CITY OF TITUSVILLE

CITY COUNCIL

AGENDA

Special Meeting

November 24, 2026 - 5:30 PM

Council Chamber at City Hall

555 South Washington Avenue, Titusville, FL 32796

1. **CALL TO ORDER**
2. **INVOCATION**
   A. **A moment of silence will be held.**
3. **PLEDGE OF ALLEGIANCE**
4. **BUSINESS WHICH IS THE SUBJECT OF THE SPECIAL OR CALLED MEETING**
   A. **City Marina and Marina Park - Expanded Uses**
   Provide direction on expanded uses of Marina Park and the City Marina.
5. **PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT**
   A. **Petitions and Requests from the Public Present**
   As this is a special meeting, the comments must relate directly to the agenda.

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Applicants for land use and zoning related items are advised that the resumes of staff

members who prepare applicable staff reports are on file in the City Clerk's Office.

The City desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

City of Titusville

"Gateway to Nature and Space"

REPORT

To: Members of the City Council

From: Thomas Abbate, City Manager

Subject: **City Marina and Marina Park - Expanded Uses**

Department/Office: Assistant City Manager

Recommended Action:
Provide direction on expanded uses of Marina Park and the City Marina.

Summary Explanation & Background:
As a summary and reminder, on May 30, 2026, at the City Council Strategic Planning Retreat, Council requested the City Attorney's Office research and provide information regarding Procedures for Amending Sovereignty Submerged Lands Leases; Expanding Uses at Titusville Municipal Marina, and Surrounding Parks. On June 30, 2026, the City Attorney's Office provided Council an initial memorandum in response to that request.

On July 14, 2026, the City Council reviewed the City Attorney's Office legal memorandum that was provided to the City Council on June 30, 2026. At that time, the City Council requested a special meeting to review the expansion of uses at Marina Park and the City Marina.

An additional memorandum was emailed to the Mayor and Council, City Manager, Assistant City Manager, and to the City Clerk on August 31, 2026.

It is recommended that City Council provide direction on expanded uses of Marina Park and the City Marina.

Alternatives:
N/A

Item Budgeted:
N/A

Source/Use of Funds/Budget Book Page:
N/A

Strategic Plan:
Goal 1: Quality of Life

Strategic Plan Impact:

ATTACHMENTS:
1. Memo Re. Expanded Activities at Titusville Municipal Marina
2. 1963 Dedication
3. County Lease - Marina
4. Memo Re. Next Steps for Marina Park and Titusville Municipal Marina Development

CITY OF TITUSVILLE

"Gateway to Nature and Space"

Office of the City Attorney

555 S. Washington Avenue • P.O. Box 2806
Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
www.titusville.com

MEMORANDUM

To: **Honorable Mayor and City Council; City Manager; Assistant City Manager; City Clerk**

From: **Office of the City Attorney**

Subject: **Procedures for Amending Sovereignty Submerged Lands Leases; Expanding Uses at Titusville Municipal Marina and Surrounding Parks**

Date: **June 30, 2026**

BACKGROUND

In 1963, the Trustees of the Internal Improvement Fund of the State of Florida ("Trustees") dedicated approximately 22.2 acres of submerged lands to the City that now house Marina Park. This Dedication stated that such land shall "be used for public purposes only, including public recreational purposes," and that the City "is not permitted to grant private concessions and leases for facilities built or to be built on said land." Thereafter, in 1984, the Trustees transferred title to approximately 16.47 acres of land that are now occupied by Sand Point Park. This transfer contained no public purpose restriction. Finally, in 2009, the Trustees leased to the City, through July 3, 2034, approximately 347,449 square feet of sovereignty submerged lands for the Titusville Municipal Marina, "exclusively to be used for mooring of commercial and recreational vessels." A map depicting the property included in the lease and transfers is attached herein as Exhibit "A".

Members of the City Council have expressed a desire to permit expanded activity and uses in and around the Titusville Municipal Marina. The Dedication and Lease described above, as well as an interlocal agreement described below, impose restrictions on activity and uses in and around the Marina at this time.

UPLAND PARCELS

While the Sand Point Park and Marina Park upland parcels are owned by the City, the park lands are currently under the exclusive "use, jurisdiction, and control"

of Brevard County pursuant to a 1992 Interlocal Agreement. In order for the City to permit expanded activity and uses on these parcels, the Agreement would need to be amended to remove the properties from County control. The City is permitted to "withdraw certain parks from [the] Agreement upon ninety (90) days prior written notice to the County, which notice must be received by the County on or before July 1 of any given year." Alternatively, the City may rescind, by ordinance, "its consent to the inclusion of the incorporated areas of the City within the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit."

The Marina Park uplands are additionally subject to the restrictions contained in the 1963 Dedication. In order to revise the 1963 Dedication and remove the restrictions contained therein, approval by the Trustees is required. Once a formal request detailing the modification of the Dedication is submitted to the Division of State Lands,* the Division will conduct a review of the request, which may include conducting appraisals. Once the review is completed the request will be placed on the agenda of the next meeting of the Trustees. Modification of the Dedication may require payment of compensation to the Trustees.

