

RESOLUTION NO: 93 - 42

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE FROM FIRST BAPTIST CHURCH OF PALM VALLEY, INC.

LEASE FOR PROPERTY

WHEREAS, FIRST BAPTIST CHURCH OF PALM VALLEY, INC. has property available for development as a recreation site, and

WHEREAS, ST. JOHNS COUNTY, has a critical need for recreation land and facilities in the Northeast area of the county, and

WHEREAS, this property would help fulfill a need for recreation land.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, as follows:

Section 1. The above described lease, a copy of which is attached as Exhibit "A" and made a part hereof is hereby accepted by the Board of County Commissioner of St. Johns County, Florida.

Section 2. The County Administrator is instructed to execute the lease on behalf of the Board.

Approved on March 9, 1993.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: *Quinn Bobbavage*  
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: *Wenne Carter*  
Deputy Clerk



LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this \_\_\_\_\_ day of March, 1993, between FIRST BAPTIST CHURCH OF PALM VALLEY, INC., 1050 A1A South, P.O. Box 1457, Ponte Vedra, FL 32082, a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter called the Lessor, and the BOARD OF COUNTY COMMISSIONERS OF SAINT JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the Lessee,

W I T N E S S E T H

That the Lessor, for and in consideration of the covenants, agreements and rentals hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the terms and under the conditions hereinafter set out, those certain premises in Saint Johns County, Florida, described as follows:

See Attached Exhibit "A"

To have and to hold the said demised premises for a term commencing on the 17th day of March, 1993, to and including the 16th day of March, 2008. The lease may be extended for additional 15 year periods upon the mutual consent of both parties.

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described demised premises for the term set out in this lease and the Lessor acknowledges receipt from the Lessee of the sum of \$1.00 and other good and valuable considerations, for the lease term provided herein.

The Lessee shall use the demised premises for public park, recreational and/or cultural purposes and for no other purpose. Scheduling of events shall be coordinated with Lessor.

The Lessee shall have the right to make alterations of the said demised premises and to construct improvements on, under and over the said demised premises after coordination of plans with the Lessor. The Lessee shall maintain the demised premises in a clean, neat, orderly and useable condition at all times.

The Lessee will promptly pay all gas, water, electricity, sewerage, garbage and other utility expenses of every kind incurred in connection with the use of the said demised premises.

The Lessee shall pay all ad valorem taxes and governmental assessments levied upon the said demised premises during the term of the lease.

The demised premises and any improvements thereon shall be at the sole risk of the Lessee, who shall, to the extent allowed by law, hold the Lessor harmless for any injury, loss or damage to person or property occurring on the demised premises. The Lessor shall not be responsible for maintaining hazard or casualty insurance of any kind on the demised premises. Lessee shall name Lessor as an additional insured on its liability policy.

No assignment of this lease or sub-lease of the demised premises shall be made by Lessee.

These presents are upon the condition that, except as otherwise provided herein, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on Lessee's part is to be performed, and such breach or default shall continue for a period of six (6) months after receipt of written notice thereof from Lessor to Lessee, then the Lessor lawfully may immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and retake possession of the same as

its former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate, but without prejudice to any other remedy which might be available to Lessor. The waiver by the Lessor of any breach or default by the Lessee shall not be construed as a waiver of any subsequent breach of any subsequent duty or covenant imposed by this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed for the purpose herein expressed, the day and year first above written.

Signed, sealed and delivered in presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

FIRST BAPTIST CHURCH OF  
PALM VALLEY, INC.

By: \_\_\_\_\_  
Chairman, Board of Trustees

LESSOR

ST. JOHNS COUNTY

By: *Nicholas K. Heinger*  
County Administrator

Attest: *Paul-Bud-Markel*  
Clerk, Board of County  
Commissioners

(Official Seal)

LESSEE

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993 by James F. Richardson, Chairman Board of Trustees, of the First Baptist Church of Palm Valley Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

(NOTARY'S SEAL)

EXHIBIT "A"

A PART OF THE MOSES E. LEVY GRANT, SECTION 45, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID MOSES E. LEVY GRANT, SECTION 45, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PONTE VEDRA BYPASS ROAD (STATE ROAD A-1-A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 70'56'12" WEST ALONG SAID NORTHERLY LINE OF THE MOSES E. LEVY GRANT, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19'03'48" EAST, LEAVING SAID NORTHERLY LINE, A DISTANCE OF 360.00 FEET; THENCE SOUTH 39'26'12" WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 13'03'48" EAST, A DISTANCE OF 179.36 FEET; THENCE SOUTH 70'56'12" WEST ALONG A LINE TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID MOSES E. LEVY GRANT, SECTION 45, A DISTANCE OF 741.11 FEET; THENCE NORTH 41'25'30" WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 451.82 FEET; THENCE NORTH 10'34'55" WEST ALONG A WESTERLY LINE OF SAID MOSES E. LEVY GRANT, A DISTANCE OF 182.62 FEET; THENCE NORTH 70'56'12" EAST ALONG SAID NORTHERLY LINE OF THE MOSES E. LEVY GRANT, A DISTANCE OF 1002.87 FEET TO THE POINT OF BEGINNING.

CONTAINING BY MAP PREPARED BY NORTHEAST FLORIDA SURVEYORS, DATED FEBRUARY 12, 1993, 12.76 ACRES MORE OR LESS.

THERE IS ALSO GRANTED TO THE ABOVE DESCRIBED 12.76 ACRE PARCEL OF LAND THE FOLLOWING DESCRIBED INGRESS AND EGRESS EASEMENT; BEING A PART OF THE MOSES E. LEVY GRANT, SECTION 45 TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID MOSES E. LEVY GRANT, SECTION 45, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PONTE VEDRA BYPASS ROAD (STATE ROAD A-1-A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 50'53'20" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 47.08 FEET; THENCE SOUTH 70'56'12" WEST, A DISTANCE OF 264.83 FEET; THENCE NORTH 19'03'48" WEST ALONG A LINE TO ITS INTERSECTION WITH SAID NORTHERLY LINE OF THE MOSES E. LEVY GRANT, SECTION 45, A DISTANCE OF 40.00 FEET; THENCE NORTH 70'56'12" EAST ALONG SAID NORTHERLY LINE OF THE MOSES E. LEVY GRANT, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.23 ACRES MORE OR LESS