

RESOLUTION 17-67

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL WITH BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, RELATING TO THE PROPERTY ON WHICH THE RUSSELL-FIELDS PIER IS LOCATED, FOR AN ANNUAL LEASE FEE OF \$5,634.01 PLUS 6% OF ANNUAL GROSS INCOME; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Sovereignty Submerged Lands Lease Renewal between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Russell-Fields Pier is located, for an annual lease fee of Five Thousand Six Hundred Thirty Four Dollars and One Cent (5,634.01) plus 6% of annual gross income, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of March, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

03/09/2017

3. REQUESTED MOTION/ACTION:

Approve Resolution the Sovereignty Submerged Lands Lease Renewal with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the property on which the Russell-Fields Pier is located.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

<input type="checkbox"/>
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<input type="checkbox"/>

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The lease is for the property used by the City Municipal Fishing Pier, Russell-Fields Pier. The previous lease was effective March 1, 2012 through March 1, 2017. The lease before the commission will be effective March 1, 2017 through March 1, 2022. The annual lease fee is \$5,634.01 plus 6% of annual gross annual income. Staff recommends approval.

This Instrument Prepared By:
Tiana D. Brown
Action No. 31766
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 030038331

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Panama City Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 03 South, Range 16 East, in Gulf of Mexico, Bay County, Florida, containing 32,334 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 24, 2010.

TO HAVE THE USE OF the hereinabove described premises from March 1, 2017, the effective date of this lease renewal, through March 1, 2022, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial fishing pier to be used exclusively for fishing and passive recreation in conjunction with an upland bait and tackle shop, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0273104-001-JC, dated February 7, 2008, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$ 5,634.01, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18 -21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Panama City Beach, Florida
110 South Arnold Road
Panama City Beach, Florida 32413

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITIONS:

A. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

B. The Lessee shall comply with all terms and conditions of the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0273104-001-JC dated, February 7, 2008.

WITNESSES:

City of Panama City Beach, Florida (SEAL)

Original Signature

BY: _____

Original Signature of Executing Authority

Typed/Printed Name of Witness

Mario Gisbert

Typed/Printed Name of Executing Authority

Original Signature

City Manager

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mario Gisbert as City Manager, for and on behalf of City of Panama City Beach, Florida. He is personally known to me or who has produced _____, as identification.

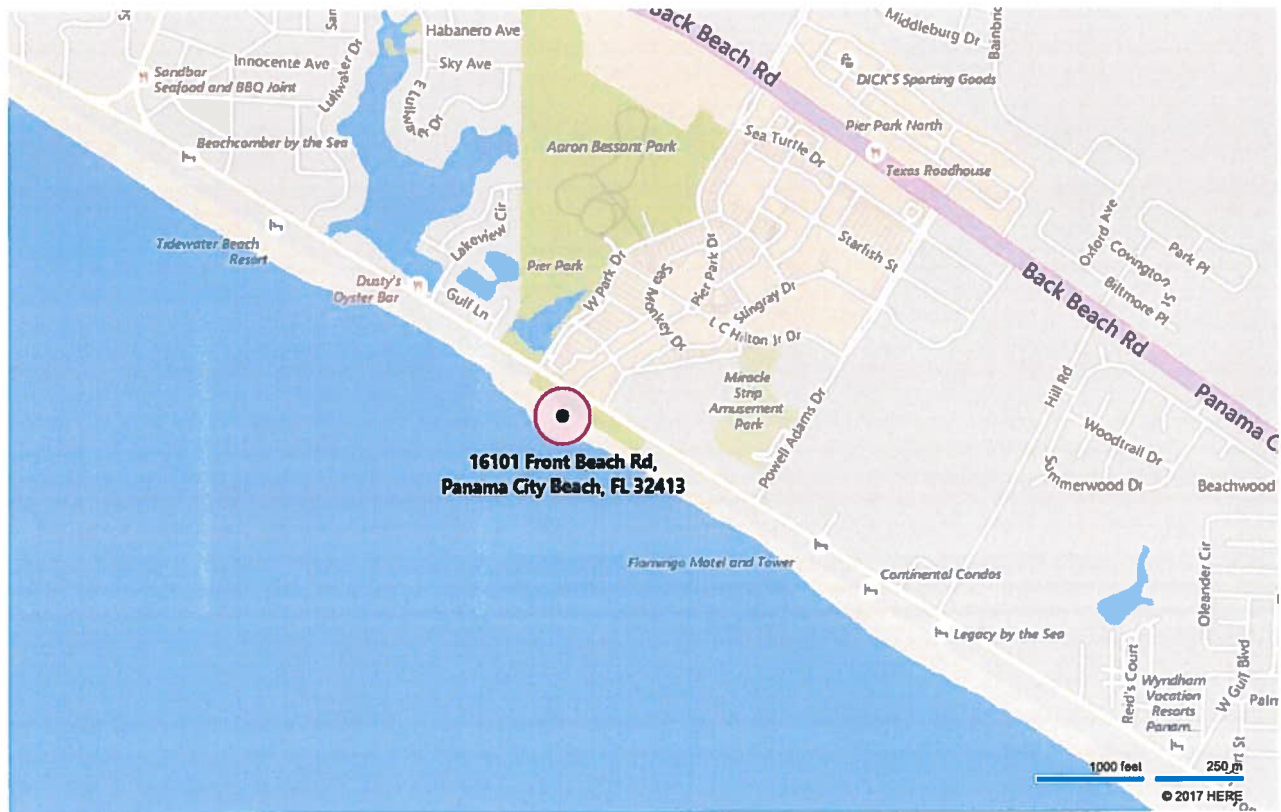
My Commission Expires:

Signature of Notary Public

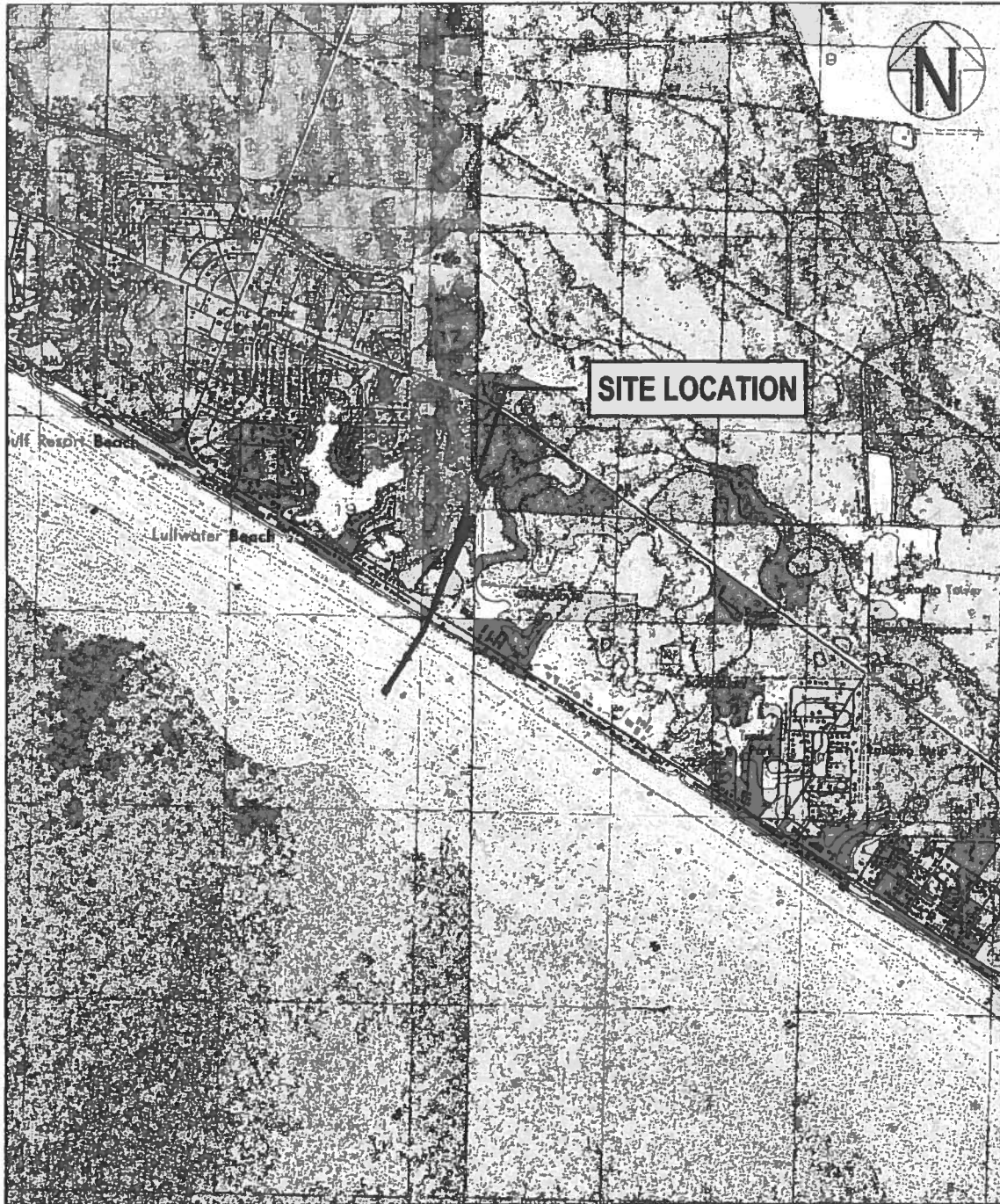
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