SUBMERGED PARCELS

Generally, "all activities on sovereignty submerged lands must be not contrary to the public interest," and such activities are limited to "water dependent activities and minimal secondary non-water dependent uses," or certain "open-air dining" activities. The Trustees may grant permission for other activities based on a case-by-case evaluation. All revenue-generating activities require the issuance of a lease by the Trustees, and all leases are modifiable subject to approval by the Trustees.

NEXT STEPS

Should Council wish to move forward with a modification of the Submerged Lands Lease, Marina Park Dedication, or Interlocal Agreement, a Motion should be passed directing the Office of the City Attorney to begin the application and negotiation process. As part of any Lease or Dedication modification, the Division of State Lands will likely inquire about what specific activities the City desires to permit. Such contemplated uses should be stated by Council with all specificity possible. Should City Council wish to expand the configuration of the Marina, the City will likely also need to obtain an additional Environmental Resource Permit.

Please do not hesitate to reach out to our Office with any questions.

* The Florida Department of Environmental Protection's Division of State Lands acts as staff for the Board of Trustees of the Internal Improvement Fund.

EXHIBIT A


N
W
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S
DEDICATED BY TRUSTEES
#23535
SUBMERGE LAND LEASE (FEE WAIVED)
#050388959
EXP 7/3/34
DISCLAIMER DEED
#26547
CITY PROPERTY
SHIP STORE AND PARKING
CITY OF TITUSVILLE MARINA AND MARINA PARK AREA
LAND LEASES / DEEDS
City of Titusville, FL
Department of
SUPPORT SERVICES
Date
6/23/26
Exhibit No.
00001
Scale
NTS
Sheet
1 of 1

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEDICATION

NO. 23535

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, in pursuance of application made by the CITY OF TITUSVILLE, a municipal corporation of the State of Florida, by Resolution No. 18 - 1963, adopted August 27, 1963, for dedication of the lands hereinafter described for public purposes, approved by said Trustees on November 5, 1963, have dedicated, and by these presents do hereby dedicate the following described lands in BREVARD COUNTY, Florida, to-wit:

A parcel of submerged land in the Indian River in Section 34, Township 21 South, Range 35 East, Brevard County, Florida, more particularly described as follows:

From the NW Corner of the SW¼ of said Section 34; thence East on the Quarter Section Line 310 feet to the mean high water mark of the Indian River for the Point of Beginning; thence North 49° 27' 16" East, 785 feet to the City Bulkhead Line; thence Southeasterly along said Bulkhead Line 1020 feet, more or less; thence South 34° 37' 22" West, 890 feet to the mean high water mark of the Indian River; thence Northwesterly along said mean high water mark a distance of 1230 feet, more or less, to the Point of Beginning. Containing 22.2 acres, more or less.

The above described land shall be used for public purposes only, including public recreational purposes, under the supervision and management of the City of Titusville, it being understood and agreed that the grantee named herein is not permitted to grant private concessions and leases for facilities built or to be built on said land.

In the event the said CITY OF TITUSVILLE shall (1) use said land for other than public purposes as herein defined or (2) for a period of three consecutive years shall fail and neglect to maintain and use the same for said public purposes, the dedication hereby made shall, at the option of said Trustees, be subject to termination upon sixty days notice in writing by the Trustees to said CITY.

IN WITNESS WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th day of November, A. D. 1963.

(SEAL)
Trustees I. I. Fund

(SEAL)
Dept. of Agriculture

_____ (SEAL)
Governor

_____ (SEAL)
Comptroller

_____ (SEAL)
Treasurer

_____ (SEAL)
Attorney General

_____ (SEAL)
Commissioner of Agriculture
As and Constituting the Trustees

CSL Cover Sheet

DM ID _____

Document Type: Current Submerged Land Leases

Instrument: [✓]Parent Lease [ ]Amendment to Lease [ ]Assignment of Lease

[ ]Release [ ]Partial Release [ ]Easement [ ]Use Agreement [ ]Sublease

[ ]Amendment to Sublease [ ]Release of Sublease [ ]Other

Lease Number: 0503889 59

PA Number: 05-287409-001

Document Date: 8/12/09

Submerged (Use Agreement): _____(Y) ✓ (N)_____

Original County: Brevard

Section: 34

Township: 21 S

Range: 35 E

Total Area / Area Unit: 7.98 (A) Acreage (S) Square Feet

County Book / Page / Type: Brevard / B 6013 / P 1281 / O

OR Instrument Number: 2009156728

Comments: W/B - Indian River

Date Prepped _____

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

CFN 2009156728, OR BK 6013 PAGE 1281,
Recorded 08/21/2009 at 01:36 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:13

This Instrument Prepared By:
Pattie J. Scott
Recurring Revenue Section
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 FEE WAIVED LEASE RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE AND REFLECT CURRENT STRUCTURES

BOT NO.: 050388959
PA No.: 05-287409-001

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 the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Titusville, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

> A parcel of sovereignty submerged land in Section 34, Township 21 South, Range 35 East, in the Indian River, Brevard County, containing 347,449 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 20, 2008.

