

**LEASE AGREEMENT FOR A PUBLIC PARK  
BETWEEN ALACHUA COUNTY &  
ST PETERS BAPTIST CHURCH, #13865**

This Lease Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners, as Lessee (“County”) and The Trustees of St. Peters Baptist Church, a Florida unincorporated church whose address is 17026 SW 83<sup>rd</sup> Avenue, Archer, Florida 32618, as Lessor (“Owner”), collectively referred to as the “Parties”.

**WITNESSETH**

**WHEREAS**, the Owner owns and has title to certain vacant real property located in Archer, Alachua County, Florida, more particularly described in **Exhibit “A”**, identified as parcel number 04584-005-000 (the “Property”); and

**WHEREAS**, the Owner has offered the County use of the Property for a public park; and

**WHEREAS**, the County owns or operates real property designated by the Alachua County Board of County Commissioners as parks; and

**WHEREAS**, the mission of the Parks & Open Space Department of the Alachua County is to provide safe, well-maintained parks and open spaces to create fun, memorable experiences that enhance the quality of life, as well as healthy minds and bodies, for all people; and

**WHEREAS**, the Board of County Commissioners of Alachua County (“Board”) approved the Alachua County Parks & Open Space Master Plan on June 27, 2023, and considered a future active park amenities at or near the Property; and

**WHEREAS**, entry of this Agreement promotes public health, safety and welfare and promotes a public purpose; and

**WHEREAS**, the Owner has the right, power and legal authority to enter into this Agreement and grant the rights to the County as provided for herein.

**NOW, THEREFORE** in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the Parties hereto as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Term.** This Agreement shall be effective when executed by the last Party to sign below (“effective date”) and is effective for a period of 30 years from the effective date, unless earlier terminated as provided herein. Upon written amendment, the Parties may renew the term of this Agreement.
3. **Agreement.**
  - A. **Property.** The Owner hereby agrees to lease to Alachua County the real property located in Archer, Alachua County, Florida which is approximately 2 acres in size that is as of the effective date owned by the Owner and is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein (hereinafter referred to as the “Property”). As of the effective date, the County is permitted access to the Property and may make Improvements in and to the Property, as more specifically described in paragraph 4 below.

- B. Use. For the term of the Agreement, the County agrees the use of the Property will be for a county park open to the public. The County has the right and discretion to determine the means and methods of operating and maintaining the park during the term of this Agreement. The Owner will assist the County with obtaining permits, zoning and land use approvals, as may be necessary, to use, operate and maintain the Property for its intended use as a park.  
During the term of this Agreement, the Owner (a) will not deny access or hinder the use of the Property by the County, (b) will allow the County to peacefully hold and enjoy the Property during the term of this Agreement, and (c) agrees that use of the park will be subject to the Alachua County Park Rules, as may be amended. The Owner acknowledges that the County may temporarily rent or license all or a portion of or at the Property for reservations, programs, meetings, events and the like. The County may charge and obtain a fee, at its discretion, for third party use of the Property. The Owner may reserve, rent free, all or part of the Property for an event subject to the prior approval of the Alachua County Parks & Open Spaces Director and to park availability; however, the Owner must follow the rent process of the County and covenant to hold harmless the County from any and all damages resulting from Owner or Owner's agents and invites use of the Property.
- C. Parking. The County has the authority to utilize a portion of the Property for parking spaces. Location and number of the parking spaces on the Property is at the discretion of the County.
- D. Locks. The County has the right to prohibit access to the Property to all users through the installation of gates, fences, locks and other obstructions. The County also has the right to limit access by or exclude the public to the Property by setting opening hours for the park. The County has no duty under this Agreement to provide security at or to the Property.
- E. Payment. As this Agreement provides a benefit to both Parties, the Parties agree there is no rent or payment (\$0.00) due from the County to the OWNER for use of the Property.
- F. Right of First Refusal. In the event that the Owner desires or proposes to sell, donate, or otherwise convey the Property to another, the Owner shall grant the County the first right of refusal to purchase the Property. The Owner shall provide written notice to the County at least 60 days in advance of any sale or conveyance.