16101 Front Beach Rd, Panama City Beach, FL 32413



VICINITY MAP
NOT TO SCALE

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**BASKERVILLE-
DONOVAN, INC.**

INNOVATIVE INFRASTRUCTURE SOLUTIONS
325 JOHN KNOX ROAD, BLDG 200
TALLAHASSEE, FLORIDA 32303 (850)856-1212
ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE

Project No.: 23230.03

Scale: NTS

Date: 6/23/10

By: DAV

Sheet

1 OF 4

SUBMERGED LAND LEASE DESCRIPTION: (WRITTEN BY BASKERVILLE-DONOVAN, INC.)

A PARCEL OF SUBMERGED LAND LYING IN THE GULF OF MEXICO IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 20, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1573.30 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 30; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 30, SOUTH 60 DEGREES 32 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 487.75 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 302.03 FEET TO THE POINT OF BEGINNING (LATITUDE: 30°12'54", LONGITUDE: 85°52'39" (SCALED FROM USGS QUAD MAP, NAD 1983)); THENCE CONTINUE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 547.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 36.50 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 21.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 593.34 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 63.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 593.34 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 36.50 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 21.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 547.63 FEET TO THE BAY COUNTY EROSION CONTROL LINE; THENCE ALONG SAID BAY COUNTY EROSION CONTROL LINE, NORTH 59 DEGREES 31 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 18.44 FEET; THENCE CONTINUE ALONG SAID BAY COUNTY EROSION CONTROL LINE, NORTH 49 DEGREES 26 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 2.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.74 ACRES, 32,334 SQUARE FEET, MORE OR LESS.

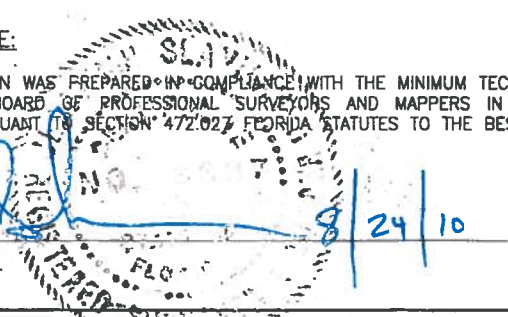
GENERAL NOTES:

1. BASIS OF BEARINGS ARE ASSUMED.
2. BASKERVILLE-DONOVAN, INC. CERTIFICATE OF AUTHORIZATION NUMBER TO PROVIDE SURVEYING SERVICES IS LB 0340.
3. THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA REGISTERED SURVEYOR & MAPPER.
4. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON.
5. THIS IS A SPECIFIC PURPOSE SURVEY. THIS IS NOT A BOUNDARY SURVEY.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. THE LEGAL DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.
9. THE GEOMETRY OF THE PARCELS OF LAND BEING DESCRIBED HEREON IS BASED SOLELY UPON THE FOLLOWING DOCUMENTS:
 - A. OFFICIAL RECORD BOOK 2161, PAGE 932 (DESCRIBING THE LOCATION OF EXISTING PIER).
 - B. CONSTRUCTION PLANS AS PROVIDED BY LPA, DATED MAY 2006, JOB NO. 108603.000.
10. THE LOCATION OF THE NORTHWEST CORNER OF SECTION 20 AND THE SOUTHERLY RIGHT-OF-WAY OF STATE RD. NO. 30 IS BASED SOLELY UPON ORB 2161, PAGE 932 AND IS SUBJECT TO A FULL AND COMPLETE BOUNDARY SURVEY.
11. THE INTENT OF THIS SPECIFIC PURPOSE SURVEY IS TO DESCRIBE THE APPROXIMATE DIMENSIONS OF A RECENTLY CONSTRUCTED PIER TO ASSIST WITH THE SUBMERGED LAND LEASE APPLICATION. ADDITIONALLY, THIS SURVEY WAS RECENTLY UPDATED TO REFLECT THE COMMENTS BY FDEP (SURVEY REVIEW CHECKLIST, FILE NO. 03-0273104-003DF, DATED 7-23-10)