TO HAVE THE USE OF the hereinabove described premises from July 3, 2009, the effective date of this modified lease renewal, through July 3, 2034, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 205-slip docking facility exclusively to be used for mooring of commercial and recreational vessels in conjunction with an upland municipal marina, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit No. 05-287409-001, dated December 31, 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. 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 State of Florida Department of Environmental Protection, Consolidated Environmental Resource Permit. The Lessee shall not 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.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, to remove any structures that are no longer authorized under this lease.

3. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any subsequent renewals 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.

4. 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 term of this lease and any subsequent renewals 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.

5. 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.

6. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of 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.

7. ASSIGNMENT OF LEASE: This lease 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 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.

8. 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.

9. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

10. 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, it 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, or fails or refuses to comply with the provisions and conditions herein set forth within 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 Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. 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 Titusville, Florida
City of Titusville Marina
451 Marina Road
Titusville, Florida 32796

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.

11. 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.

12. 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.

13. 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. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. 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 or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. 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.

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

17. 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 Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or 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 shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment **B**, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

18. 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, 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 8 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: 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 interest of the Lessee in the riparian upland property enforceable in summary proceedings as provided by law.

20. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

21. 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 agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

22. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease 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 facility.

23. 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.

24. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

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. LIVEABOARDS: 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.

28. SPECIAL LEASE CONDITIONS:

A. Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

B. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
c. to conform to adoption or revision of rules regarding the assessment of lease fees;
d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

C. The Lessee agrees to provide, at no cost, three slips for the exclusive use of State and Local Law Enforcement and Search and Rescue Vessels, for the twenty-five (25) year term of the lease. Any costs incurred for water, sewer or electric services shall be borne by the responsible agency.

WITNESSES:

Theresa M. Brady
Original Signature

Theresa M. Brady
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

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

(SEAL)

BY: _____

Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of August, 2009, by Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

Notary Public State of Florida
Kathy C Griffin
My Commission DD727692
Expires 10/30/2011

My Commission Expires:

Commission/Serial No.

WITNESSES:

Kathy Daniels
Original Signature

Kathy Daniels
Typed/Printed Name of Witness

Wanda F Wells
Original Signature

Wanda F. Wells
Typed/Printed Name of Witness

City of Titusville, Florida (SEAL)

BY: _____
Original Signature of Executing Authority

James H. Tulley, Jr.
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 9th day of June, 2009, by James H. Tulley, Jr. as Mayor, for and on behalf of City of Titusville, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

