


**OFFICE OF GENERAL COUNSEL  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FL 32202  
TELEPHONE - (904) 630-1714  
FAX - (904) 630-1731**

**MEMORANDUM**

**TO:** Steve Rohan, Deputy General Counsel  
**FROM:** Juliana Rowland, Assistant General Counsel   
**DATE:** March 8, 2012  
**RE:** Mayport Ferry Title

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You have asked for a summary of the reverters placed on certain properties in Mayport that were conveyed by the City of Jacksonville to the Jacksonville Port Authority as of October 1, 2007. As described below, the properties designated as “Ferry Properties” are subject to a reverter in the City’s favor. However, the reverter has expired as to those properties designated as “Additional Properties.”

The properties at Mayport were conveyed by means of a Special Warranty Deed for properties with clean title and a Quit Claim deed for properties for which outstanding title issues remained (together, the “Deeds”). Copies of the Deeds are attached for your reference.

*The “Ferry Properties”*

The Deeds provide that, at the City’s option, the “Ferry Properties” may revert to the City if at any time Jaxport (a) leases any portion of the Ferry Properties to a third party (other than certain permitted management contracts), (b) conveys or transfers title to any portion of the Ferry Properties, or (c) ceases to operate the “Required Uses” on the Ferry Property. The “Required Uses” are that the Ferry Properties be continuously open to the public and used only for purposes of Grantee causing the operation of the Mayport Ferry Service according to all requirements of law. The “Ferry Properties” are shown as Parcels 1, 2, 3, 4, 5, and 7 on the attached chart and highlighted in yellow on the attached maps.

*The “Additional Properties”*

Although all properties conveyed by the City to Jaxport were originally subject to a reverter, the Deeds provided that reverter expired as to the “Additional Properties” after September 30, 2009. The Additional Properties are shown as parcels 6, 8, 9, 10, 11, 12 and 13 on the chart and highlighted in orange on the map.

*The “Strickland Reverter”*

In addition to the reverters in favor of the City, pursuant to a deed date October 13, 1949 from the Strickland family to the Fernandina Port Authority (attached), Parcel 7 was also subject to revert back to the grantees, their heirs and assigns, if the operation of the ferry is ever permanently discontinued.

Attachments:

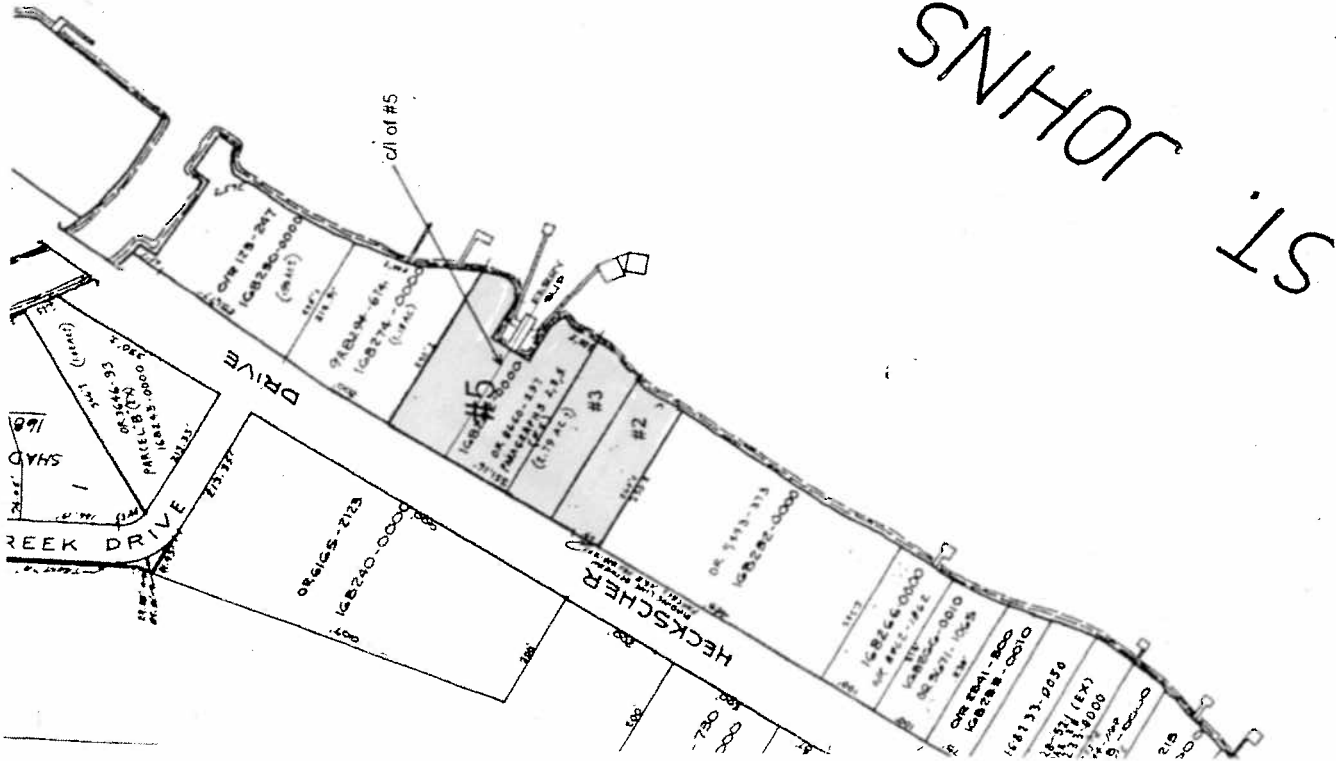
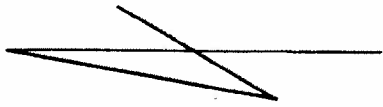
- Chart summarizing reverter status of parcels.
- Maps designating location of “Ferry Properties” and “Additional Properties.”
- Special Warranty Deed from the City of Jacksonville to the Jacksonville Port Authority dated October 1, 2007, and recorded at Official Records Book 14456, page 304.
- Quit Claim Deed from the City of Jacksonville to the Jacksonville Port Authority dated October 1, 2007, and recorded at Official Records Book 14456, page 311.
- Deed from B.J. Strickland and Margaret Strickland, his wife, and William F. Strickland and Dorothy Kems Strickland, his wife, to the Fernandina Port Authority dated October 13, 1949, and recorded at Deed Book 1439, page 3.