SURVEYOR'S CERTIFICATE:

THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JEREMIAH SLAMMAKER, P.S.M.
LICENSE NO. 6387



BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 325 JOHN KNOX ROAD, BLDG 200
 TALLAHASSEE, FLORIDA 32303 (850)856-1212
 ENGINEERING BUSINESS: EB-0000340

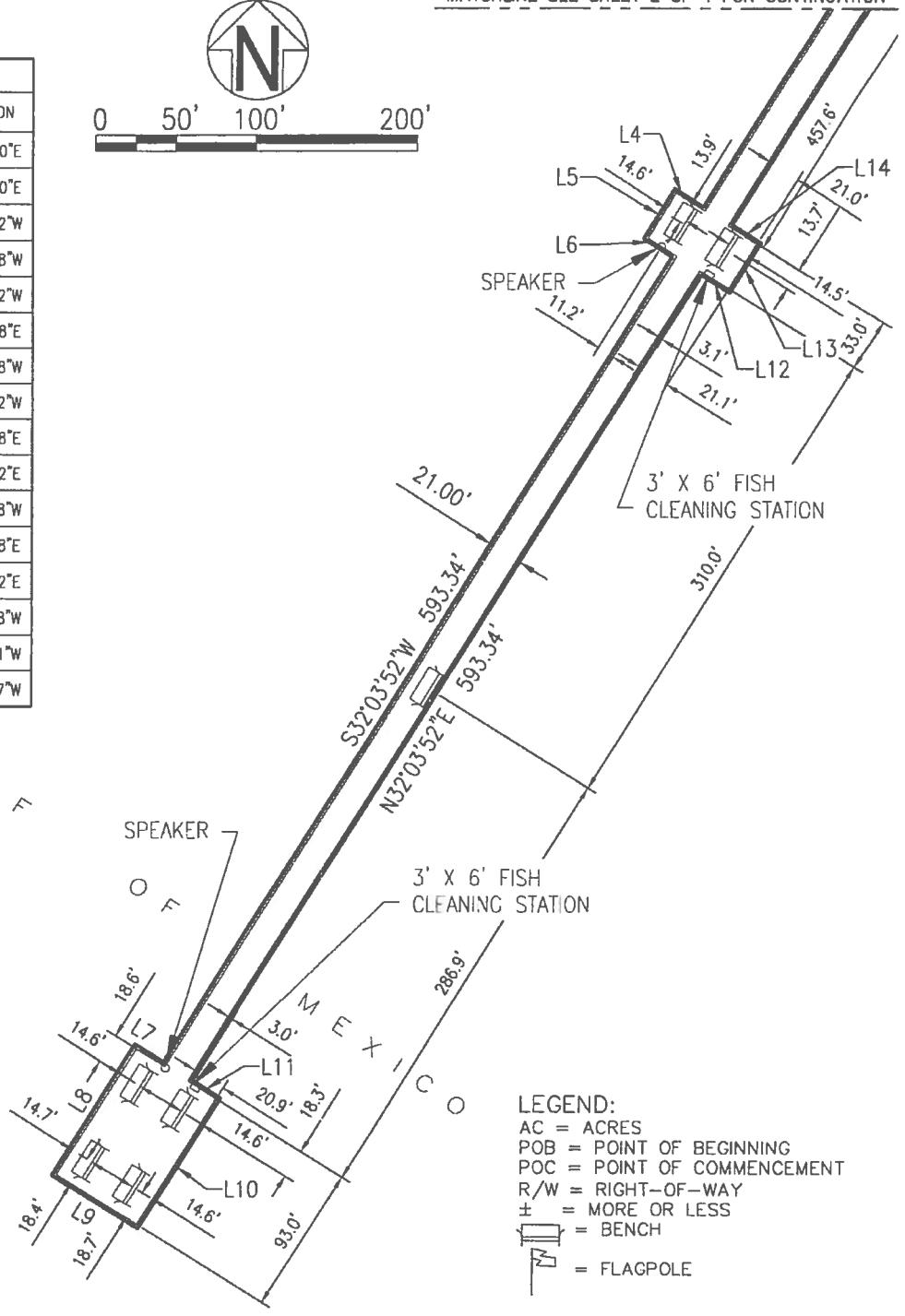
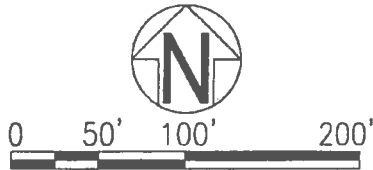
Project: DAN RUSSELL PIER SUBMERGED LAND LEASE	
Project No.: 23230.03	Date: 6/23/10
Scale: N/A	By: DAV