April 15, 2011

Commission/Serial No. DD660772

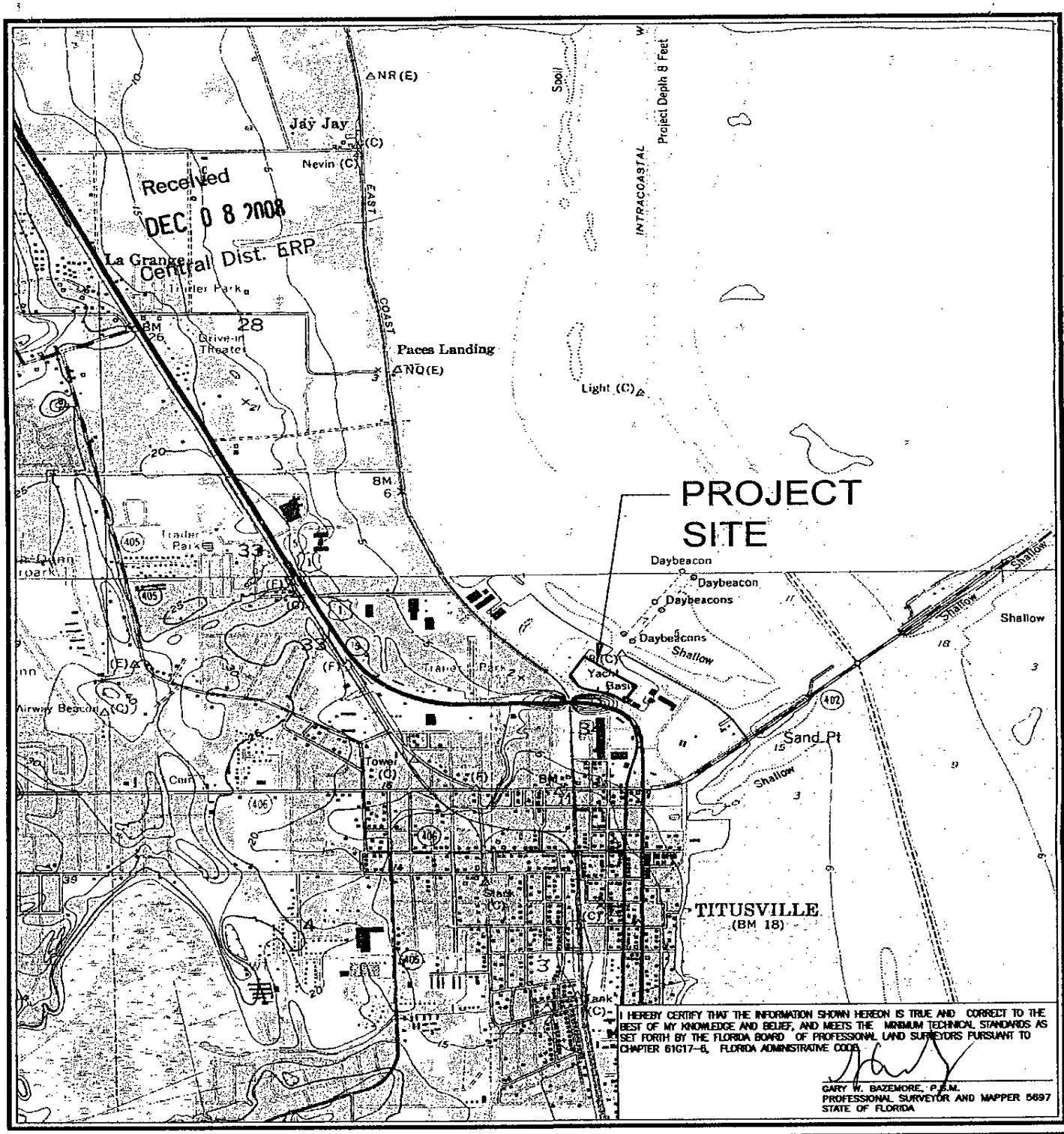
Jolynn J. Donhoff
Notary Signature

Notary Public, State of Florida

Jolynn J. Donhoff
Printed, Typed or Stamped Name

Jolynn J. Donhoff

NOTARY PUBLIC STATE OF FLORIDA
JOLYNN J. DONHOFF
MY COMMISSION # DD 660772
EXPIRES: April 15, 2011
Bonded Thru Budget Notary Services



I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg L1 12/2/08

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB 7072

PROPOSED SUBMERGED LANDS LEASE
LOCATION MAP

Titusville Municiple Marina
451 Marina Road
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=2000'	SHEET: 1 of 4

Attachment A
Page 7 of 13 Pages
SSLL No. 050388959

LEGAL DESCRIPTION OF SUBMERGED LANDS LEASE

A PARCEL OF SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA, BEING A PART OF THE TITUSVILLE YACHT BASIN, LYING IN SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA. SAID LANDS HAVING BEEN PREVIOUSLY LEASED AS SOVEREIGN SUBMERGED LANDS LEASE NUMBER 050388959 GRANTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. SAID PARCEL OF SOVEREIGN SUBMERGED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT SET AT CONTROL STATION "TITUSVILLE SE BASE", HAVING COORDINATES OF NORTHING = 1,559,789.85 FEET, EASTING =712,991.13 FEET, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 1990, THENCE RUN S 38°21'50"E A DISTANCE OF 4218.54 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE N54°12'37"E A DISTANCE OF 2455.01 FEET TO A POINT ON THE EAST RIGHT-OF WAY OF HIGHWAY U.S.1; THENCE N32°35'57"E A DISTANCE OF 68.74 FEET TO A POINT ON THE SOUTH END OF A CONCRETE SEAWALL IN THE TITUSVILLE YACHT BASIN, A PART OF THE INDIAN RIVER LAGOON, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE AND ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF SOVEREIGN SUBMERGED LANDS:

FROM THE POINT OF BEGINNING RUN N32°35'57"E INTO THE WATERS OF THE TITUSVILLE YACHT BASIN A DISTANCE OF 324.79 FEET; THENCE N56°01'58"W A DISTANCE OF 888.95 FEET TO A POINT ON THE SOUTH FACE OF A COQUINA SEAWALL, SAID POINT BEING ON THE ORDINARY HIGH WATER LINE; THENCE S33°20'22"W ALONG SAID ORDINARY HIGH WATER LINE A DISTANCE OF 343.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 61.00 FEET AND A CENTRAL ANGLE OF 44°18'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 47.13 FEET TO A POINT ON THE NORTH END OF A CONCRETE SEAWALL; THENCE S63°21'02"E ALONG THE NORTH END OF SAID SEAWALL A DISTANCE OF 2.35 FEET; THENCE ALONG SAID SEAWALL AND ORDINARY HIGH WATER LINE THE FOLLOWING TWELVE CALLS:
S25°08'38"E A DISTANCE OF 34.34 FEET; THENCE S32°27'45"E A DISTANCE OF 87.88 FEET; THENCE S33°25'04"E A DISTANCE OF 57.38 FEET; THENCE S41°09'12"E A DISTANCE OF 8.13 FEET; THENCE S46°07'38"E A DISTANCE OF 24.17 FEET; THENCE S53°43'49"E A DISTANCE OF 16.11 FEET; THENCE S63°36'28"E A DISTANCE OF 59.51 FEET; THENCE S69°31'30"E A DISTANCE OF 28.23 FEET; THENCE S76°02'21"E A DISTANCE OF 373.86 FEET; THENCE S68°54'06"E A DISTANCE OF 9.94 FEET; THENCE S56°20'46"E A DISTANCE OF 143.63 FEET; THENCE S53°57'05"E A DISTANCE OF 71.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 347,448.96 SQUARE FEET+/- (7.98 ACRES +/-).