4. **Amenities and Improvements.** The County is authorized by this Agreement to install, construct and place improvements, structures, buildings, fixtures, stormwater systems, and other amenities including (a) playground equipment, (b) benches, (c) tables, (d) grills, (e) shade structures, (f) pavilion, (g) trails, (h) sport/game courts, (i) fencing, (j) sidewalks, (k) landscaping, and (l) signage (hereinafter referred to as "Improvements") on the Property without necessity of first receiving consent of the OWNER. The Parties agree that no water fountain will be installed by the County on the Property.

If the County chooses to install Improvements, the County agrees that the purchase and installation of the Improvements shall be at the County's cost and expense. The County shall be responsible for any permitting fees. It will be the responsibility of the COUNTY to ensure that any construction and installation of Improvements shall be properly designed, structurally sound, safe and in compliance with all federal, state and local laws, rules, and regulations, including those regarding compliance with Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements. The OWNER acknowledges that such installation, construction, repair and removal may be done by contractors authorized by the County. The County may place portable restrooms on the Property

during times of construction or installation of Improvements. The OWNER shall cooperate with the County if any construction and installation of any Improvements requires the OWNER's consent, such as that required for any permits or governmental approvals.

If a stormwater retention or detention facility, or piping system, or basin ("stormwater management facility") are needed on the Property, as determined by the County, the County will notify the OWNER and provide the OWNER with intended plans prior to facility construction. The OWNER will grant an easement to the County for the purpose of access, utilization, constructing, and maintaining stormwater management facility. Easements rights will include, but not be limited to, all rights for the County to build, construct, install, improve, repair, remove, and replace the stormwater management facility in, over, under, upon, and across the Property, together with the right to access, observe, inspect, operate, mow, remove vegetation and maintain the stormwater management facility located in, over, under, upon, and across the Property.

The OWNER shall not install Improvements in or on the Property or alter any existing Improvements without first obtaining written approval of the County. For this purpose, the County Manager is authorized to provide approval or denial on behalf of the County. Any costs associated with making such new Improvements or alterations by the OWNER, including, shall be borne by the OWNER.

5. **Maintenance and Repairs.** During the term of this Agreement, the County agrees to be responsible for maintaining the Property. For purposes of this Agreement maintenance means mowing, removing trash, maintaining surface(s) under playground, pest control, repair lighting, and fencing. The County agrees to be responsible for the costs to maintain the Property and Improvements thereon, except that the County will not be responsible for maintenance or expense for any damage or casualty caused in whole or in part by the OWNER or OWNER's agents, trustee, employees, or officers. Communication on any repairs or maintenance will be between OWNER and Alachua County Parks & Open Space. OWNER agrees to promptly, without delay, notify Alachua County Parks & Open Space either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that that the OWNER or its agents, officials, employees, representatives, members or volunteers notices or is made aware of on the Property.

6. **Utilities.** The County agrees to provide and pay for all utility expenses (electricity, water, sewer, septic,, lighting), for the Property and Improvements during the term of this Agreement.

7. **Insurance.** The OWNER will maintain insurance, at its own expense, to cover OWNER's own equipment, content and supplies kept in or on the Property. The County shall not be liable for any loss of OWNER's personal property or OWNER's fixtures, or for providing any fire, casualty, or extended damage insurance on the OWNER's personal property or fixtures which may or hereafter be placed on the Property during the term of this Agreement. The County shall not be held responsible and shall not be required to pay OWNER or any of OWNER's representatives, agents or members or invitees for any equipment, materials, personal property, or any other items kept in and around in the Property that become lost, damaged, stolen, removed or any other cause for loss. OWNER agrees to hold the County harmless for such claims.

The County has in place a program of self-insurance pursuant to Florida law. That program provides coverage for the Property and the Improvements placed on the Property by the County. County shall provide evidence to the other that it has in place the program of self-insurance pursuant to §111.072, §136.091 and §768.28, Florida Statutes. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile

Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident to the OWNER upon the OWNER's request.

