

RESOLUTION NO. 2008- 320

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE 1ST AMENDMENT TO THE LEASE AGREEMENT BETWEEN CROSS WATER COMMUNITY CHURCH FORMERLY KNOWN AS NEW BEGINNINGS BAPTIST CHURCH AND ST. JOHNS COUNTY EXTENDING THE LEASE TERM 60 DAYS.

RECITALS

WHEREAS, the County entered into a Purchase and Sale Agreement with New Beginnings Baptist Church of Ponte Vedra, Inc. for approximately 19 acres of property needed as a public park which was approved by Resolution No. 2004-238 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, a Lease Agreement was executed on the day of closing by New Beginnings Baptist Church attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, a 1st Amendment to Lease Agreement has been executed by Cross Water Community Church formerly known as New Beginnings Baptist Church requesting an extension to the Lease an additional 60 days adjusting the new termination date of lease to be January 15, 2009, all other provisions and terms remain the same within the Lease Agreement, attached hereto as Exhibit "C", incorporated by reference and made a part hereof.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the 1st Amendment to Lease Agreement and authorizes the County Administrator to execute the 1st Amendment.

Section 3. All other provisions and agreements of the Lease shall remain the same applicable and enforceable terms.

Section 4. The Clerk of Circuit Court is instructed to record the original 1st Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of November, 2008.

BOARD OF COUNTY
COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland
By: Pam Halterman
Deputy Clerk

RENDITION DATE 11/18/08

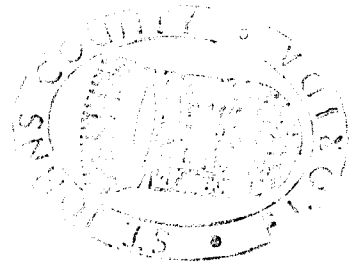


EXHIBIT "A" TO RESOLUTION

RESOLUTION NO. 2004- 238

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CERTAIN PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY KNOWN AS CORNERSTONE PARK.

RECITALS

WHEREAS, because of the proposed relocation of the New Beginnings Baptist Church and their request for bids from developers and others for their property as shown on the map in the Purchase and Sale Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the property is approximately 19 acres and St. Johns County has leased the back 13 acres since 1993 for an active recreation park with ball fields;

WHEREAS, the front 6 acres where the church and educational buildings are located could be used for a future Annex and community building; and

WHEREAS, an appraisal performed by Crenshaw Williams Appraisal Company was completed July 7, 2004 with an appraised value of \$9,000,000. for the 19.12+/- acres; and

WHEREAS, adoption of this Resolution will enable County staff to formally present this offer of \$8,900,000. and it is in the best interest of the County to acquire this property for the citizens in this area.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and authorizes the County Administrator to execute the Purchase and Sale Agreement and formally present this offer to New Beginnings Baptist Church.

Section 3. The Clerk is instructed to file the original Purchase and Sale Agreement.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 

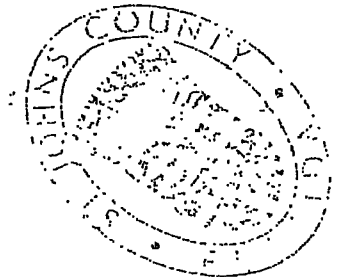
Karen R. Stern, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 9-17-04



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of September 30, 2004, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Buyer") and **NEW BEGINNINGS BAPTIST CHURCH OF PONTE VEDRA, INC.**, a Florida non-profit corporation, whose address is P.O. Box 309, Ponte Vedra Beach, Florida 32004 ("Seller").

WITNESSETH:

WHEREAS, the County is desirous of purchasing property owned by the Seller and Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of approximately 19 acres for a public park. The property is shown in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

WHEREAS, as a consequence of this Purchase and Sale Agreement, the Seller shall be required to relocate its facilities and church building to a substitute property not yet under contract, and

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price and Deposit.

(a) The purchase price ("Purchase Price") is \$8,900,000.00 for the property needed for the public park. The Purchase Price shall be paid as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
(i) Deposit	30 days after approval of this Purchase and Sale Agreement by the Board of County Commissioners	\$800,000.00
(ii) Cash to Close	Closing Day	\$8,100,000.00
TOTAL PURCHASE PRICE		\$8,900,000.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Seller agrees to take all reasonable action to obtain within 60 days from the effective date, a title guarantee commitment ("Commitment") issued by Stewart Title Insurance Company, Bartlett & Deal, P.A. as authorized agent therefore ("Title Company") agreeing to issue to Buyer, upon recording the Deed an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

- (i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;
- (ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;
- (iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 business day after Buyer's receipt of the Commitment if the Commitment cannot be obtained or it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect and such defect is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement and receiving a return of the Deposit.