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

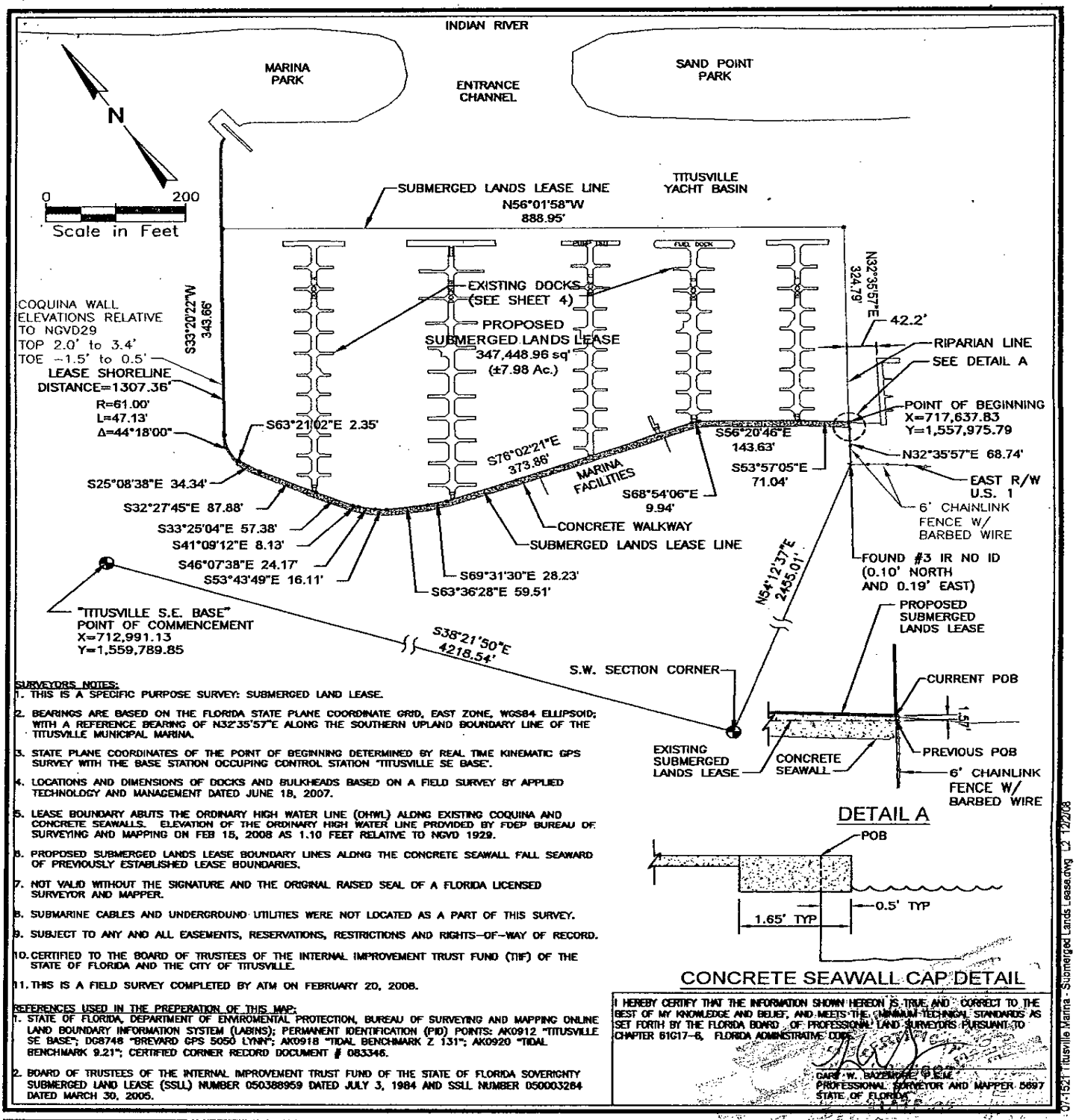
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg LS 1/22/08

ATM APPLIED TECHNOLOGY & MANAGEMENT 1485 N. Atlantic Ave., Suite 113 Cocoa Beach, Florida 32931 (321) 799-2332 Certificate of Authorization #LB 7072	PROPOSED SUBMERGED LANDS LEASE LEGAL DESCRIPTION Titusville Municiple Marina 451 Marina Road Titusville, Florida 32796	REVISIONS	JOB NO: 07-1521 / CHECKED BY: GWB DATE: Feb 20, 2008 / DRAWN BY: MKM SCALE: NONE / SHEET: 3 of 4

Attachment A
Page 8 of 13 Pages
SSLL No. 050388959



SURVEYORS NOTES:

1. THIS IS A SPECIFIC PURPOSE SURVEY: SUBMERGED LAND LEASE.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, WGS84 ELLIPSOID; WITH A REFERENCE BEARING OF N32°35'57"E ALONG THE SOUTHERN UPLAND BOUNDARY LINE OF THE TITUSVILLE MUNICIPAL MARINA.
3. STATE PLANE COORDINATES OF THE POINT OF BEGINNING DETERMINED BY REAL TIME KINEMATIC GPS SURVEY WITH THE BASE STATION OCCUPING CONTROL STATION "TITUSVILLE SE BASE".
4. LOCATIONS AND DIMENSIONS OF DOCKS AND BULKHEADS BASED ON A FIELD SURVEY BY APPLIED TECHNOLOGY AND MANAGEMENT DATED JUNE 18, 2007.
5. LEASE BOUNDARY ABUTS THE ORDINARY HIGH WATER LINE (OHWL) ALONG EXISTING COQUINA AND CONCRETE SEAWALLS. ELEVATION OF THE ORDINARY HIGH WATER LINE PROVIDED BY FDEP BUREAU OF SURVEYING AND MAPPING ON FEB 15, 2008 AS 1.10 FEET RELATIVE TO NGVD 1929.
6. PROPOSED SUBMERGED LANDS LEASE BOUNDARY LINES ALONG THE CONCRETE SEAWALL FALL SEAWARD OF PREVIOUSLY ESTABLISHED LEASE BOUNDARIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. SUBMARINE CABLES AND UNDERGROUND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.
10. CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIF) OF THE STATE OF FLORIDA AND THE CITY OF TITUSVILLE.
11. THIS IS A FIELD SURVEY COMPLETED BY ATM ON FEBRUARY 20, 2008.

REFERENCES USED IN THE PREPERATION OF THIS MAP:

1. STATE OF FLORIDA, DEPARTMENT OF ENVIROMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING ONLINE LAND BOUNDARY INFORMATION SYSTEM (LABINS); PERMANENT IDENTIFICATION (PID) POINTS: AK0912 "TITUSVILLE SE BASE"; DG8748 "BREVARD GPS 5050 LYNN"; AK0918 "TIDAL BENCHMARK Z 131"; AK0920 "TIDAL BENCHMARK 9.21"; CERTIFIED CORNER RECORD DOCUMENT # 083346.
2. BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA SOVERIGNTY SUBMERGED LAND LEASE (SSLL) NUMBER 050388959 DATED JULY 3, 1984 AND SSLL NUMBER 050003284 DATED MARCH 30, 2005.

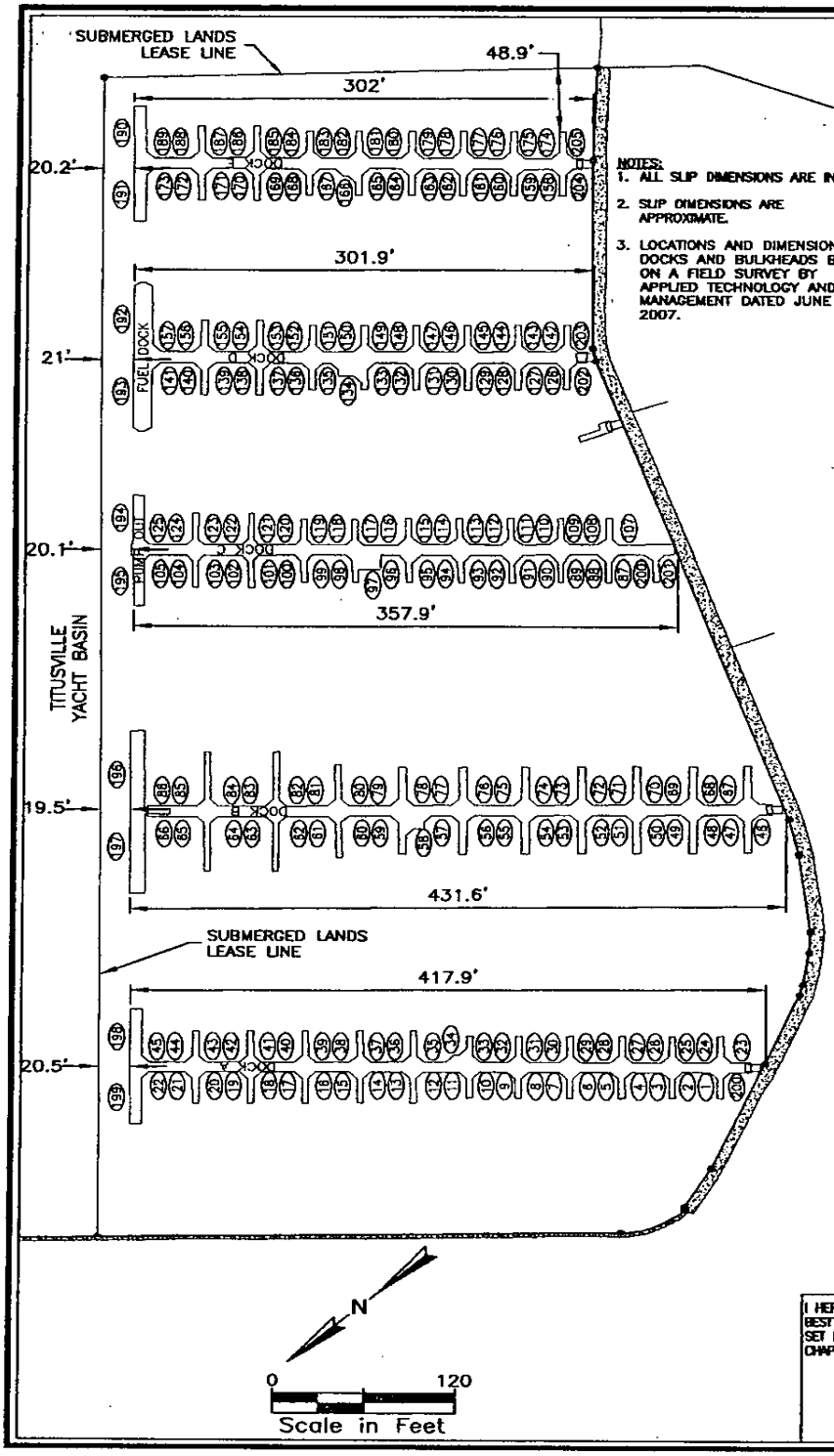
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GARY W. BAZEMORE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER 5697
STATE OF FLORIDA