8. **Termination.**

- A. **Termination:** The County may terminate this Agreement by providing at least 90 days advance written notice to the Owner. The Alachua County Manager is authorized to provide written notice of termination on behalf of the County. Termination will be effective upon the date stated in the written notice of termination, or if not stated, then 90 days from the date of the written notice of termination.
- B. **Termination of Unavailability of Funding:** If funds for this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to the Owner. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Continuation of this Agreement shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- C. **Casualty:** In the event the Property or the Improvement thereon are destroyed by fire, storm, flooding, natural disaster, or other casualty and the Property is rendered inexpedient or impractical to repair or a total loss, either Party may cancel this Agreement by giving written 30 days written notice to the other Party. Termination will be effective upon the date stated in the written notice of termination, or if not stated, then 30 days from the date of the written notice of termination.
- D. **Surrender of Property:** Upon expiration of this Agreement or upon termination under paragraphs 8(A), 8(B) or 8(C) above, the County agrees to vacate the Property and deliver the Property to the OWNER. Further, the Parties agree that the County may, at the County's discretion:
  - 1) Vacate the Property and the County will, at its efforts and expense, remove the Improvements that are existing on the Property at the time of termination, whether fixed or not to the Property. Under this option the County may proceed with removal of the Improvements that were purchased, constructed, placed, or installed on the Premise by the County or a contractor of the County. The County Manager and an authorized representative of the Owner may agree to extend the termination date of this Agreement to allow additional time for removal of Improvements.; or
  - 2) Vacate the Property and the County conveys one or more of the Improvement(s) existing on the Property at the time of termination or expiration of this Agreement, to the OWNER, upon payment by the OWNER to Alachua County the 'Market Value' of such Improvement(s). Market Value is defined as the then existing value of the Improvements if sold on the competitive and open market. If this option is chosen, the County will provide to the OWNER an invoice for the Improvement(s), itemized the market value for each piece of equipment. The Parties will cooperate in the event documentation is required for transfer of interest of right or title or warranty to or of any structure, building or equipment. The County Manager and an authorized representative of the OWNER may agree to extend the termination date of this Agreement to allow additional time for this transfer of ownership of the Improvement(s);
  - 3) A combination of paragraphs 8D(1) and 8D(2) above; or
  - 4) Some other amendable written agreement between the Parties regarding the transfer or ownership of the Improvements existing upon termination of this Agreement.

E. If the Owner desires to terminate this Agreement, the Owner will notify the County in writing. Then County Manager or his/her designee and the Owner's representative will then meet and discuss details regarding termination. If termination of this Agreement is sought by the Owner, then this Agreement will not be terminated until there is a separate written termination agreement that is signed by both Parties. This purpose of this requirement is to protect and ensure there are clear terms regarding the status of the Improvements that may be existing on the Property at that time.

9. **Indemnification.** The OWNER agrees to indemnify and hold harmless the County, and its officers, commissioners, employees and attorneys (collectively the "County"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the OWNER or the OWNER's trustees, officers, employees, volunteers, assigns, and other persons retained by the Owner. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. With respect to the Property, the County agrees to be liable for its own negligence and that of the County's employees, without any waiver of sovereign immunity. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

10. **Notice.** Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To OWNER:  
St Peter Baptist Church  
17026 SW 83<sup>rd</sup> Avenue  
Archer, Florida 32618

To County:  
Alachua County  
Attn: County Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

cc: With a copy electronically sent to:  
Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

11. **Public Records.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, OWNER, *if acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Owner does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Owner or keep and maintain public records required by the County to perform the Services. If Owner transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps and maintains public records upon completion of the Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 384-3132 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

13. **Standard Clauses.**

A. Laws & Regulations. OWNER will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements.

B. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida. In the event that legal action or employment of an attorney is needed to enforce this Agreement, each party agrees to pay its own attorneys' fees and court costs.

C. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Notwithstanding paragraph 3(E) above, the OWNER may assign this Agreement upon prior written notice to the County. The Parties each bind the other and their respective successors and assigns in all respects to the terms and conditions of this Agreement.

D. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

E. Independent Contractor. OWNER is acting in the capacity of an independent contractor and not as an agent, employee, partner, or associate of the County. OWNER is solely responsible for the means, method, technique, sequence, and procedure utilized by OWNER. Policies and decisions of OWNER, which may be represented by OWNER in performance of this Agreement, shall not be construed to be the policies or decision of the County.