3. Identity and Obligation of Escrow Agent.

(a) STEWART TITLE GUARANTY COMPANY, 219 Newnan Street, Suite 200, Jacksonville, Florida 32202, shall be Escrow Agent; at no additional charge to Seller or Buyer with the law firm of Bartlett & Deal, P.A. its issuing agent. Escrow Agent shall open a separate interest bearing escrow account and any interest accruing on the deposit shall be applied to the purchase price.

(b) If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or any other monies or documents which it holds or as to whom such Deposit, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all the parties having an interest in such dispute directing the disposition of same, or in the absence of such authorization, Escrow Agent may hold such Deposit, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but not

required to, bring an appropriate interpleader action or proceeding for leave to deposit such Deposit, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Deposit, monies or documents which Escrow Agent holds, in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder.

In the event Escrow Agent places the Deposit, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

4. Closing. The parties hereto acknowledge and agree to close in the offices of the Seller's counsel (to wit: Baron L. Bartlett, Esq., Bartlett & Deal, P.A.) within twelve (12) months from the date of this Agreement unless otherwise extended herein ("Closing Date"). Buyer or Seller can extend the Closing Date for an additional six months with thirty (30) days notice. TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2004 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a special warranty deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Escrow Agent shall deliver the Deposit and Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment, the cost of recording the deed (including documentary stamp tax), and all of the expenses in connection with recording fees. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer shall have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 business days after Buyer's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Condition of Property and Buyer's Right of Inspection. Buyer, at Buyer's sole expense, shall have the right for 150 days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests or assessments including but not limited to Phase I Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. Such notice of termination must be given on or before the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then may terminate this Agreement (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
14. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.
15. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
16. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.
17. Time. Time is of the essence of all provisions of this Agreement.
18. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.
19. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Seller: NEW BEGINNINGS BAPTIST CHURCH
P.O. Box 309
Ponte Vedra Beach, FL 32004

Buyer: St. Johns County
Ben W. Adams, Jr., County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32095

Escrow Agent: Stewart Title Guaranty Company

219 Newnan Street, Suite 200
Jacksonville, Florida 32202

With copy to:
Baron L. Bartlett, Esq.
Bartlett & Deal, P.A.
135 Professional Drive, Suite 101
Ponte Vedra Beach, FL 32082

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted

22. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

23. Effective Date: The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

24. Funding Source. The funding source for this project will be Sales Tax Revenue Bonds Series #2004A. Should funds not be available from this source this Agreement shall automatically terminate. St. Johns County shall use its reasonable and best efforts to obtain the Sales Tax Revenue Bond necessary to complete this transaction within the feasibility term (to wit: 90 days). Buyer shall, at such time, release and relieve this contingency by providing evidence directly to Seller that this funding source has been obtained.

25. Lease Back Provision. The Buyer agrees to lease to the Seller the Church and Educational buildings with appropriate parking for a period of two (2) years from the Closing Date for \$1.00 per year. The Seller agrees, at its expense to keep and maintain the buildings and premises in good sanitary and neat order, condition and repair and make all repairs, replacements or renewals of any kind to the premises that are required. Seller agrees to pay for all utilities used in connection with the premises and to maintain liability insurance in the amount of One million (\$1,000,000) dollars and name the Buyer as additional insured. The Seller agrees to maintain hazard and flood insurance on the buildings in an amount not less than the full replacement value of such improvements. The Seller agrees to enter into a Lease Agreement at Closing (acceptable to both parties) that will more fully describe the responsibilities and obligations (including the above provisions) of the Buyer and Seller. During the feasibility term, counsel for both parties shall complete and agree on said Lease Document.

26. Seller Contingency. Notwithstanding any other provision in this Purchase and Sale Agreement, the parties agree that this Agreement can be cancelled by the Seller without penalty if the Seller cannot purchase or lease a suitable new location for its ministerial purposes within the feasibility time frame contemplated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

Signed, Sealed and Delivered
In the presence of:

Greg Bennett
Print Name: Greg Bennett

Lacie E. Kues
Print Name: Lacie E. Kues

Laura S. Saylor
Print Name: Laura S. Saylor

Sarah Cone
Print Name: Sarah Cone

Print Name: _____

Print Name: _____

SELLER:
NEW BEGINNINGS BAPTIST
CHURCH
OF PONTE VEDRA, INC.,
A Florida non-profit corporation

By: *Leon R. Smith* (Leon R. Smith)
Gary Carpenter (Gary Carpenter)
C.E. Powell Jr. C.E. POWELL JR.
Title: Trustees
Date: 9-15-04

BUYER:
ST. JOHNS COUNTY, FLORIDA

By: *Ben W. Adams, Jr.*
Ben W. Adams, Jr.
Title: County Administrator
Date: 30 Sept 04

ESCROW AGENT:
Bartlett & Deal, P.A.

