

nty. of 4/11/89

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A G R E E M E N T

THIS AGREEMENT, entered into this 11th day of April, 1989, by and between the BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, 1840 25th Street, Vero Beach, Florida 32960 (COUNTY), and FIRST BAPTIST CHURCH OF VERO BEACH, INC., a Florida nonprofit corporation, 2206 16th Avenue, Vero Beach, Florida 32960 (CHURCH),

W I T N E S S E T H :

That for and in consideration of the mutual covenants contained in this Agreement, the COUNTY and the CHURCH agree as follows:

1. The COUNTY and the CHURCH will jointly utilize property described as:

Lots 4, 5, 6, 7 and 8, Block 28, City of Vero Beach Subdivision, as recorded in Plat Book 2, Page 12, Public Records of Indian River County, Florida,

which lots are owned by the CHURCH, as a parking lot. The COUNTY will normally utilize the above parking lot during the daylight hours during the week, and CHURCH will normally utilize the parking area all day Sunday and on Wednesday nights, but each party will have the right to use the property for parking at all times. This agreement shall run with the land during the term of this agreement.

2. In return for the use by the COUNTY of this parking lot, the COUNTY agrees to plan, construct and pay for improving, constructing and maintaining the parking lot for the joint use of both parties. Plans, construction and costs must first be approved in writing by the CHURCH.

3. The COUNTY and CHURCH will jointly promulgate reasonable rules and regulations of the parking area.

4. The COUNTY and the CHURCH shall jointly utilize the above property for parking for an indefinite term of years from the date of this agreement.

5. If during the lease term, the CHURCH desires to construct a building on the property or otherwise utilize the

RETURN TO  
C

COUNTY ATTORNEY  
BOARD OF COUNTY COMMISSIONERS  
1840 25th Street  
Vero Beach, Florida 32960

property for its sole use, then, in that event, the CHURCH may cancel this lease by giving the COUNTY and the CITY OF VERO BEACH at least twelve (12) months' written notice, and if the termination occurs during the first ten years of this lease agreement, the COUNTY shall be reimbursed as follows:

Reimbursement =

$$1 - \frac{(\text{Number of years utilized by County})}{(10\text{-Year design life})} \times \text{Construction Cost}$$

Any termination after ten (10) years shall require no reimbursement.

6. The COUNTY agrees to hold the CHURCH harmless from any and all claims for damages which may occur as a result of the use by the COUNTY of this parking lot during the time the public is allowed to use the lot, except for claims which arise out of the sole negligence on the part of the CHURCH. The COUNTY agrees to include the Church as additional insured for all liability for damages for any occurrence on the property.

7. This lease shall be recorded.

WITNESSES:

Melvin Hill Jr.  
Margaret Howard  
As to CHURCH

FIRST BAPTIST CHURCH OF VERO BEACH, INC.  
By S. Herman Henderson  
Chairman, Board of Deacons

Alice E. White  
Janice G. Main  
As to COUNTY

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY  
By Gary C. Wheeler  
Chairman Gary C. Wheeler

Attest:  
Jeffrey K. Barton  
Clerk Jeffrey K. Barton  
by D. Waterhouse  
D.C.  
(SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared S. Herman Henderson, well known to me to be the Chairman of Board of Deacons of the First Baptist Church of Vero Beach, the corporation named in the foregoing instrument, and that he acknowledged executing the same in the

presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7<sup>th</sup> day of April, 1989.

Bertha B. Sharp  
 Notary Public, State of Florida at Large. My commission expires:  
 Notary Public, State of Florida  
 My Commission Expires March 13, 1990  
 Bonded thru Troy Fair - Insurance, Inc.

(NOTARY SEAL)

STATE OF FLORIDA  
 COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY WHEELER and Jeffrey K. Barton well known to me to be Chairman of the Board of County Commissioners and the Clerk of Indian River County, Florida, referred to in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of April, 1989.

Janice G. Masi  
 Notary Public, State of Florida at Large. My commission expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
 MY COMMISSION EXPIRES AUG 13, 1989  
 BONDED THRU GENERAL INS. GRD.

This Instrument Prepared By:  
 Robert Jackson, Esq.  
 Robert Jackson, P. A.  
 2165 15th Avenue  
 Vero Beach, FL 32960

Indian River Co.	Approved	Date
Admin.	J/C	4-10-89
Legal	(S)	4-10-89
Budget	(B)	4-10-89
Dept.		
Risk Mgr.		

FILED FOR RECORD  
 EIGHT AND TEN ABOVE  
 RECORD NUMBERED  
 89 APR 21 AM 11:36  
 J. K. BARTON  
 CLERK OF DISTRICT COURT  
 INDIAN RIVER CO., FLA.  
 BK Janice G. Masi Clerk D.C.