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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 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:

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

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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.

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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.

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