By: _____

Title: _____

Date: _____

EXHIBIT "A"

PARCEL "A"

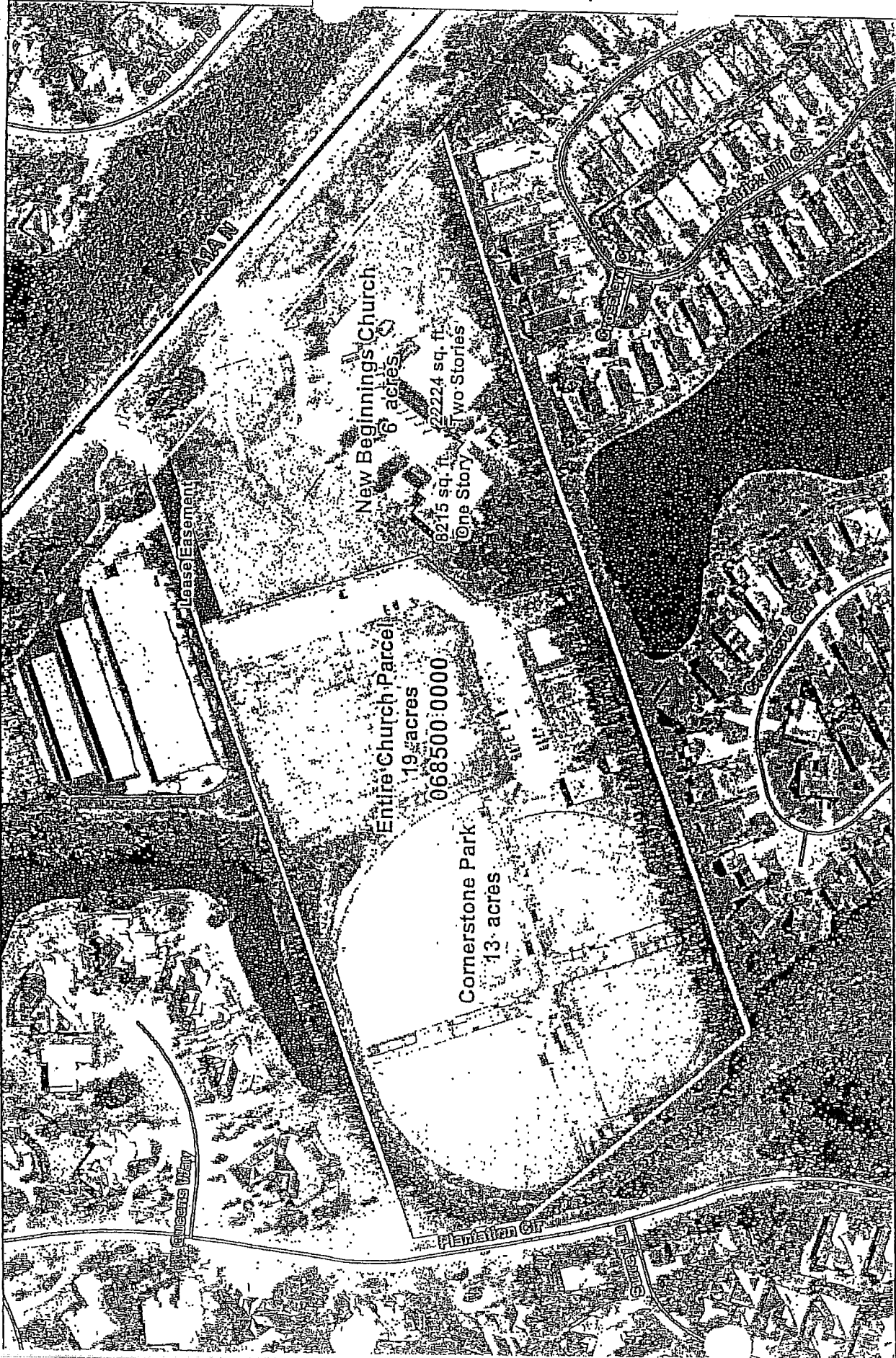
A part of the Moses E. Levy Grant, Section 45, Township 4 South, Range 29 East, St. Johns County, Florida, more particularly described as follows:

For a point of beginning, commence at the intersection of the North line of said Moses E. Levy Grant with the Southwesterly right of way line of Ponte Vedra Bypass Road (State Road A-1-A); thence South 50 degrees 53 minutes 20 seconds East, along said Southwesterly right of way line of Ponte Vedra Bypass Road, a distance of 352.18 feet; thence South 70 degrees 56 minutes 12 seconds West parallel with said North line of Moses E. Levy Grant, a distance of 1406.73 feet to the Westerly line of said Moses E. Levy Grant, the same being the Easterly line of Section 10; thence North 41 degrees 25 minutes 30 seconds West, along said Westerly line of Moses E. Levy Grant, a distance of 128.25 feet; thence North 10 degrees 34 minutes 55 seconds West along said Westerly line of Moses E. Levy Grant a distance of 182.62 feet to the North line of said Moses E. Levy Grant; thence North 70 degrees 56 minutes 12 seconds East, along said North line of Moses E. Levy Grant and along the South line of Government lots 9 and 10 of said Section 10, a distance of 1242.87 feet to the point of beginning. The above described land is also known as the North 300 feet of the Moses E. Levy Grant Section 45, Township 4 South, Range 29 East, lying West of Ponte Vedra Bypass Road.

PARCEL "B"

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 North line of said Moses E. Levy Grant with the Southwesterly right of way line of Ponte Vedra Bypass Road (State Road A-1-A); thence South 50 degrees 53 minutes 20 seconds East along said Southwesterly right of way line of Ponte Vedra Bypass Road a distance of 352.18 feet to the point of beginning; thence continue South 50 degrees 53 minutes 20 seconds East along said Southwesterly right of way line of Ponte Vedra Bypass Road, a distance of 352.18 feet; thence South 70 degrees 56 minutes 12 seconds West, parallel with the North line of said Moses E. Levy Grant, a distance of 1469.35 feet to the Westerly line of said Moses E. Levy Grant, being the Easterly line of Section 10; thence North 41 degrees 25 minutes 30 seconds West, along said Westerly line of Moses E. Levy Grant, a distance of 323.57 feet; thence North 70 degrees 56 minutes 12 seconds East, parallel with said North line of Moses E. Levy Grant, a distance of 1406.73 feet to the point of beginning. The above described land is also known as the South 300 feet of the North 600 feet of the Moses E. Levy Grant, Section 45, Township 4 South, Range 29 East, lying West of Ponte Vedra Bypass Road.

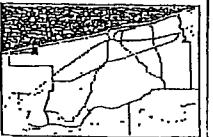


DISCLAIMER
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.



Cornerstone Park/New Beginnings Church Parcel

St. Johns County
 Real Estate Division
 (904) 829-2745
 August 30, 2004



LEASE

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Landlord") and **New Beginnings Baptist Church of Ponte Vedra, Inc.**, a Florida non-profit corporation, P.O. Box 309, Ponte Vedra Beach, Florida 32004 as ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: 15th day of November 2006

(B) NAME and ADDRESS OF LANDLORD:

**St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32084**

(C) NAME OF TENANT and ADDRESS OF TENANT:

**New Beginnings Baptist Church of Ponte Vedra, Inc.
P.O. Box 309
Ponte Vedra Beach, Florida 32004**

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively by New Beginnings Baptist Church of Ponte Vedra, Inc. for pastoral and education functions related to church and a day care facility located within the confines of the church site.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 1050 AIA North, Ponte Vedra Beach, Florida 32082. Said Premises contain approximately 17,336 square foot church facility and a 7,550 square foot day care facility.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the 15th day of November, 2006 and expires midnight on the 14th day November, 2008.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for two (2) years beginning on November 15, 2006 and expiring twenty four (24) months from November 15, 2006.

Section 1.06: CONDITION OF PREMISES

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.07: RENT.

Rent for the Lease Term, there shall be \$1.00 fee per year for the duration of the leasing period.

Section 1.08: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

**ARTICLE 2
LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, to **New Beginnings Baptist Church of Ponte Vedra, Inc.**

Section 2.02: USE OF COMMON AREAS.

Tenant and its officers, agents, employees, clients, invitee and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitees and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

\$1.00 per year is being charged by St. Johns County to Tenant. This County site is being used as a Church, educational and day care facility.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all utilities used or consumed in the Premises.

**ARTICLE 5
MAINTENANCE OPERATION AND REPAIR**

Section 5.01 MAINTENANCE BY LANDLORD.