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Mayport Ferry Parcels Conveyed from COJ to JPA

Parcel No. Per Title Policy	RE Number	Reverter?	Deed
1	168965-0000 Park, Adjacent to P4 on North	"Ferry Property" - Upon lease, conveyance or failure to operate ferry, reverts to City at City's option	SWD
4	168964-0000 Ferry Slip - Mayport Side	"Ferry Property" - Upon lease, conveyance or failure to operate ferry, reverts to City at City's option	SWD
7	168967-0000 Adjacent to P4 on South	"Ferry Property" -- Upon lease, conveyance or failure to operate ferry, reverts to City at City's option. Also 1949 deed with reverter to Strickland family if ferry operations permanently cease.	QCDs from FPA and COJ
2, 3 and 5	168242-0000 Ferry Slip - Hecksher side	"Ferry Property" - Upon lease, conveyance or failure to operate ferry, reverts to City at City's option	SWD
6	168955-0000 Hornblower Offices	"Additional Property" - Reverter expired 9/30/2009	SWD
8A	169070-0000	"Additional Property" - Reverter expired 9/30/2009	QCD
8B, C, D & E	169052-0000	"Additional Property" - Reverter expired 9/30/2009	QCD
9	168214-0010	"Additional Property" - Reverter expired 9/30/2009	QCD
10	168308-1000	"Additional Property" - Reverter expired 9/30/2009	QCD
11	168309-0000	"Additional Property" - Reverter expired 9/30/2009	QCD
12	169309-0100	"Additional Property" - Reverter expired 9/30/2009	QCD
13	169038-0000	"Additional Property" - Reverter expired 9/30/2009	QCD

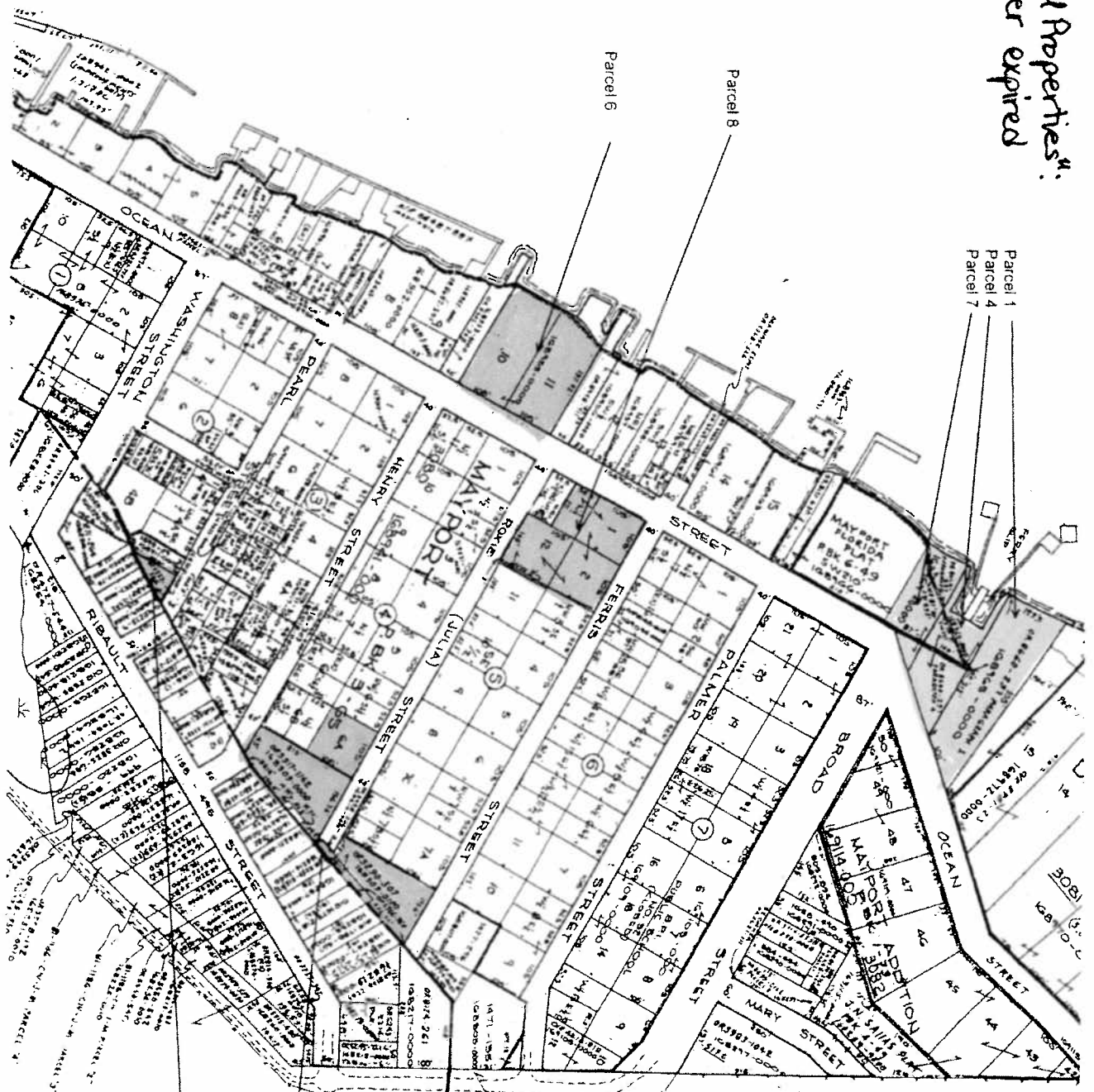
- Ferry Properties<sup>TM</sup> still subject  
to City reverter



# JOHNS RIVER

- "Ferry Properties": still subject to City reverter

- "Additional Properties":  
City reverter expired  
9/30/09



Parcel 1  
Parcel 4  
Parcel 7

Parcel 6

Parcel 8

Parcel 10

Parcel 9

ANDREW DEWEES

OFFICE OF GENERAL COUNSEL  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FLORIDA 32202  
TELEPHONE: (904) 630-7067  
FACSIMILE : (904) 630-1731



## M E M O R A N D U M

TO: John Germany  
Juliana Rowland

FROM: Jeffrey D. Smith

DATE: March 8, 2012

RE: Mayport Ferry; Right of Reverter; Strickland;  
Parcel 7 (Commonwealth Land Title Insurance Company  
Policy A0-2 No. 1335076)

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You have requested a summary of the issues surrounding the right of reverter set forth in the Deed recorded in Deed Book 1439, page 3, of the current public records of Duval County, Florida.

As you know, the final policy of title insurance issued to the City when title was transferred to it by Jaxport contains a Schedule B exception for the right of reverter, set out as Item 4 of Schedule B. The Effective Date of the Policy is April 10, 2008 at 12:23 P.M. Since that date, I have assumed that the City has made no further conveyance of this parcel.

The right of reverter reads, *verbatim*, as follows:

"... provided said land is used as the Mayport terminal and landing for a ferry to be operated across the St. Johns River between Mayport and Pilot Town, and should the operation of said ferry and the use of said land as a ferry ever be permanently discontinued, the title to said land is then to revert to grantors, their heirs and assigns." The grantors in this deed are B. J. Strickland and Margaret Strickland, his wife, and William F. Strickland and Dorothy Kemps Strickland, his wife, and their heirs, successors and assigns. The grantee was the Fernandina Port Authority, a body politic and corporate.

The key issue is whether or not this right of reverter is still enforceable if this parcel ceases to be used as a ferry landing place.

There is a Florida curative statute that applies to reversionary interests contained in F.S. 689.18, which was enacted in 1951. Unfortunately, Section 689.18(5) provides as follows:

"Any and all conveyances of real property in this state heretofore or hereafter made to any governmental, educational, literary, scientific, religious, public utility, public transportation, charitable or non-profit corporation or association are hereby excepted from the provisions of this section." Since the deed in question was made in favor of the Fernandina Port Authority, which was presumably a public transportation entity, Chapter 689 has no applicability to the reversionary interest created by the vesting deed.