Sheet
4 OF 4

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MATCHLINE SEE SHEET 2 OF 4 FOR CONTINUATION

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	1575.30	S00°00'00"E
L2	487.75	S60°32'00"E
L3	302.03	S32°03'52"W
L4	21.00	N57°56'08"W
L5	36.50	S32°03'52"W
L6	21.00	S57°56'08"E
L7	21.00	N57°56'08"W
L8	96.50	S32°03'52"W
L9	63.00	S57°56'08"E
L10	96.50	N32°03'52"E
L11	21.00	N57°56'08"W
L12	21.00	S57°56'08"E
L13	36.50	N32°03'52"E
L14	21.00	N57°56'08"W
L15	18.44	N59°31'41"W
L16	2.59	N49°26'07"W



LEGEND:
 AC = ACRES
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY
 ± = MORE OR LESS
 = BENCH
 = FLAGPOLE

NOTE: SEE SHEET 4 OF 4 FOR SIGNATURE, SEAL & GENERAL NOTES

C:\Survey\232\23230.03 MB Miller Pier Construction\DWG\2323003-SLL02.dwg, Aug 24, 2010 - 7:01:01PM, ovalentine

BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 325 JOHN KNOX ROAD, BLDG 200
 TALLAHASSEE, FLORIDA 32303 (850)866-1212
 ENGINEERING BUSINESS: EB-0000340

Project: DAN RUSSELL PIER SUBMERGED LAND LEASE	
Project No.: 23230.03	Date: 6/23/10
Scale: 1" = 100'	By: DAV

Sheet
3 OF 4

FILE# 2001-047837
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 2063 PAGE: 546

Prepared under the supervision of
Bob Deal
Third District Legal Counsel
Florida Department of Transportation
P.O. Box 607
Chipley, Florida 32428

COUNTY: Bay
SECTION: 46010-2514 (Old Proj. 688)
STATE ROAD: 30
PARCEL NO.: Wayside Park

COMMUNITY DEVELOPMENT QUITCLAIM DEED

THIS INDENTURE, made this 16th day of July, 2001 by and between the
STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, whose address is Highway 90 East, Chipley, Florida 32428 ("DOT"), and
the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation of Florida, whose
address is 110 South Arnold Road, Panama City Beach, Florida 32413-2199 ("City"),

WITNESSETH

WHEREAS, by Public Purpose Quitclaim Deed dated July 12, 1999, and recorded in Bay
County Official Records Book 1888, Pages 2134 - 2136, DOT quitclaimed certain lands to the City
pursuant to Section 337.25(3), Florida Statutes (the "Subject Lands"); and

WHEREAS, the July 12, 1999, Quitclaim Deed contained a recital that the Department of
Transportation had approved the conveyance to the City of Panama City Beach, Florida, without
consideration, to be used solely for public purposes; and

WHEREAS, by Resolution 00-20, adopted October 26, 2000, Resolution 00-23, adopted
November 30, 2000, and Resolution 01-09, adopted February 22, 2001, the City created the Panama
City Beach Redevelopment Agency, designated a Redevelopment Area located within the
boundaries of the City, and approved a Community Redevelopment Plan for the Redevelopment