Landlord shall maintain the Baseball Park and Park grounds. See 5.02 for maintenance and repairs of buildings occupied by New Beginnings Baptist Church, of Ponte Vedra, Inc.

Section 5.02 MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, agrees at its expense to keep and maintain the buildings and premises in good sanitary and neat order, condition and repair and to make repairs, replacements or renewals of any kind, including electrical, mechanical, and plumbing repairs to the premises that are required. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

Section 5.06: EXTERIOR AND INTERIOR CLEANING OF STRUCTURE.

Tenant shall incur the cost of all general and deep exterior and interior cleaning of said building for the duration of the lease.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and will maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas in the amount of \$1,000,000.00. The Landlord shall be named as an additional insured on the Tenant's liability policy. The Tenant agrees to maintain hazard and flood insurance on the buildings in an amount not less than the full replacement value of such improvements. Landlord shall be named as additional insured.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability insurance covering the building. Tenant shall be named as additional insured on the county's liability policy, but only for the counties negligence. Nothing listed herein is intended to change, modify or waive the sovereign immunity provisions as outlined in Section 768.28 of the Florida Statutes.

Section 6.03: CERTIFICATES OF INSURANCE.

Tenant shall produce to Landlord two Certificates of Insurance. One certificate shall certify the property insurance and the other certificate shall certify the liability policy naming the County as additional insured.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: LANDLORD'S WORK.

Upon an Occurrence, Landlord is relieved of any liability related to replacement or repair of work to the structures and or improvements of the area occupied by the Church for the duration of the Lease. Tenant shall be responsible for the cost of replacement or repair of said structures for the duration of the Lease. Tenant shall insure the structures so that the improvements and or replacement will be constructed in a timely manner.

**ARTICLE 8
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 8.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.
Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities have been approved by and have received written permission of the County.

**ARTICLE 9
HAZARDOUS SUBSTANCES**

Section 9.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

(b) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA "); or (ii) determined to be hazardous, toxic, a pollutant or contaminant under Federal or Florida law, rule, regulation or judicial or administrative order or decision, as the same may be amended from time to time.

**ARTICLE 10
MISCELLANEOUS**

Section 10.01: SEVERABILITY.

In the event any provision of the Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.02 EXECUTION IN COUNTERPARTS.

This Lease may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 10.03 CAPTIONS.

The captions and headings in this Lease are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Laura S. Taylor
Print Witness Name: Laura S. Taylor

Sarah C. Taylor
Print Witness Name: Sarah C. Taylor

Landlord:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

BY: Ben W. Adams
Ben W. Adams, County Administrator

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

Tenant:
**New Beginnings Baptist Church of
Ponte Vedra, Inc.**

BY: Gary Carpenter
Trustee

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

BY: [Signature]

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

By: Cooper Powell
Trustee

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

By: William David
Trustee

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

By: Todd McVay
Todd McVay, Vice President

1ST AMENDMENT TO LEASE AGREEMENT

THIS 1ST AMENDMENT TO LEASE AGREEMENT ("1st Amendment") by and Between **Cross Water Community Church, formally known as New Beginnings Baptist Church**, whose address is 1050 Highway A1A, Ponte Vedra, Florida 32082, as ("Tenant") and **St. Johns County, Florida** a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway St. Augustine, Florida 32084 as ("Owner")

Recitals

WHEREAS, on September 15, 2004 per Resolution No. 2004-238 the Board of County Commissioners of St. Johns County Florida, approved of the terms of a Purchase and Sale Agreement which included a Lease Back Provision in the Purchase and Sale Agreement which leases the buildings on site back to the Church for a period of two years, a copy of the Lease is attached here to as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, due to construction delay's Cross Water Community Church formally known as New Beginnings Baptist Church is requesting an extension to the Lease an additional 60 days beyond the expiration date of November 15, 2008 hereby extending the termination date of the Lease to be January 15, 2009; and

WHEREAS, all other provisions and terms of Lease remain the same.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference and made a part hereof.

Section 2. The Board of County Commissioners hereby approves the terms of this 1st Amendment to Lease and authorizes the County Administrator to execute this 1st Amendment.

Section 3. All remaining provisions of the Original Lease shall remain the same applicable and enforceable terms.

Section 4. The Clerk of the Circuit Court is instructed to record the original 1st Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2008.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

[Signature]
Print Witness Name David T Brown

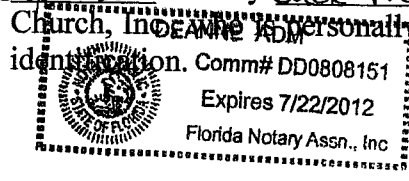
[Signature]
Print Witness Name Nick YARBOROUGH

Tenant
Crosswater Community Church, Inc.