The Marketable Record Title Act, Chapter 712, F.S., was also reviewed to determine whether the right of reverter could be eliminated by MRTA. MRTA cannot be applied in this case due to the lack of a root of title that has been of record for more than 30 years and which post-dates the vesting deed. I am advised that the deed that was obtained from the successor to the Fernandina Port Authority when this parcel was transferred to the City is the only conveyance of record for this parcel since the 1949 vesting deed containing the right of reverter. The right of reverter is inherent in the root of title deed itself. Therefore, since the reverter is a part of the root of title, it is not eliminated by MRTA.

If you have additional questions or require additional information, please let me know.

Attachment(s)

G:\Gov't Operations\JDSmith\FORMS\Memorandum.0.doc

Prepared by and after recording return to:

Karen M. Chastain  
Deputy General Counsel  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville Florida 32202

**Property Appraiser Parcel Identification**

Nos.: 168955-0000, 168964-0000, 168965-0000, 168242-0000

**SPECIAL WARRANTY DEED**

**This Special Warranty Deed** is made effective the 1<sup>st</sup> day of October, 2007, between **CITY OF JACKSONVILLE**, a municipal corporation, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Grantor") and **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate of the State of Florida, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

**WITNESSETH:**

The Grantor has agreed to grant, bargain and sell certain property to the Grantee as more fully set forth herein.

NOW THEREFORE, for and in consideration of the sum of \$10.00 to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain and sell to the Grantee, its permitted successors and assigns forever, all of the land more particularly described on Exhibit A attached hereto (the "Ferry Properties") and described on Exhibit B (the "Additional Properties") attached hereto, situate, lying and being in the County of Duval, State of Florida (the Ferry Properties and the Additional Properties are collectively the "Property"), together with all improvements and fixtures thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same in fee simple forever.

The Grantor does hereby warrant and will defend the title to said Property against the lawful claims of all persons claiming, by, through or under the Grantor but against none other.

This conveyance is made subject to the following covenants and restrictions, and reverter provisions, and Grantee (by its acceptance and recordation of this Deed) does hereby agree and accept for itself (and any permitted successors and assigns) the following covenants and restrictions, and reverter provisions running with the land:

**COVENANTS AND RESTRICTIONS:** The Ferry Properties conveyed hereby shall be continuously open to the public and used only for purposes of Grantee causing the operation of the "Mayport Ferry Service" according to all requirements of law (the "Required Uses"). Commencing on May 1, 2008, and thereafter annually on or before May 1 of each calendar year, the Grantee agrees to provide an annual report to the Grantor (addressed to the Mayor and to the City Council President and in form and content mutually and reasonably approved by all parties) concerning the Mayport Ferry Service annual operations, including notice of any changes anticipated to be made to



the level of service set forth in Ordinance 2007-987-E, to the extent such changes are known by Grantee at that time. These covenants and restrictions shall not be applicable to the Additional Properties after September 30, 2009.

**REVERTER PROVISIONS:** (1) If the Grantee on or before September 30, 2009: (a) leases any portion of the Property to a third party (however, a license, concession, or management agreement with a third party for purposes of operating or relating to the Mayport Ferry Service is acceptable), (b) conveys or transfers title to any portion of the Property, or (c) ceases to operate the Required Uses, then Grantee shall return the Property to a condition that is the same or substantially similar to the condition of the Property as of the date of this Special Warranty Deed, and all Property shall (at the option of the Grantor) revert to Grantor, which shall be effectuated by Grantor recording a notice of such event in the public records of Duval County, Florida on or before September 30, 2014. Upon request of Grantor, the Grantee shall execute an instrument to be recorded in the public records of Duval County, Florida, evidencing that the title to the Property has reverted to and revested in Grantor.

(2) In addition to the reverter provisions affecting all Property through the period of September 30, 2009 set forth above, if the Grantee at any time thereafter: (a) leases any portion of the Ferry Properties to a third party (however, a license, concession, or management agreement with a third party for purposes of operating or relating to the Mayport Ferry Service is acceptable), (b) conveys or transfers title to any portion of the Ferry Properties, or (c) ceases to operate the Required Uses on the Ferry Properties, then Grantee shall return the Ferry Property to a condition that is the same or substantially similar to the condition of the Ferry Property as of the date of this Special Warranty Deed and the Ferry Properties (but excluding the Additional Properties on or after October 1, 2009) shall, at the option of the Grantor, revert to Grantor, which shall be effectuated by Grantor recording a notice of such event in the public records of Duval County, Florida. Upon request of Grantor, the Grantee shall execute an instrument to be recorded in the public records of Duval County, Florida, evidencing that the title to the Ferry Properties has reverted to and revested in Grantor.

**DISCLAIMER:** BY ACCEPANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITIONS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ATTACHED HERETO. GRANTEE FURTHER

ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Attest:

CITY OF JACKSONVILLE

*Neil W. McArthur, Jr.*  
Neil W. McArthur, Jr.  
Corporation Secretary

By: *John Peyton*  
John Peyton, Mayor

Form Approved:

By: *Karen M. Cravens*  
Office of General Counsel



Alan Mosley  
Chief Administrative Officer  
For: Mayor John Peyton  
Under Authority of:  
Executive Order No. 07.06 *SM*

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of September, 2007, by John Peyton and Neil W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

*Sharon E. Chappelle*  
Notary Public, State and County Aforesaid  
Print Name:  
My commission expires:  
My commission number:

(NOTARIAL SEAL)



**Exhibit "A"****PARCEL 1:**

(Parcel 101 - Section 7224-301)

That certain piece, parcel or tract of land, situate, lying and being in the County of Duval and State of Florida, known and described as: A tract of land at Mayport, Florida, being a portion of Tract No. 2, of land described in deed recorded in Deed Book 1106, page 358, of the current public records of Duval County, Florida, said tract of land being more particularly described as follows: For point of reference commence at an iron pipe located at the extreme Southerly corner of Lot 15, Daniels Addition of Mayport, according to plat recorded in Plat Book 7, page 44, of the current public records of Duval County, Florida, and run thence South 71 degrees 45 minutes West along the Westerly prolongation of the Northwesternly boundary of the right of way of Ocean Street, a distance of 20.01 feet to an iron pipe for Point of Beginning. From Point of Beginning thus described, continue South 71 degrees 45 minutes West along the Westerly prolongation of said right of way boundary of Ocean Street, a distance of 101 feet to an iron pipe; run thence North 60 degrees 41 minutes West, a distance of 312 feet, more or less, to the waters of the St. Johns River; run thence down said river in a Northeasterly direction, a distance of 123 feet, more or less, to a point which bears North 53 degrees 22 minutes 40 seconds West from the Point of Beginning; run thence South 53 degrees 22 minutes 40 seconds East, a distance of 355 feet, more or less, to the Iron pipe at the Point of Beginning.

