53 minutes

1           33 seconds west, 979.07 feet, more or less to  
2           the aforementioned high water line, thence  
3           north 27 degrees 02 minutes 40 seconds west  
4           along the said mean high water line  
5           approximately 243.21 feet to the point of  
6           beginning.

7  
8           Section 2. The term of this lease runs for a period of  
9           35 years commencing on the date the City of Daytona Beach  
10           acquires ownership of the pier and associated upland parcel.  
11           Such acquisition must occur no later than 5 years after the  
12           effective date of this act. The lessee shall pay an initial  
13           annual lease fee of \$5,000 to the Board of Trustees of the  
14           Internal Improvement Trust Fund. The annual lease fee shall  
15           increase by \$5,000 at each successive 5-year interval during  
16           the lease term and shall be remitted to the Department of  
17           Environmental Protection as the agent for the lessor. The  
18           lease fee for any renewals of this lease, beyond the initial  
19           lease period, shall be determined pursuant to the terms of  
20           Chapter 18-21, F.A.C., in effect at the time of such renewal.

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

28           Section 4. This lease is specifically contingent upon  
29           the City of Daytona Beach acquiring ownership of the pier, and  
30           this lease shall not take effect unless and until such  
31           acquisition is secured.

1           Section 5. The lessee shall make no claim of title or  
2 interest to the lands described in section 1 by reason of the  
3 occupancy or use thereof, and all title and interest to the  
4 lands described in section 1 is vested in the lessor. The  
5 lessee may not make any claim, including any advertisement,  
6 that said lands may be purchased, sold, or resold.

7           Section 6. During the term of this lease, the lessee  
8 shall maintain a fee simple title interest in the riparian  
9 upland property and, if such interest is terminated, the lease  
10 may be terminated at the option of the lessor. Prior to sale  
11 or other transfer of the lessee's fee simple title interest in  
12 the upland property, the lessee shall inform any potential  
13 buyer or transferee of the lessee's upland property interest  
14 of the existence of this lease and all its terms and  
15 conditions and shall complete and execute any documents  
16 required by the lessor to effect an assignment of this lease,  
17 if authorized by further legislative action. Failure to do so  
18 shall not relieve the lessee from responsibility for full  
19 compliance with the terms and conditions of this lease which  
20 include, but are not limited to, payment of all fees or  
21 penalty assessments incurred prior to the effective date of  
22 this act.

23           Section 7. The lessee shall investigate all claims of  
24 every nature arising out of this lease at its expense and  
25 shall indemnify, defend and save, and hold harmless the State  
26 of Florida from all claims, actions, lawsuits, and demands  
27 arising out of this lease or the operation and activities  
28 associated with this lease.

29           Section 8. The lessee shall assume all responsibility  
30 for liabilities that accrue to the subject property or to the  
31 improvements thereon, including any and all drainage or

1 special assessments or taxes of every kind and description  
2 which are now or may be hereafter lawfully assessed and levied  
3 against the subject property during the effective period of  
4 this lease. The lessee shall purchase and maintain an all-risk  
5 property insurance policy to cover repair or replacement  
6 costs, subject to a deductible, that may arise out of damage  
7 occurring to the pier due to perils insured under such policy.  
8 The lessee shall provide proof of this insurance in writing  
9 and shall submit proof of insurance to the Department of  
10 Environmental Protection along with each annual lease payment.

11 Section 9. The lessee is prohibited from mooring  
12 vessels or charging general admission fees for public access  
13 to any pier built or operated on the leased premises. The  
14 lessee shall not knowingly permit or suffer any nuisances or  
15 illegal operations of any kind on the leased premises. During  
16 the term of this lease and during any renewals, extensions,  
17 modifications, or assignments thereof, the lessee shall  
18 prohibit the operation or entry onto the leased premises of  
19 gambling cruise ships, or vessels that are used principally  
20 for the purpose of gambling, when these vessels are engaged in  
21 "cruises to nowhere." The term "cruises to nowhere" means the  
22 activity of ships that leave and return to the State of  
23 Florida without an intervening stop within another state or  
24 foreign country or waters within the jurisdiction of another  
25 state or foreign country, and any watercraft used to carry  
26 passengers to and from such gambling cruise ships.