F. Conflict of Interest. OWNER warrants that neither OWNER nor any of OWNER's employees have any financial or personal interest that conflicts with the execution of this Agreement. The OWNER shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

G. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the OWNER warrants that OWNER has not employed or retained any company or person, other than a bona fide employee working solely for the OWNER to solicit or secure this Agreement and that OWNER has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the OWNER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

H. Collusion. By signing this Agreement, OWNER declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, OWNERS or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

I. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

J. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

K. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal, in the review and execution of this Agreement.

L. Construction. This Agreement shall not be construed more strictly against one party than against the other Party merely due to fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.

M. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

N. Eminent Domain. In the event any portion of the Property shall be taken through eminent domain proceedings, the OWNER shall promptly notify the County.

14. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit or agency.

15. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties related to the use of Owner's Property by the County.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Owner, through its duly authorized representative.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mary C Alford, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**The Trustees of St. Peters Baptist Church**

By: Garth M. [Signature] and Paul [Signature]  
Title: Chairman of Trustees / Chairman of  
Date: December 10, 2023 Deacon board

Witness:

[Signature]  
Printed Name: Kevin C Stephens

Exhibit A: Description of the Property

Parcel number 04584-005-000

LEGAL DESCRIPTION

A tract of land situated in Section 32, Township 10 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument at the Northeast corner of the aforementioned Section 32, Township 10 South, Range 18 East for the point of reference and run S.00°10'15"E., along the East line of said Section 32, a distance of 1341.42 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence run N.89°37'20"W., along the North line of said Southeast 1/4 of the Northeast 1/4, a distance of 40.00 feet to a concrete monument at the West right of way line of County Road No. 241 (80 foot right of way) and the True Point of Beginning; thence continue N.89°37'20"W., along said North line of the Southeast 1/4 of the Northeast 1/4, a distance of 210.02 feet; thence run S.00°10'15"E., a distance of 37.94 feet to the North right of way line of that certain road right of way as described in Official Record Book 1729, page 2798 of the public records of Alachua County, Florida; thence run S.88°33'48"E., along said North right of way line, a distance of 4.67 feet to a concrete monument; thence run S.84°57'59"E., along said North right of way line, a distance of 151.44 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet; thence run Northeasterly, along said curve, through an arc angle of 95°12'16", an arc distance of 83.08 feet (chord bearing and distance of N.47°25'53"E., 73.58 feet respectively) to the end of said curve at the True Point of Beginning, containing 0.208 acres more or less.

Also...

Commence at the aforementioned concrete monument at the Northeast corner of Section 32, Township 10 South, Range 18 East for the point of reference and run S.00°10'15"E., along the East line of said Section 32, a distance of 1341.42 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence run N.89°37'20"W., along the North line of said Southeast 1/4 of the Northeast 1/4, a distance of 250.02 feet; thence run S.00°10'15"E., a distance of 117.98 feet to a concrete monument on the South right of way line of that certain road right of way as described in Official Record Book 1729, page 2798 of the public records of Alachua County, Florida and the True Point of Beginning; thence run S.84°57'59"E., along said South right of way line, a distance of 165.23 feet to a concrete monument at the beginning of a curve concave Southwesterly, said curve having a radius of 50.00 feet; thence run Southeasterly, along said South right of way line and with said curve, through an arc angle of 84°47'44", an arc distance of 74.00 feet (chord bearing and distance of S.42°34'07"E., 67.43 feet respectively) to a concrete monument at the end of said curve being on the West right of way line of County Road No. 241 (80 foot right of way); thence run S.00°10'15"E., along said West right of way line, a distance of 239.26 feet; thence run N.89°37'20"W., a distance of 295.76 feet to a concrete monument; thence run N.00°10'15"W., a distance of 303.60 feet to a concrete monument on the aforementioned South right of way line of that certain road right of way as described in Official Record Book 1729, page 2798 of the public records of Alachua County, Florida; thence run S.88°33'48"E., along said South right of way line, a distance of 85.77 feet to the True Point of Beginning containing 2.001 acres more or less.

Containing a combined acreage of 2.209 acres more or less.