**PARCEL 2:**

(Parcel 100 - Section 72250-2524)

A portion of fractional Section 30, Township 1 South, Range 29 East, Duval County, Florida, being a portion of those lands as described in Official Records Volume 2390, page 43, of the current public records of said county, said portion being more particularly described as follows: For the Point of Beginning, commence at the Point of Beginning of said lands as described in Official Records Volume 2390, page 43; thence run North 28 degrees 21 minutes 40 seconds East along the Southeastly right of way line of Heckscher Drive (State Road No. 105), a distance of 49 feet to the point of curvature of said right of way line; thence continue along said Southeastly right of way line, said right of way line being a curve concave to the Southeast having a radius of 11,409.32 feet, a chord bearing of North 28 degrees 29 minutes 10 seconds East, and a chord distance of 49.73 feet; thence run South 61 degrees 00 minutes 54 seconds East, a distance of 245 feet, more or less, to the approximate high water mark of the St. Johns River; thence run up said river in a Southwesterly direction, a distance of 97 feet, more or less, to a point which bears South 61 degrees 38 minutes 20 seconds East from the Point of Beginning; thence run North 61 degrees 38 minutes 20 seconds West along the Southwesterly line of said lands as described in Official Records Volume 2390, page 43, a distance of 228 feet, more or less, to the Point of Beginning.

**PARCEL 3:**

(Parcel 101 - Section 72250-2524)

A portion of fractional Section 30, Township 1 South, Range 29 East, Duval County, Florida, being a portion of those lands as described in Official Records Volume 2390, page 43, of the current public records of said county, said portion being more particularly described as follows: For a point of reference, commence at the Point of Beginning of said lands as described in Official Records Volume 2390, page 43; thence run North 28 degrees 21 minutes 40 seconds East along the Southeastly right of way line of Heckscher Drive (State

**Exhibit "A" continued**

Road No. 105), a distance of 49 feet to the point of curvature of said right of way line; thence continue along said Southeasterly right of way line, said right of way line being a curve concave to the Southeast having a radius of 11,409.32 feet, a chord bearing of North 28 degrees 29 minutes 10 seconds East, and a chord distance of 49.73 feet to the Point of Beginning; thence continue along said Southeasterly right of way line, a chord bearing of North 28 degrees 51 minutes 32 seconds East, and a chord distance of 98.73 feet; thence run South 60 degrees 23 minutes 28 seconds East along the Northeasterly line of said lands as described in Official Records Volume 2390, page 43, a distance of 258 feet, more or less, to the approximate high water mark of the St. Johns River; thence run up said river in a Southwesterly direction, a distance of 97 feet, more or less, to a point which bears South 61 degrees 00 minutes 54 seconds East from the Point of Beginning; thence run North 61 degrees 00 minutes 54 seconds West, a distance of 245 feet, more or less, to the Point of Beginning.

PARCEL 4:  
(Ferry Slip - Section 7226)

Beginning at a point where the North line of a street or road shown on the plat of Daniels Addition to Mayport as per plat recorded in Plat Book 7, page 44, Duval County Public Records, would intersect the Northeasterly line of Broad Street (in the Town of Mayport) if extended in a uniform straight line, as a Point of Beginning; thence Northwesterly along the Northeasterly line of Broad Street as so extended to the margin of the St. Johns River; thence Easterly along the margin of said river, 100 feet (actual measurement on ground 99.92 feet); thence Southeasterly, parallel to the Northeasterly line of said Broad Street, and 100 feet (actual measurement on ground 99.92 feet) therefrom to the Northerly line of said Street or Road shown on said plat of Daniels Addition to Mayport; thence Westerly along the Northerly line of said Street or Road to the Point of Beginning.

PARCEL 5:  
(Ferry Slip - Section 7226)

A portion of that part of Section 30, Township 1 South, Range 29 East, lying on the Northwesterly side of the St. Johns River, and more particularly described as a part of said land aforementioned which is described as Parcel B in Deed of Liquidation and Distribution recorded in current public records of Duval County, Florida, in Deed Book 1070, page 295, that portion of Parcel B herein conveyed being more particularly described as: For Point of Beginning, commence at an iron pipe set at a point on the Southeast side of the right of way of Heckscher Drive (Florida State Road No. 105) located at a point where the line dividing Parcels A and B as described in said Deed of Liquidation and Distribution aforementioned intersects the Southeasterly boundary of said right of way, and run thence North 28 degrees 21 minutes 40 seconds East along the Southeasterly boundary of said right of way, a distance of 49 feet to an iron pipe set at a point of a curve in the Southeasterly boundary of said right of way; continue thence along the Southeasterly boundary of said road right of way and along the arc of a curve concave to the Southeast, tangent to the last described line, and having a radius of 11,409.32 feet, a chord distance of 551.16 feet to an iron pipe, the bearing of the aforementioned chord being North 29 degrees 44 minutes 40 seconds East; run thence South 61 degrees 38 minutes 20 seconds East, a distance of 225 feet, more or less, to the waters of the St. Johns River; thence run up said river in a Southwesterly direction, a distance of 600 feet, more or less, until a point is reached which bears South 61 degrees 38 minutes 20 seconds East from the Point of

**Exhibit "A" continued**

Beginning; run thence North 61 degrees 38 minutes 20 seconds West, a distance of 265 feet, more or less, to the Point of Beginning.

Lying each side and within 100 feet of a centerline described as follows: Commence on the West line of Section 30, Township 1 South, Range 29 East at a point 2589.06 feet Southerly from the Northwest corner of Section 30; run thence North 36 degrees 53 minutes 20 seconds East, 40.22 feet to the beginning of a curve concave to the Northwest, having a radius of 1910.08 feet; run thence Northeasterly along said curve through a total central angle of 08 degrees 31 minutes 40 seconds, a distance of 284.26 feet to the end of said curve; run thence North 28 degrees 21 minutes 40 seconds East, 724.66 feet to the beginning of curve concave to the Southeast, having a radius of 11,459.32 feet; run thence Northeasterly along said curve through an angle of 01 degrees 14 minutes 52 seconds, a distance of 249.57 feet to the Point of Beginning of said centerline; thence from a tangent bearing of North 29 degrees 36 minutes 32 seconds East, run South 60 degrees 23 minutes 28 seconds East along said centerline, 325 feet to the end of said centerline.

**EXHIBIT B**  
**ADDITIONAL PROPERTIES**

RE No.: 168955-0000

Water Lots 10 and 11, Section 38, Township 1 South, Range 29 East, Town of Mayport, as recorded in Plat Book 3, page 65, of the current public records of Duval County, Florida

Prepared by and after recording return to:

Karen M. Chastain  
Deputy General Counsel  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville Florida 32202

**Property Appraiser Parcel Identification Nos.:**

168967-0000, 169052-0000, 168309-0000, 169309-0100, 169038-0000, 168308-1000, 168214-0010, 169070-0000

**QUIT CLAIM DEED**

This Quit Claim Deed is made effective the 1<sup>st</sup> day of October, 2007, between **CITY OF JACKSONVILLE**, a municipal corporation, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Grantor") and **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate of the State of Florida, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

**WITNESSETH:**

The Grantor has agreed to quit-claim, remise and release certain property to the Grantee as more fully set forth herein.