27 Section 10. The lessee shall maintain the leased  
28 premises in good condition and keep the structures and  
29 equipment located thereon in a good state of repair in the  
30 interests of public health, safety, and welfare. No structure  
31 shall be built or operated in any manner that would cause harm

1 to wildlife. All garbage, debris, and sewage shall be disposed  
2 of in an appropriate upland facility. The leased premises  
3 shall be subject to inspection by the Department of  
4 Environmental Protection at any reasonable time.

5 Section 11. The lessee shall prohibit the mooring of  
6 any "liveaboard" vessel within the leased premises.

7 "Liveaboard" is defined as a vessel moored or docked at the  
8 facility and inhabited by a person or persons for any 5  
9 consecutive days or a total of 10 days within a 30-day period.  
10 In the event liveaboards are authorized by further legislative  
11 action, in no event shall such liveaboard status exceed 6  
12 months within any 12-month period, nor shall any such vessel  
13 constitute a legal or primary residence.

14 Section 12. The lessee, at its cost, shall remove any  
15 structures and equipment from the leased premises 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 leased premises 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. If the  
22 lessee does not remove said structures and equipment occupying  
23 and erected upon the leased premises after expiration or  
24 cancellation of this lease, such structures and equipment  
25 shall be deemed forfeited to the lessor, and the lessor may  
26 authorize removal and may sell such forfeited structures and  
27 equipment after 10 days' written notice by certified mail  
28 addressed to the lessee at the address on record as provided  
29 to the lessor by the lessee. However, such remedy shall be in  
30 addition to all other remedies available to the lessor under  
31 applicable laws, rules, and regulations, including the right

1 to compel removal of all structures and the right to impose  
2 administrative fines.

3       Section 13. In the event that any part of any  
4 structure authorized under this act is determined by a final  
5 adjudication issued by a court of competent jurisdiction to  
6 encroach on or interfere with adjacent riparian rights, the  
7 lessee agrees to either obtain written consent for the  
8 offending structure from the affected riparian owner or to  
9 remove the interference or encroachment within 60 days from  
10 the date of the adjudication. Failure to comply with this  
11 section shall constitute a material breach of this lease  
12 agreement and shall be grounds for immediate termination of  
13 this lease agreement.

14       Section 14. Prior to commencement of construction or  
15 the activities authorized in this act, the lessee shall obtain  
16 all necessary federal, state, and local permits. Nothing in  
17 this act shall serve as regulatory authorization for the  
18 proposed project or shall be construed as authorization to  
19 issue permits for the proposed project if the proposed project  
20 does not meet federal, state, or local permitting standards.

21       Section 15. On or in conjunction with the use of the  
22 leased premises, the lessee shall at all times comply with all  
23 federal, state, and local laws and all administrative rules  
24 promulgated thereunder which are not inconsistent with this  
25 act.

26       Section 16. The lease shall not be amended, modified,  
27 assigned, or otherwise transferred without further legislative  
28 action.

29       Section 17. The lease authorized by this act  
30 represents the entire and only agreement between the parties.  
31 If any provision of this act or its application to any person

1 or circumstance is held invalid, the invalidity shall not  
2 affect other provisions or applications of the act that can be  
3 given effect without the invalid provision or application.

4 Section 18. This lease shall not take effect until the  
5 lessee, the City of Daytona Beach, submits acceptance of the  
6 terms of this lease in writing to the Department of  
7 Environmental Protection, as staff to the Board of Trustees of  
8 the Internal Improvement Trust Fund.

9 Section 19. This act shall take effect upon becoming a  
10 law.