By: [Signature]
Trustee JACK MILLWOOD

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3rd day of September 2008 by Jack Millwood Trustee of Crosswater Community Church, Inc. DEANNE J. SMITH personally known to me or has produced _____ as



[Signature]
Notary Public, State of Florida
My Commission Expires 7/22/2012

Print Witness Name _____

Print Witness Name _____

LANDLORD:
St. Johns County, a political subdivision of the State of Florida

By _____
Michael D. Wanchick
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____ 2008, by Michael D. Wanchick as County Administrator of St. Johns County who is personally known to me.

Notary Public, State of Florida
Florida
My Commission
Expires _____

EXHIBIT "A" TO 1ST AMENDMENT TO LEASE

LEASE

THIS LEASE, made and executed by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 ("Landlord") and **New Beginnings Baptist Church of Ponte Vedra, Inc.**, a Florida non-profit corporation, P.O. Box 309, Ponte Vedra Beach, Florida 32004 as ("Tenant").

IN CONSIDERATION of the respective covenants and agreements of the parties contained herein, the Landlord does hereby lease to the Tenant the described Premises, Other Areas and Common Areas, all in the manner and pursuant to the terms and conditions described herein,

**ARTICLE 1
BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01: Parties.

(A) DATE OF LEASE: 15th day of November 2006

(B) NAME and ADDRESS OF LANDLORD:

**St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, Florida 32084**

(C) NAME OF TENANT and ADDRESS OF TENANT:

**New Beginnings Baptist Church of Ponte Vedra, Inc.
P.O. Box 309
Ponte Vedra Beach, Florida 32004**

Section 1.02: PERMITTED USE.

The property leased hereby shall be used solely and exclusively by New Beginnings Baptist Church of Ponte Vedra, Inc. for pastoral and education functions related to church and a day care facility located within the confines of the church site.

Section 1.03: THE PREMISES.

The Premises shall consist of the building located at 1050 AIA North, Ponte Vedra Beach, Florida 32082. Said Premises contain approximately 17,336 square foot church facility and a 7,550 square foot day care facility.

Section 1.04: COMMENCEMENT DATE.

The Lease Term begins on the 15th day of November, 2006 and expires midnight on the 14th day November, 2008.

Section 1.05: SCHEDULED LEASE TERM.

The term of this Lease shall be for two (2) years beginning on November 15, 2006 and expiring twenty four (24) months from November 15, 2006.

Section 1.06: CONDITION OF PREMISES

The Tenant will take possession of the Premises without further improvement by the Landlord. Any further improvements required for the Tenant's occupancy and use of the Premises may be made in accordance with the terms of this Lease and at the Tenant's sole expense.

Section 1.07: RENT.

Rent for the Lease Term, there shall be \$1.00 fee per year for the duration of the leasing period.

Section 1.08: COVENANT OF OWNERSHIP.

Landlord covenants to Tenant that Landlord owns the building in fee simple title and has full authority to enter into this Lease.

ARTICLE 2

LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT

Section 2.01: DEMISE.

In consideration of the Rent and the covenants and agreements contained in this Lease, Landlord leases the Premises, to **New Beginnings Baptist Church of Ponte Vedra, Inc.**

Section 2.02: USE OF COMMON AREAS.

Tenant and its officers, agents, employees, clients, invitee and customers may use the Common Areas with others subject, however, to the terms and conditions of this Lease and to the Rules and Regulations reasonably adopted by the Landlord, which Rules and Regulations shall not unreasonably restrict the use of such Common Areas by the Tenant and its officers, agents, employees, clients, invitees and customers. The Common Areas shall be maintained by Landlord.

Section 2.03: QUIET ENJOYMENT.

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations hereunder, Tenant, subject to the provisions hereof, may peacefully and quietly have, hold, use and enjoy the Premises, the Other Areas and may use and enjoy the Common Areas throughout the Lease term without interference by Landlord.

**ARTICLE 3
TENANT'S OBLIGATION TO PAY RENT**

Section 3.01: OBLIGATION TO PAY RENT.

\$1.00 per year is being charged by St. Johns County to Tenant. This County site is being used as a Church, educational and day care facility.

**ARTICLE 4
UTILITIES**

Section 4.01: PARTIES' RESPECTIVE OBLIGATIONS.