NOW THEREFORE, for and in consideration of the sum of \$10.00 to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the Grantor does hereby quit-claim, remise and release to the Grantee, its permitted successors and assigns forever, all of the land more particularly described on Exhibit A attached hereto (the "Ferry Property") and described on Exhibit B (the "Additional Properties") attached hereto, situate, lying and being in the County of Duval, State of Florida (the Ferry Property and the Additional Properties are collectively the "Property"), together with all improvements and fixtures thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This quit-claim conveyance is made subject to the following covenants and restrictions, and reverter provisions, and Grantee (by its acceptance and recordation of this Deed) does hereby agree and accept for itself (and any permitted successors and assigns) the following covenants and restrictions, and reverter provisions running with the land:

**COVENANTS AND RESTRICTIONS:** The Ferry Property conveyed hereby shall be continuously open to the public and used only for purposes of Grantee causing the operation of the "Mayport Ferry Service" according to all requirements of law (the "Required Uses"). Commencing on May 1, 2008, and thereafter annually on or before May 1 of each calendar year, the Grantee agrees to provide an annual report to the Grantor (addressed to the Mayor and to the City Council President and in form and content mutually and reasonably approved by all parties) concerning the Mayport Ferry Service annual operations including notice of any changes anticipated to be made to the level of service set forth in Ordinance 2007-987-E, to the extent such changes are known by Grantee at that time. These covenants and restrictions shall not be applicable to the Additional Properties after September 30, 2009.

**REVERTER PROVISIONS:** (1) If the Grantee on or before September 30, 2009: (a) leases

any portion of the Property to a third party (however, a license, concession, or management agreement with a third party for purposes of operating or relating to the Mayport Ferry Service is acceptable), (b) conveys or transfers title to any portion of the Property, or (c) ceases to operate the Required Uses, then Grantee shall return the Property to a condition that is the same or substantially similar to the condition of the Property as of the date of this Quit Claim Deed, and all Property shall (at the option of the Grantor) revert to Grantor, which shall be effectuated by Grantor recording a notice of such event in the public records of Duval County, Florida on or before September 30, 2014.

Upon request of Grantor, the Grantee shall execute an instrument to be recorded in the public records of Duval County, Florida, evidencing that the title to the Property has reverted to and revested in Grantor.

(2) In addition to the reverter provisions affecting all Property through the period of September 30, 2009 set forth above, if the Grantee at any time thereafter: (a) leases any portion of the Ferry Property to a third party (however, a license, concession, or management agreement with a third party for purposes of operating or relating to the Mayport Ferry Service is acceptable), (b) conveys or transfers title to any portion of the Ferry Property, or (c) ceases to operate the Required Uses on the Ferry Property, then Grantee shall return the Ferry Property to a condition that is the same or substantially similar to the condition of the Ferry Property as of the date of this Quit Claim Deed and the Ferry Property (but excluding the Additional Properties on or after October 1, 2009) shall, at the option of the Grantor, revert to Grantor, which shall be effectuated by Grantor recording a notice of such event in the public records of Duval County, Florida. Upon request of Grantor, the Grantee shall execute an instrument to be recorded in the public records of Duval County, Florida, evidencing that the title to the Ferry Property has reverted to and revested in Grantor.

**DISCLAIMER:** BY ACCEPANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITIONS OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ATTACHED HERETO. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Attest:

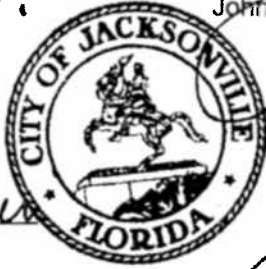
CITY OF JACKSONVILLE

*Neill W. McArthur, Jr.*  
Neill W. McArthur, Jr.  
Corporation Secretary

By: *John Peyton*  
John Peyton, Mayor

Form Approved:

By: *Karen M. Chastain*  
Office of General Counsel



Alan Mosley  
Chief Administrative Officer  
For: Mayor John Peyton  
Under Authority of:  
Executive Order No. 07.06 for

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2007, by John Peyton and Neill W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

*Sharon E. Chappelle*  
Notary Public, State and County of ~~Florida~~  
Print Name:

My commission expires:  
My commission number:

(NOTARIAL SEAL)



**EXHIBIT A**  
**FERRY PROPERTY**

**PARCEL 7:**

A tract of former submerged land in the Village of Mayport more particularly described as being bounded on the Northeast by the Northwestern prolongation of the Northeasterly boundary of the right of way of Broad Street, as same is shown on a map of Mayport recorded in Plat Book 3, page 65, of the current public records of Duval County, Florida; bounded on the Southeast by the right of way of Ocean Street, as same is shown on the map of Mayport aforesaid and on the map of Daniels Addition to Mayport recorded in Plat Book 7, page 44; bounded on the Southwest by the Northwestern prolongation of the Southwesterly boundary of the right of way of Broad Street, as per plat aforesaid; and bounded on the Northwest by the waters of the St. Johns River.

EXHIBIT B  
ADDITIONAL PROPERTIES

PARCEL 8:

Tract A:  
(Well Site)

A plot of ground 6 feet by 9 feet on which is located the artesian well of the Mayport Water Works, said plot 6' X 9' being 6 feet along the Southeasterly line of Lot 13, Block 5 of the Town of Mayport, as per map of Mayport recorded in the former public records of Duval County, Florida, in Book "V", page 729, and extending 9 feet up into said Lot 13, Block 5, Mayport; said plot of 6' X 9' herein conveyed being the plot of 6' X 9' excepted from the operation of that conveyance of Lot 13, Block 5, Mayport, recorded in Deed Book 141, page 159, of the public records of Duval County, Florida. Said plot herein conveyed is more particularly described as follows:

Commencing at the Southwesterly corner of Lot 13, Block 5, City of Mayport; thence Northeasterly along the Southeasterly line of said Lot, 19 feet - 4 inches for a Point of Beginning; thence Northeasterly along the Southeasterly line of said Lot, 6 feet; thence at right angles with said Southeasterly line of said Lot, in a Northwesterly direction, 9 feet; thence Southwesterly, parallel with the Southeasterly line of said Lot, 6 feet; thence Southeasterly, 9 feet to the Point of Beginning.

Tract B:

The Northwesterly 43.25 feet of Lot 12; the Southeasterly 11.75 feet of Lot 12; and the Northwesterly 3 feet of Lot 11, all in Block 5, Mayport, Plat Book V, page 729, former public records of Duval County, Florida.

Tract C:

That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval, State of Florida, to wit:

The Northeasterly 1/2 of Lot 13, Block 5, Mayport, Plat Book 3, page 65, more particularly described as follows:

Beginning at a point on the Southeasterly side of Ocean Street distant 52 1/2 feet Northeasterly from the corner formed by the intersection of the Southeasterly side of Ocean Street and the Northeasterly side of Julia Street; running thence Northeasterly along the Southeasterly side of Ocean Street, 52 1/2 feet; thence Southeasterly, parallel with the Northeasterly side of Julia Street, 105 feet; thence Southwesterly, parallel with the Southeasterly side of Ocean Street, 52 1/2 feet; thence Northwesterly, again parallel with the Northeasterly side of Julia Street, 105 feet to the Southeasterly side of Ocean Street at the Point of Beginning.

Tract D:

Lots 1 and 2, Block 5, Mayport Subdivision, according to plat thereof recorded in Plat Book 3, page 65 of the current public records of Duval County, Florida.

