

Appendix K

Board of Trustees Report Presbytery of St. Augustine, Inc. 2020 Winter Stated Meeting

The Presbytery Board of Trustees makes the following recommendations for approval by the presbytery:

- *The Trustees nominate Cynthia Montgomery, the current President, to be elected by the presbytery to serve through the end of the 2020 Fall Stated Meeting of the presbytery.*
- *The Trustees recommend that the presbytery approve the proposed lease between Lakewood Presbyterian Church and the Presbytery of St. Augustine, Inc. for the land under the presbytery office building. The lease is attached to this report. The prior lease is expired.*
- *The Trustees recommend that the name of the "Gainesville Ministry Center" be changed to the "Highlands Regional Ministry Center."*

The Presbytery Board of Trustees reports the following actions taken on behalf of the presbytery.

- Approved the request of the First Presbyterian Church of Ocala to sell real property on Bonecutter Island that was donated to the church. The real property is neither contiguous to the church nor necessary to use in the mission of the church.
- Approved additional repairs/maintenance to the building/grounds and necessary updates to the systems at the Gainesville Ministry Center/Highlands Regional Ministry Center.

LEASE

This lease, made this ____ day of _____, 2020, by and between the LAKEWOOD PRESBYTERIAN CHURCH, INC., a non-profit corporation, hereinafter called Lessor, and the PRESBYTERY OF ST. AUGUSTINE, INC., its successor or assignee, hereinafter called Lessee,

WITNESSETH:

That in consideration of the respective covenants, conditions and agreements herein contained, it is agreed by and between Lessor and Lessee as follows:

Lessor does hereby demise and lease, subject to the provisions hereinafter set forth, unto Lessee that certain parcel of land in Duval County and the State of Florida, described as follows:

That part of "Part of Government Lot 3, Section 7, Township 35, Range 27 East, Duval County, with frontage of 71.1 feet on University Blvd. W. and depth of 222.2 feet lying at the westerly end of the complete tract owned by Lakewood Presbyterian Church, Inc.

TO HAVE AND TO HOLD the aforesaid premises unto Lessee for a period of thirty (30) years, beginning on the 1st day of January, 2020.

Lessee covenants to pay Lessor during the said term of the lease, the sum of One Dollar (\$1.00) per year, said sum to be paid in advance on or before the 1st day of January each and every year of said term.

Lessor further agrees to make available to Lessee, from time to time, its other facilities, such as rest rooms, dining hall, kitchen and meeting rooms, as needed by Lessee, at no additional cost to Lessee. Lessee, however, agrees to give timely notice of need for facilities to enable Lessor to satisfactorily coordinate such use with its own regular requirements.

In the event Lessee shall receive a bona fide offer for the purchase of the leasehold improvements on the subject parcel (the building and improvements, exclusive of furniture, fixtures, and drapes, as presently furnished by Lessee), or any part thereof, which Lessee desires to accept, Lessee shall give written notice thereof (hereinafter called "Offering Notice") to Lessor. Said Offering Notice shall contain the following:

- a) The name and address of the proposed purchaser ("Third Party")
- b) The terms and conditions of said offer, and
- c) An offer to sell the leasehold improvements to Lessor upon the same terms and conditions of the aforesaid offer made by the Third Party.

Lessor shall be entitled to purchase the leasehold improvements offered by giving written notice thereof to Lessee within thirty (30) days after receipt of the Offering Notice. If Lessor fails to agree, in writing, to purchase such leasehold improvements within the time aforesaid, Lessee shall have the right to complete the sale to the Third Party, subject to other provisions herein, who shall then become the owner of the leasehold improvements, subject to a ground lease from Lessor.

In the event of a change in the identity of the Third Party or a substantial change in the terms and conditions of the Offering Notice, notice thereof and opportunity to Lessor shall again be given by Lessee to Lessor in accordance with the terms hereof. Provided, however, if the proposed purchaser is an affiliate or assignee of Third Party, then such change in the proposed purchaser shall not constitute a change in the identity of the Third Party for purposes of this paragraph.

Exercise of this right to purchase the leasehold improvements by Lessor, shall require that closing on the sale occur (between Lessee and Lessor) under the same terms and conditions as the Offering Notice.

In the event that Lessor shall exercise its right to purchase the leasehold improvements pursuant to this agreement, then the terms of the Lease shall be automatically extended, if necessary, to the date of Closing and, upon Closing, this Lease shall terminate and be of no further force or effect.

In the event that Tenant shall not exercise its right to purchase the leasehold improvements pursuant to this agreement, then this Lease shall continue in full force and effect upon the Closing.

Lessee further covenants and agrees to pay liability, property, and worker's compensation insurance on the leased premises in an amount sufficient to save harmless the Lessor from any liability arising out of the normal operation for which this lease is intended, to-wit, the administrative offices of the Presbytery of St. Augustine.

Lessor is expressly relieved from any and all liability for any damage to persons or property located in said premises and Lessee agrees to hold Lessor harmless from any such liability.

Lessee further covenants to maintain the building located on the leased premises in a safe and acceptable condition comparable to those buildings maintained in the immediate area by the Lessor.

Lessee further covenants and agrees to pay all water, sewer, electric, telephone, and gas charges, and taxes, if any, assessed against said building or personal property thereon.

It is further covenanted and agreed that Lessee shall not have the right to assign this lease or sublet the same or any part thereof, without the prior written consent of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed and their respective seals affixed hereto on the day and year first above written.

Signed, sealed and delivered
In the presence of:

LAKESWOOD PRESBYTERIAN CHURCH, INC.

By: _____

Attest: _____

PRESBYTERY OF ST. AUGUSTINE, INC.

By: _____

Attest: _____