Tenant shall contract and pay for all utilities used or consumed in the Premises.

**ARTICLE 5
MAINTENANCE OPERATION AND REPAIR**

Section 5.01 MAINTENANCE BY LANDLORD.

Landlord shall maintain the Baseball Park and Park grounds. See 5.02 for maintenance and repairs of buildings occupied by New Beginnings Baptist Church, of Ponte Vedra, Inc.

Section 5.02 MAINTENANCE BY TENANT.

Except for Landlord's maintenance responsibilities as provided in Section 5.01, Tenant, at Tenant's expense, agrees at its expense to keep and maintain the buildings and premises in good sanitary and neat order, condition and repair and to make repairs, replacements or renewals of any kind, including electrical, mechanical, and plumbing repairs to the premises that are required. If Tenant fails to do so, Landlord, after notice, may perform these duties, and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days request.

Section 5.03: SIGNS AWNINGS AND CANOPIES.

Tenant shall maintain its signs, decorations, lettering and advertising material in good condition and repair.

Section 5.04: LIENS.

No encumbrances, charges or liens against the property shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section.

Section 5.05: SURRENDER OF PREMISES.

Upon termination of this Lease, Tenant shall surrender the Premises in the same condition as the Commencement Date, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

Section 5.06: EXTERIOR AND INTERIOR CLEANING OF STRUCTURE.

Tenant shall incur the cost of all general and deep exterior and interior cleaning of said building for the duration of the lease.

**ARTICLE 6
INSURANCE**

Section 6.01: TENANT'S COVERAGE.

Tenant shall be responsible for insuring its personal property on the Premises and will maintain, at its expense, comprehensive or commercial general liability insurance for the Premises, Other Areas and/or Common Areas in the amount of \$1,000,000.00. The Landlord shall be named as an additional insured on the Tenant's liability policy. The Tenant agrees to maintain hazard and flood insurance on the buildings in an amount not less than the full replacement value of such improvements. Landlord shall be named as additional insured.

Section 6.02: LANDLORD'S COVERAGE.

Landlord shall maintain adequate liability insurance covering the building. Tenant shall be named as additional insured on the county's liability policy, but only for the counties negligence. Nothing listed herein is intended to change, modify or waive the sovereign immunity provisions as outlined in Section 768.28 of the Florida Statutes.

Section 6.03: CERTIFICATES OF INSURANCE.

Tenant shall produce to Landlord two Certificates of Insurance. One certificate shall certify the property insurance and the other certificate shall certify the liability policy naming the County as additional insured.

**ARTICLE 7
DAMAGE AND DESTRUCTION**

Section 7.01: LANDLORD'S WORK.

Upon an Occurrence, Landlord is relieved of any liability related to replacement or repair of work to the structures and or improvements of the area occupied by the Church for the duration of the Lease. Tenant shall be responsible for the cost of replacement or repair of said structures for the duration of the Lease. Tenant shall insure the structures so that the improvements and or replacement will be constructed in a timely manner.

**ARTICLE 8
ASSIGNMENT AND SUBLETTING/RENTAL**

Section 8.01: COVENANT NOT TO ASSIGN OR SUBLET WITHOUT CONSENT.

Tenant covenants that it will not rent, lease or otherwise allow occupancy of the premises to persons or entities other than the parties hereto unless such persons or entities have been approved by and have received written permission of the County.

**ARTICLE 9
HAZARDOUS SUBSTANCES**

Section 9.01: HAZARDOUS SUBSTANCES.

(a) Neither Tenant, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any unlawful quantity or concentration of a Hazardous Substance on or from the Premises, or any part thereof, unless the manufacturing, treatment, use, storage, disposal, or release of such hazardous substance is approved in writing by Landlord.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