Tract E:

A part of Lot 12, Block 5, Mayport, as recorded in Plat Book 3, page 65, current public records, Duval County, Florida, and being described as follows:

Commence at the most Westerly corner of said Lot 12; thence South 60 degrees 45 minutes East along the Northeasterly right of way line of Julia Street, a distance of 43.25 feet to the Point of Beginning; thence continue South 60 degrees 45 minutes East, a distance of 50 feet; thence North 29 degrees 15 minutes East, a distance of 105 feet to the rear line of said Lot 12; thence North 60 degrees 45 minutes West along said line, a distance of 50 feet; thence South 29 degrees 15 minutes West, a distance of 105 feet to the Point of Beginning.

PARCEL 9:

(Mayport Street and Drainage, Parcel 16)

A part of Lot 17, Block 1, Ribault Park (unrecorded) and other lands, Mayport, Duval County, Florida, being more particularly described as follows:

Commence at the point of Intersection of the Northerly right of way line of Ribault Street and Old Mayport Road and running a distance of 114.9 feet Westerly, along the Northerly right of way line of Ribault Street; thence continuing along said Northerly most boundary of Ribault Street, 245.2 feet to a point in the Northerly right of way line of Ribault Street, that point being the Northeasterly corner of those lands described in Official Records Volume 5359, page 434; thence North 33 degrees 12 minutes West, 122.9 feet to the Point of Beginning; thence North 33 degrees 12 minutes West, 17.74 feet to an iron in the South line of DeWees Grant, as established by C.H. Baker, Jr.; thence Southwesterly along said grant line, 50.3 feet to an iron; thence South 33 degrees 12 minutes East, 16.63 feet to an iron; thence North 50 degrees 17 minutes East, 50.3 feet to the Point of Beginning.

Also described as:

A part of the DeWees Grant, Section 38 Township 1 South, Range 29 East, Duval County, Florida, and being that particular part of the lands described in Official Records Volume 5359, page 434, public records of said county, which lies northwesterly of the following described line:

For a point of reference, commence at the centerline intersection of Ocean Street, a 60-foot wide right of way, and Ferris Street, a 40-foot wide right of way; thence South 61 degrees 26 minutes 19 seconds East along said centerline of Ferris Street, 1012.20 feet to a point in the Northwesterly line of Lots 23 and 24, Block 1, of unrecorded plat of Ribault Park, as described in Official Records Volume 585, page 70, said public records, being the Point of Beginning of the herein described line; run thence South 50 degrees 39 minutes 54 seconds West along said Northwesterly line and a Southwesterly prolongation thereof, a distance of 295.42 feet to a point in the Southwesterly line of lands described in Official Records Volume 3458, page 201, aforesaid and the Point of Terminus of the herein described line.

PARCEL 10:

That portion of the irregular shaped parcel of land bounded Southeast by the Northwest line of lands recorded in Deed Book 932, page 353; bounded Northwest by Blocks 2, 3, 4, 5 and 6, Mayport recorded in Plat Book 3, page 65, of the current public records of Duval County, Florida, being part of the DeWees Grant, Section 38, Township 1 South, Range 29 East, being more particularly described as follows:

Being bounded on the Northeast by the Southerly line of Pearl Street (as now located); Southeast by the Northwesterly line of Deed Book 932, page 353; and Westerly by property described in Deed Book 1598, page 29, in the public records of Duval County, Florida.

## PARCEL 11:

A part of the DeWee's Grant, Section 38, Township 1 South, Range 29 East, Duval County, Florida, and being a part of the lands described in Deed Book 1187, page 117, Official Records Volume 3458, page 201, Official Records Volume 4061, page 26, and all those lands described in Official Records Volume 4131, page 373, Deed Book 1524, page 33, Official Records Volume 4124, page 389, current public records of said county, being more particularly described as follows:

For a point of reference, commence at the centerline intersection of Ocean Street, a 60-foot wide right of way, with Julia Street, a 40-foot wide right of way; thence South 61 degrees 27 minutes 01 seconds East along the centerline of said Julia Street, a distance of 764.98 feet; thence South 28 degrees 32 minutes 59 seconds West, a distance of 20.00 feet to the Northeasterly corner of Lot 6A, Block 4, Mayport, as shown on plat recorded in Plat Book 3, page 65, said current public records and the Point of Beginning; thence South 61 degrees 27 minutes 01 seconds East along an Easterly prolongation of the Southerly right of way line of said Julia Street, a distance of 136.35 feet to a line formed by the Southwesterly prolongation of the Northwesterly line of Lots 23 and 24, Block 1, of unrecorded plat of Ribault Park, as described in Official Records Volume 585, page 70, said public records; thence South 50 degrees 39 minutes 54 seconds West, a distance of 54.43 feet to the most Westerly corner of the lands described in Official Records Volume 4061, page 26, said current public records; thence North 32 degrees 48 minutes 48 seconds West, a distance of 15.79 feet; thence South 50 degrees 39 minutes 54 seconds West, a distance of 50.30 feet; thence South 32 degrees 48 minutes 48 seconds East, a distance of 14.95 feet to the most Northerly corner of the lands described in Official Records Volume 724, page 307, said current public records; thence South 50 degrees 39 minutes 54 seconds West, a distance of 100.60 feet to the most Northerly corner of the lands described in Deed Book 1155, page 372, said current public records; thence South 59 degrees 13 minutes 12 seconds West along the Northwesterly line of said lands, a distance of 24.16 feet to a point on a prolongation of the Northerly right of way line of Henry Street, a 40-foot right of way; thence North 61 degrees 27 minutes 25 seconds West along said right of way line, a distance of 45 feet to the most Southerly corner of Lot 6B, said Block 4; thence North 28 degrees 29 minutes 17 seconds East along the Southeasterly line of said Lots 6A and 6B, a distance of 210 feet to the Point of Beginning.

## PARCEL 12:

A part of the DeWee's Grant, Section 38, Township 1 South, Range 29 East, Duval County, Florida, and being that particular part of the lands described in Official Records Volume 4156, page 665, Official Records Volume 585, page 70, Deed Book 1448, page 137, Official Records Volume 3458, page 201, and Official Records Volume 1473, page 213, of the current public records of said county, being more particularly described as follows:

For a point of reference commence at the centerline intersection of Ocean Street, a 60-foot wide right of way, with Ferris Street, a 40-foot right of way; thence South 61 degrees 26 minutes 19 seconds East along the centerline of said Ferris Street, a distance of 869.70 feet; thence South 28 degrees 33 minutes 41 seconds West, a distance of 20.00 feet to the Northeasterly corner of Lot 7A, Block 5, Mayport, as shown on plat recorded in Plat Book 3, page 65, said current public records, and the Point of Beginning; thence South 61 degrees 26 minutes 19 seconds East along an Easterly prolongation of the Southerly right of way line of said Ferris Street, a distance of 135.60 feet to the Northwesterly line of Lots 23 and 24, Block 1, of unrecorded plat of Ribault Park as described in Official Records Volume 585, page 70, said public records; thence South 50 degrees 39 minutes 54 seconds West along said line and a Southwesterly prolongation thereof, a distance of 226.77 feet to a point on the prolongation of the Northerly right of way line of Julia Street, a 40-foot wide right of way; thence North 61 degrees 27 minutes 01 seconds West along said right of way line of Julia Street, a distance of 50.00 feet to the Southeasterly corner of Lot 7B, said Block 5; thence North 28 degrees 29 minutes 17 seconds East along the Easterly line of said Lots 7A and 7B, a distance of 210.00 feet to the Point of Beginning.