ATM APPLIED TECHNOLOGY & MANAGEMENT 1485 N. Atlantic Ave., Suite 113 Cocoa Beach, Florida 32931 (321) 799-2332 Certificate of Authorization #LB 7072	PROPOSED SUBMERGED LANDS LEASE SKETCH OF LEGAL DESCRIPTION Titusville Municiple Marina 451 Marina Road Titusville, Florida 32796	REVISIONS	JOB NO: 07-1521 / CHECKED BY: GWB DATE: Feb 20, 2008 / DRAWN BY: MKM SCALE: 1"=200' / SHEET: 2 of 4

07-1521 Titusville Marina - Submerged Lands Lease.dwg 12/12/08

Attachment A
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SSLL No. 050388959



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STATE OF FLORIDA

07-1521 Titusville Marina - Submerged Lands Lease.dwg L4 12/2/08

ATM
APPLIED TECHNOLOGY & MANAGEMENT
1485 N. Atlantic Ave., Suite 113
Cocoa Beach, Florida 32931
(321) 799-2332
Certificate of Authorization #LB 7072

PROPOSED SUBMERGED LANDS LEASE
EXISTING DOCK DIMENSIONS

Titusville Municiple Marina
451 Marina Road
Titusville, Florida 32796

REVISIONS

JOB NO: 07-1521	CHECKED BY: GWB
DATE: Feb 20, 2008	DRAWN BY: MKM
SCALE: 1"=120'	SHEET: 4 of 4

Attachment A
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SSLL No. 050388959

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

DISCLAIMER

DEED NO. 26547

THIS INDENTURE made on this 12th day of June, A.D., 1984, between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as the first party, and the City of Titusville, of the County of Brevard, State of Florida, as the second party;

WITNESSETH:

That the first party has transferred, remised, released, relinquished, surrendered, quitclaimed and disclaimed, and by these presents does hereby transfer, remise, release, relinquish, surrender, quitclaim, and disclaim to said second party, its successors and assigns, forever, any and all right, title or interest of the first party of, in and to the following described land in Brevard County, Florida, to-wit;

A parcel of filled, formerly sovereignty land lying adjacent to the Indian River and abutting Section 34, Township 21 South, Range 35 East, Brevard County, more definitively described as follows:

Commencing at the SW corner of Section 34, Township 21 South, Range 35 East, Brevard County, Florida;
Thence N. 89°58'06" E., 2409.98 feet;
Thence N. 0°27'55" E., 220.37 feet to the POINT OF BEGINNING, said point being on the Easterly right-of-way of Highway U.S. 1;
Thence N. 0°27'55" E., along said R/W 432.34 feet, to a point of curvature;
Thence along the arc of a circular curve concave Southwesterly 928.17 feet radius being 919.02 feet, central angle 57°51'58";
Thence N. 32°35'57" E., 50.00 feet;
Thence along the arc of a circular curve concave Southerly 553.47 feet, the component parts of said curve radius being 969.02 feet, central angle 32°43'32";
Thence S. 89°52'25 W., 235.44 feet, to a point on the east R/W of the F.E.C. Railroad and the Northerly R/W of U.S. 1;
Thence Northwesterly along the arc of a circular curve concave Westerly 201.53 feet, the component parts of said curve radius being 1009.71 feet, central angle 11°26'09".
Thence N. 33°58'02" E., 891.43 feet;
Thence S. 56°01'58" E., 1908.84 feet;
Thence Southerly along the arc of circular curve concave Southwesterly 742.60 feet; the component parts of said curve radius being 1741.49 feet central angle 24°25'55";
Thence S. 51°44'57" W., 495.67 feet;
Thence S. 38°15'03" E., 10.00 feet;
Thence S. 51°44'57" W., 455.68 feet;

Thence Westerly along the arc of a circular curve concave Northwesterly 127.99 feet, the component parts of said curve radius being 1016.28 feet central angle 7°12'57";
Thence S. 31°02'06" E., 30.00 feet;
Thence Southwesterly along the arc of a circular curve concave Northwesterly 287.61 feet, the component parts of said curve radius being 1046.28 feet, central angle 15°45'00";
Thence S 15°17'06" E., 49.00 feet;
Thence Southwesterly along the arc of a circular curve concave Northwesterly 105.14 feet; the component parts of said curve radius being 1095.28 feet central angle 5°30'00";
Thence N. 74°36'03" W., 52.03 feet;
Thence N. 84°27'11" E., 42.63 feet;
Thence N. 0°27'55" E., 150.00 feet;
Thence S. 84°27'11" W., 150.00 feet TO THE POINT OF BEGINNING,
Less and Except the Westland Marine Property as described at ORB 1111, Page 910; and,
Less and Except the following description of described submerged lands lying below the mean high water line of the Yacht Basin:

Commencing at the Southwest corner of Section 34, Township 21 South, Range 35 East;
Thence North 89°58'06" East, 2409.98 feet;
Thence North 00°27'55" East, 652.71 feet to a point of curvature;
Thence along the arc of a circular curve concave Southwesterly 928.17 feet, said curve having a radius of 919.02 feet, and a central angle of 57°51'58";
Thence North 32°35'57" East, 67.17 feet to the Point of Beginning;
Thence North 55°49'34" West, 211.98 feet;
Thence North 75°42'53" West, 416.30 feet to a point of curvature;
Thence 118.15 feet along the arc of a circular curve concave Northeasterly having a radius of 155.79 feet and a central angle of 43°27'15";
Thence North 32°15'38" West, 160.77 feet to a point of curvature;
Thence 54.45 feet along the arc of a circular curve concave Easterly with a radius of 47.11 feet and a central angle of 66°13'40";
Thence North 33°58'02" East, 488.64 feet, to a point of curvature;
Thence 78.54 feet along the arc of a circular curve concave Southerly with a radius of 50.00 feet, and a central angle of 90 degrees;
Thence South 56°01'58" East, 139.14 feet to a point of curvature;
Thence 132.94 feet along the arc of a circular curve concave Northerly, with a radius of 95.00 feet, and a central angle of 80°10'50";
Thence North 43°47'12" East, 77.30 feet;
Thence South 56°01'58" East, 127.56 feet;
Thence South 12°28'02" West, 102.65 feet, to a point of curvature;
Thence 112.67 feet along the arc of a circular curve concave Easterly with a radius of 93.91 feet, and a central angle of 68°30'00";
Thence South 56°01'58" East, 576.40 feet to a point of curvature;
Thence 172.85 feet along the arc of a circular curve concave Westerly with a radius of 111.94 feet, and a central angle of 88°28'26";
Thence South 32°26'28" West, 248.89 feet;
Thence North 57°33'32" West, 4.10 feet;
Thence South 32°26'28" West, 106.00 feet;
Thence North 80°49'18" West, 115.20 feet;
Thence North 55°49'34" West, 243.13 feet, to the Point of Beginning.

All bearings based on the Florida State Plane Coordinate System East Zone.

Containing 16.47 acres, more or less.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed in the City of Tallahassee, Florida, on this the 12th day of February, A.D., 1985.

(SEAL)
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

Commissioner of Education

Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

APPROVED AS TO FORM & LEGALITY.
Lee Rohe
DEPARTMENT ATTORNEY.

Attachment B
Page 13 of 13 Pages
SSLL No. 050388959

CITY OF TITUSVILLE

"Gateway to Nature and Space"

Office of the City Attorney

555 S. Washington Avenue • P.O. Box 2806
Titusville, FL 32796-3584 • 32781-2806

Phone: (321) 383-5693
CityAttorney@titusville.com
www.titusville.com

MEMORANDUM

To: **Honorable Mayor and City Council; City Manager; Assistant City Manager; City Clerk**

From: **Office of the City Attorney**

Subject: **Next Steps for Amending Sovereignty Submerged Lands Leases and Dedication Restrictions at Titusville Municipal Marina and Surrounding Parks**

Date: **August 31, 2026**

At the July 14, 2026, Regular City Council Meeting, Council authorized the Office of the City Attorney to begin the process of amending the sovereignty submerged lands lease and Dedication restrictions that currently limit uses at Titusville Municipal Marina and the surrounding parks. Our Office has been in contact with the Department of Environmental Protection, Division of State Lands, which has informed us that:

Modification of the Dedication restricting commercial use on the Marina Park property requires a formal request to the Board of Trustees ("BOT"). There is no standard application form, and therefore, a detailed request should be presented to the Division in a form acceptable to City Council. After review, if Division Staff support the request, a formal item will be prepared for presentation to the BOT. Modification will require compensation to the BOT in the amount of the difference in property value pre- and post-removal of the Dedication restrictions. An appraisal is required and the appraisal is coordinated by the Division with costs born by the City.

Upon payment and approval by the BOT, the current submerged lands lease can be modified administratively to reflect any new upland uses or changes to the types of vessels moored at the Marina.

Direction from Council is needed so that the formal request can be prepared for presentation to Division staff. Council should provide a detailed description of desired uses on the Marina Park property and in the Titusville Marina. Examples of municipal marina development projects and amenities are contained below.

Riviera Beach Marina Village

- Boat Tours
- Banquet Hall/Event Center
- Fishing Charter
- Paddle Board/Kayak Rentals
- Parasailing Ride Operator

Sanford Riverfront Project

- Restaurant
- Wedding/Event Venue
- Paddlewheel Ship Tours

Cocoa Village

- Civic Center
- Amphitheatre
- Wedding/Event Venue (Porcher House)

St. Augustine Municipal Marina

- Bayfront Mini Golf
- Scenic Cruises/Boat Tours
- Pirate Cruises