Laura S. Taylor
Print Witness Name: Laura S. Taylor

Sarah C. Taylor
Print Witness Name: Sarah C. Taylor

Landlord:
ST. JOHNS COUNTY, a Political
Subdivision of the State of Florida

BY: Ben W. Adams
Ben W. Adams, County Administrator

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

Stephanie Burch
Print Witness Name: Stephanie Burch

Tenant:
**New Beginnings Baptist Church of
Ponte Vedra, Inc.**

BY: Gary Carpenter
Trustee

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

BY: [Signature]
Trustee

Stephanie Burch
Print Witness Name: Stephanie Burch

By: Col Powell
Trustee

Stephanie Burch
Print Witness Name: Stephanie Burch

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

By: William David
Trustee

Stephanie Burch
Print Witness Name: Stephanie Burch

Blake F. Deal, III
Print Witness Name: Blake F. Deal, III

By: Todd McVay
Todd McVay, Vice President

Stephanie Burch
Print Witness Name: Stephanie Burch

1ST AMENDMENT TO LEASE AGREEMENT

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Recitals

WHEREAS, on September 15, 2004 per Resolution No. 2004-238 the Board of County Commissioners of St. Johns County Florida, approved of the terms of a Purchase and Sale Agreement which included a Lease Back Provision in the Purchase and Sale Agreement which leases the buildings on site back to the Church for a period of two years, a copy of the Lease is attached here to as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, due to construction delay's Cross Water Community Church formally known as New Beginnings Baptist Church is requesting an extension to the Lease an additional 60 days beyond the expiration date of November 15, 2008 hereby extending the termination date of the Lease to be January 15, 2009; and

WHEREAS, all other provisions and terms of Lease remain the same.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. The above recitals are incorporated by reference and made a part hereof.

Section 2. The Board of County Commissioners hereby approves the terms of this 1st Amendment to Lease and authorizes the County Administrator to execute this 1st Amendment.

Section 3. All remaining provisions of the Original Lease shall remain the same applicable and enforceable terms.

Section 4. The Clerk of the Circuit Court is instructed to record the original 1st Amendment to Lease in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of _____, 2008.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

Tenant
Crosswater Community Church, Inc.

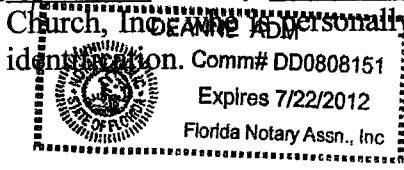
[Signature]
Print Witness Name David T Brown

By: [Signature]
Trustee JACK MILLWOOD

Print Witness Name Nick YARBOROUGH

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3rd day of September 2008 by Jack Millwood Trustee of Crosswater Community Church, Inc. DEANNE ADM personally known to me or has produced _____ as



[Signature]
Notary Public, State of Florida
My Commission Expires 7/22/2012

Print Witness Name _____

LANDLORD:
St. Johns County, a political subdivision of the State of Florida

Print Witness Name _____

By _____
Michael D. Wanchick
County Administrator

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____ 2008, by Michael D. Wanchick as County Administrator of St. Johns County who is personally known to me.

Notary Public, State of Florida
Florida
My Commission
Expires _____

AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

September 30, 2008

BCC MEETING DATE

TO: Michael D. Wanchick, County Administrator **DATE:** August 14, 2008

FROM: Mary Ann Blount, Director Land Management Systems **PHONE:** 209-0762

SUBJECT OR TITLE: Resolution approving the terms and authorizing the County Administrator to execute the 1st Amendment to the Lease Agreement an additional 60 days giving Cross Water Community Church formally known as New Beginnings Baptist Church additional time due to Construction delays on their new Church facility.

Legal Review

<u> </u> BUSINESS ITEM	<u> </u> BONDS	<u> </u> PUBLIC HEARING	<u> </u> ORDINANCE	()
<u> x </u> CONSENT AGENDA	<u> </u> APPOINTMENTS	<u> </u> BID AWARD	<u> x </u> RESOLUTION	() MAH
<u> </u> WORKSHOP	<u> </u> REPORT	<u> </u> EX PARTE COMMUNICATIONS	<u> </u> CONTRACT	()
			<u> </u> BONDS	()

BACKGROUND INFORMATION: (Attach additional pages if necessary)

On September 15, 2004 per Resolution No. 2004-238 the Board of County Commissioners of St. Johns County, Florida approved the terms of a Purchase and Sale Agreement to purchase approximately 19 acres of property needed as a public park. The Purchase and Sale Agreement included a lease back provision in which the County agreed to Lease back the buildings to New Beginning Baptist Church now known as Cross Water Community Church for a two year period while their new church facility is being built. Due to construction time delays the Church is requesting a 60 day extension to the Lease. All other provisions in the Lease remain the same.

It is in the best interest of the citizens in the area to extend this Lease giving the Church additional time to move to their new location.

1. IS FUNDING REQUIRED? YES x NO 2. IF YES, INDICATE IF BUDGETED YES x NO

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED OMB REVIEW ()

INDICATE FUNDING SOURCE - LIST ACCOUNT TITLE & NUMBER:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to Adopt Resolution 2008-_____ approving the terms and authorizing the County Administrator to execute the 1st Amendment to the Lease Agreement an additional 60 days giving Cross Water Community Church formally known as New Beginnings Baptist Church additional time due to construction delays on their new Church facility.