**PARCEL 13:**

**Mayport Colored Clinic Property, Lot 6A, Block 4, Mayport, according to plat thereof recorded in Plat Book 3, page 65, of the current public records of Duval County, Florida.**

Exec. 10-13-49

Filed 5-23-50 1:56 P M

Inst. 40 Deed

Clerk's No. 756188A #1

B. J. Strickland and Margaret Strickland, his wife,  
and William F. Strickland and Dorothy Kempa Strickland,  
his wife, all of Mayport, Fla.,

Deed

Book 1458 Page 3-8

to

Cons. \$1.000

Fernandina Port Authority, a body politic and corporate  
and a political subdivision located in Nassau Co,  
Fernandina, Fla.

State Stamps 10¢

Fed. Stamps

DESCRIPTION

Remise, release, quit claim and convey:

A tract of former submerged land in the Village of Mayport  
more particularly desc. as being bounded on the NE by the NWly  
prolongation of the NEly boundary of the right of way of Broad St,  
as same is shown on a map of Mayport recd in Plat Bk. 3 pg. 68, c.p.r.  
bounded on the SE by the r/w of Ocean St, as same is shown on the map of  
Mayport aforementioned and on the map of Daniels Addition to Mayport  
Plat Bk. 7 pg. 44, bounded on the SW by the NWly prolongation of the  
SWly boundary of the r/w of Broad St, as per plat aforementioned,  
and bounded on the W by the waters of the St. Johns River, the land  
thus desc. and conveyed con taining 0.42 acres, m/l .

B-1

items 5 and  
6

To have and to hold same, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, int., and claim whatsoever of sd. 1st parties, in law or in equity to the only proper use, benefit and behoof of the 2nd party, its successors and assigns forever, provided sd. land is used as the Hayport terminal and landing for a ferry to be operated across the St. Johns River between Hayport and Pilot Town, and should the operation of sd ferry and the use of sd. land as a ferry over ~~the~~ be permanently discontinued, the title to sd. land is then to revert to grantors, their heirs and assigns.

S. & B. 2 wits to each. Ack. 10-15-49, N.P. Seal. Com. Ex. 3-83-81





07-987.tif Introduced by the Council President at the request of the Mayor and the Jacksonville Port Authority and amended by the Transportation, Energy and Utilities Committee:

**ORDINANCE 2007-987-E**

AN ORDINANCE DECLARING AS SURPLUS TO THE NEEDS OF THE CITY OF JACKSONVILLE CERTAIN REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY RELATING TO THE OPERATION OF THE "MAYPORT FERRY" AS FOLLOWS: R.E. NUMBERS 168955-0000, 168964-0000, 168965-0000, 168967-0000, 168242-0000, 169052-0000, 168309-0000, 169309-0100, 169038-0000, 169070-0000, 168308-1000, 168214-0010 IN COUNCIL DISTRICT 11, TOGETHER WITH THE VESSELS NAMED "JEAN RIBAUT" AND "BLACKBEARD" AND ANY OTHER TANGIBLE PERSONAL PROPERTY RELATING TO THE MAYPORT FERRY OPERATIONS; FOR THE REAL ESTATE TRANSFER, WAIVING SECTION 122.422(D) (SALE OF PROPERTY THROUGH REAL ESTATE DIVISION; INVESTIGATION OF NEED; COUNCIL ACTION), *ORDINANCE CODE*; FOR THE TANGIBLE PROPERTY TRANSFER, WAIVING SECTIONS 122.811 (SALES OF TANGIBLE PERSONAL PROPERTY; PROHIBITION OF SALES TO CERTAIN PERSONS), AND 122.812 (SURPLUS, OBSOLETE AND WASTE SUPPLIES AND OTHER TANGIBLE PERSONAL PROPERTY), *ORDINANCE CODE*; AUTHORIZING THE MAYOR AND THE CORPORATION SECRETARY TO EXECUTE A DEED (INCLUDING COVENANTS AND RESTRICTIONS AND A REVERTER OF TITLE) TRANSFERRING TITLE TO THE REAL PROPERTY TO THE JACKSONVILLE PORT AUTHORITY ("JPA"), A BILL OF SALE TRANSFERRING TITLE TO THE TANGIBLE PERSONAL PROPERTY TO JPA, AND ANY AND ALL DOCUMENTS NECESSARY

1 TO CONVEY SAID REAL AND TANGIBLE PERSONAL PROPERTY  
2 TO THE JPA AT NO COST TO THE JPA (EXCEPT FOR JPA'S  
3 PAYMENT OF CLOSING COSTS); PROVIDING FOR COVENANTS  
4 AND RESTRICTIONS, AND A PARTIAL REVERTER OF TITLE,  
5 IN THE EVENT THE REAL PROPERTY AND TANGIBLE PERSONAL  
6 PROPERTY ARE NOT USED FOR OPERATING THE "MAYPORT  
7 FERRY" SERVICE; REQUESTING EMERGENCY PASSAGE; AND  
8 PROVIDING AN EFFECTIVE DATE.

9  
10 **WHEREAS**, the St. Johns River Ferry (also known as the "Mayport  
11 Ferry") is part of the Florida State Highway System as a  
12 transportation link on State Road A1A; and

13 **WHEREAS**, as a link on State Road A1A, the Mayport Ferry saves  
14 time and energy of travelers by reducing fuel costs associated with  
15 the twenty-six mile alternate route by land; and

16 **WHEREAS**, the Mayport Ferry has been in continuous operation  
17 since 1948 and is an integral part of Florida's growing ecotourism  
18 industry; and

19 **WHEREAS**, as a result of pending budget shortfalls, the City  
20 has asked the JPA to assume responsibility of operating the Mayport  
21 Ferry service; and

22 **WHEREAS**, on August 13, 2007, the JPA Board of Directors  
23 approved a resolution recommending that the City transfer the  
24 Mayport Ferry to JPA for future operation by JPA, such resolution  
25 being **attached hereto as Exhibit 1**; now therefore,

26 **BE IT ORDAINED** by the Council of the City of Jacksonville:

27 **Section 1. Declaration of Surplus.** The City hereby declares  
28 those certain parcels of real property known as R.E. Numbers  
29 168955-0000, 168964-0000, 168965-0000, 168967-0000, 168242-0000,  
30 169052-0000, 168309-0000, 169309-0100, 169038-0000, 169070-0000,  
31 168308-1000, 168214-0010 in Council District 11(collectively,

1 the "Real Property"), together with the vessels named "Jean  
2 Ribault" and "Blackbeard," and any other tangible personal property  
3 related to the operations of the "Mayport Ferry" service  
4 (collectively, the "Tangible Personal Property") to be surplus to  
5 the needs of the City of Jacksonville. A copy of the certificate  
6 from the Chief of Real Estate for the surplus of real property,  
7 required by Rule 3.102 (Preparation of Bills), is **attached hereto**  
8 **as Exhibit 2.**

9 **Section 2. Waiver of Chapter 122 and Disposition of Real**  
10 **Property Authorized.** The City hereby waives Section 122.422(d)  
11 (Sale of property through real estate division; investigation of  
12 need; council action), *Ordinance Code*; it being understood that  
13 Section 122.421(a), *Ordinance Code*, otherwise exempts the  
14 applicability of the provisions of Chapter 122, Subpart B, Section  
15 4, to transfers of real property to a local government agency such  
16 as JPA.