COUNTY: Bay
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Area, all pursuant to Chapter 163, Florida Statutes, especially Sections 163.356 and 163.360, Florida Statutes; and

WHEREAS, the Redevelopment Area includes, but is not limited to, all of the Subject Lands; and

WHEREAS, the Redevelopment Area contains both publicly owned park lands and privately owned lands, and the Community Redevelopment Plan contemplates reconfiguring the public and private ownership to increase public recreation and conservation lands and facilitate commercial development which will support maintenance of the public recreational areas, all of which the City has determined serves a public purpose; and

WHEREAS, pursuant to and in order to implement the Community Redevelopment Plan, the City will be required to convey the Subject Lands to a private party as part of the land reconfiguration; and

WHEREAS, Section 163.400, Florida Statutes, authorizes the DOT to convey any interest in any property, without consideration, to the City for the purpose of carrying out community redevelopment and related activities, without necessity of appraisal, public notice, advertisement, or public bidding; and

WHEREAS, the City has requested the DOT to reconvey the Subject Lands to the City by this instrument in order to remove any impression or cloud upon the Subject Lands that the private ownership and use thereof as contemplated by the Community Redevelopment Plan might not be

COUNTY: Bay
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for a public purpose as recited in the July 12, 1999 Quitclaim Deed.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that the DOT, pursuant to Section 163.400, does hereby remise, release and quitclaim unto the City, and assigns, forever, all the right, title and interest of the State of Florida, and/or the State of Florida Department of Transportation to the Subject Property, more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the City forever.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the said City hereby assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these present to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Three and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence

Bob Peal
 Print Name: Bob Peal

Kathy Stallings
 Print Name: Kathy Stallings

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *H. E. Prescott*
 H. E. Prescott
 District Secretary, District Three

Attest: *Amy Lee Paulk*
 Amy Lee Paulk
 Executive Secretary

COUNTY: Bay
SECTION: 46010-2514 (Old Proj. 688)
STATE ROAD: 30
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STATE OF FLORIDA
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, **H.E. PRESCOTT**, District Secretary, District Three and **AMY LEE PAULK**, Executive Secretary of the State of Florida Department of Transportation, respectively, personally known to me and who did not take an oath and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 16th day of July, 2001.

(NOTARIAL SEAL)



Tina R. Register
MY COMMISSION # CC839665 EXPIRES
May 25, 2003
BONDED THRU TROY PAIR INSURANCE, INC

Tina R. Register
Notary Public in and for the County
And State last aforesaid.
My Commission Expires May 25, 2003
Commission No., if any CC839665

DESCRIPTION OF PROPERTY TO BE QUITCLAIMED
BY THE FLORIDA DEPARTMENT OF TRANSPORTATION
TO THE CITY OF PANAMA CITY BEACH (Parcel 3,
Section 46010(688))

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"Commence on the West line of Section 20, Township 3 South, Range 16 West at a point 1594.4 feet South of the Northwest corner thereof, and on the South right of way line of existing State Road 30 (U.S. 98) and run thence South 58°38' East 367.4 feet along said South right of way line of State Road 30 to POINT OF BEGINNING; continue thence South 58°38' East 450 feet along said South right of way line of State Road 30; thence South 31°22' West 200 feet, more or less, to the mean low tide mark of the Gulf of Mexico, run thence Westerly along the shore line of said Gulf of Mexico 450 feet, more or less, to a point; thence North 31°22' East 200 feet, more or less, to the POINT OF BEGINNING; the land herein described containing 2.06 acres, more or less.

ALSO:

Commence on the West line of Section 20, Township 3 South, Range 16 West at a point 1477.0 feet South of the Northwest corner of said Section 20 and on the North right of way line of State Road 30 (U.S. 98) and run thence South 58°38' East 428.6 feet along said right of way line of State Road 30 to the POINT OF BEGINNING; run thence North 31°22' East 308 feet to a point; thence South 58°38' East 450 feet; thence South 31°22' West 308 feet to a point on said North right of way line of State Road 30; thence North 58°38' West along said North right of way line of State Road 30, 450 feet to POINT OF BEGINNING; the land herein described containing 3.18 acres, more or less."

"SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE."

RCD 08M 30 2001 08:37am
HAROLD BAZZEL, CLERK