17 **Section 3. Waiver of Chapter 122 and Disposition of**  
18 **Tangible Personal Property Authorized.** The City hereby waives  
19 Sections 122.811 (Sales of tangible personal property; prohibition  
20 of sales to certain persons), 122.812 (Surplus, obsolete and waste  
21 supplies and other tangible personal property) of Part 8 of Chapter  
22 122, *Ordinance Code*, so as to permit the conveyance at no cost of  
23 the Tangible Personal Property without appraisal, and authorizes  
24 the Mayor and the Corporation Secretary to execute all documents  
25 necessary to convey the Tangible Personal Property to the JPA at no  
26 cost to JPA (except for JPA's payment of closing costs related to  
27 the transfer of the Tangible Personal Property), for the purpose of  
28 JPA causing the operation of the Mayport Ferry service as more  
29 fully set forth in this Ordinance.

30 **Section 4. Authorization of the Mayor and the Corporation**  
31 **Secretary to Execute Documents.** The Mayor (or his designee) and

1 Corporation Secretary are authorized to execute the documents  
2 necessary to convey the Real Property and the Tangible Personal  
3 Property relating to the Mayport Ferry to JPA (the "Documents"),  
4 pursuant to the terms described below:

5 A. The City will transfer to JPA the Real Property,  
6 including all structures and improvements located thereon, to  
7 the extent a title search of the Real Properties indicates  
8 that the City owns or has a property interest in the Real  
9 Properties.

10 B. The City will transfer to JPA title to the ferry  
11 boats "Jean Ribault" and "Blackbeard."

12 C. The City will transfer ownership to JPA of any and  
13 all other assets that support the Mayport Ferry operation,  
14 including, but not limited to all inventory, any spare parts,  
15 vessel equipment, storage tanks, the work barge, the support  
16 boat, the two hurricane mooring buoys, all shop equipment,  
17 office furniture, and supplies.

18 D. If the closing occurs on or before September 30,  
19 2007, then the City will assign to JPA that certain contract  
20 between the City and Hornblower Marine Services-Florida, Inc.  
21 dated November 5, 2002 for operation of the Mayport Ferry  
22 service; and at JPA's option, the City will assign any  
23 additional contracts, permits, relevant grant funding, plans  
24 and specifications and reports related to the Mayport Ferry  
25 operation.

26 E. Upon taking operational responsibility for the  
27 Mayport Ferry service, JPA reserves the right to make any  
28 changes it requires to the Mayport Ferry service. JPA agrees  
29 to provide a written report to the City no later than May 1 of  
30 each year (with the first report being due on or before May 1,  
31 2008) concerning the Mayport Ferry operations, together

1 with a notice of JPA's intention, if any, to diminish the  
2 level of service of the Mayport Ferry operations beyond the  
3 service levels set forth in **Exhibit 3 attached hereto**.

4 F. If any time prior to September 30, 2009 the JPA  
5 discontinues the operation of the Mayport Ferry, then all  
6 property, as enumerated in Section 1 and referred to  
7 collectively as "Real Property" together with the named  
8 vessels named "Jean Ribault" and "Blackbeard" and any other  
9 tangible personal property related to the operations of the  
10 "Mayport Ferry" service (collectively, the "Tangible Personal  
11 Property"), shall revert to the City of Jacksonville. If at  
12 any time, after October 1, 2009, the JPA determines that its  
13 continued operation of the Mayport Ferry service is negatively  
14 affecting JPA's ability to fulfill its mission, then JPA may  
15 subsequently elect to return to the City such of the Tangible  
16 Personal Property still owned by the JPA and the portion of  
17 the Real Property containing the ferry slips and such  
18 contiguous property as is necessary to operate the ferry  
19 identified as RE Numbers 168242 0000, 168964 0000, 168965  
20 0000, and 168967 0000 (the "Ferry Properties"), but JPA may  
21 retain the remaining properties without any reversion rights  
22 associated therewith.

23 G. The conveyances and assignments set forth in this  
24 Ordinance shall be made at no cost to JPA, except reasonable  
25 and customary closing costs, including, but not limited to all  
26 of the cost of the preparation of the conveyance documents,  
27 all recording costs and documentary stamps, the premium for an  
28 owner's title policy, the cost of any inspections, and the  
29 cost of surveys.

30 H. All assets described above shall be transferred free

1 and clear of all liens and encumbrances, but otherwise in  
2 their "as is" condition.

3 The Documents may include such additions, deletions and  
4 changes as may be reasonable, necessary and incidental for carrying  
5 out the purposes of this Ordinance, as may be acceptable to the  
6 Mayor, or his designee, with such inclusion and acceptance being  
7 evidenced by execution of the Documents by the Mayor or his  
8 designee. No modification to the Documents may increase the  
9 financial obligations or the liability to the City and any such  
10 modification shall be technical only and shall be subject to  
11 appropriate legal review and approval of the General Counsel, or  
12 his designee, and all other appropriate action required by law  
13 ("technical" is herein defined as including, but not limited to,  
14 legal descriptions and surveys, ingress and egress, easements and  
15 rights of way, schedule and scope of performance and development,  
16 design standards, access and site plan).

17 **Section 5. Covenants and Restrictions; Reverter.** Any  
18 deed of conveyance of the Ferry Properties and any bill of sale for  
19 the Tangible Personal Property that is the subject of this  
20 Ordinance shall also include language providing for covenants and  
21 restrictions whereby: (1) JPA shall operate the Mayport Ferry  
22 service on the Ferry Properties, and (2) JPA shall provide an annual  
23 report to the City concerning the Mayport Ferry operations  
24 (including any JPA notice of intention to diminish the level of  
25 service) on or before May 1 of each calendar year in form and  
26 content agreed to between the JPA and the City. The deed and bill  
27 of sale shall also provide for a reversion of title of the Ferry  
28 Properties and such of the Tangible Personal Property still owned  
29 by the JPA if: (3) JPA causes or permits the cessation of  
30 operations, or (4) JPA attempts to transfer, convey, sell or lease  
31 the Ferry Properties to a third party without the prior written

1 approval of the City of Jacksonville. For purposes of this  
2 Section, a management agreement or license for operating the  
3 Mayport Ferry service shall not be deemed a transfer, conveyance,  
4 sale or lease triggering the reverter clause.

5 **Section 6. Requesting Emergency Passage, Pursuant to**  
6 **Council Rules 4.901 Emergency.** Emergency passage is requested. The  
7 nature of the emergency is that the ordinance needs to be passed  
8 before September 30, 2007 to maintain ferry service after October  
9 1, 2007.

10 **Section 7. Effective Date.** This Ordinance shall become  
11 effective upon signature by the Mayor or upon becoming effective  
12 without the Mayor's signature.

13  
14 Form Approved:

15  
16           /s/ Margaret M. Sidman          

17 Office of General Counsel

18 Legislation prepared by: Juliana Rowland

19 G:\SHARED\LEGIS.CC\2007\ord\Mayport Ferry v05.doc