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SUMTER COUNTY RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, CONCERNING THE SUMTER COUNTY FAIRGROUNDS.

WHEREAS, pursuant to Section 125.38 of the Florida Statutes, the Sumter Fair Association, Inc., a Non-Profit Florida Corporation, has applied to the Board of County Commissioners for a long-term lease on the Sumter County Fairgrounds, and

WHEREAS, the Board has determined that it would be in the public interest to enter into a long-term lease with the Sumter Fair Association, Inc.,

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

1. The Sumter Fair Association, Inc., has applied to the Board of County Commissioners of Sumter County for a long-term lease on the Sumter County Fairgrounds.

2. The purpose for the long-term lease is to ensure the occurrence of a county fair each calendar year as well as other public activities to be held on the fairground property.

3. The Board has agreed to lease the Sumter County Fairgrounds for a period of 60 years to the Sumter Fair Association, Inc., for an annual rental of \$1.00, payable in advance. In addition, the Board has agreed to give the option of renewal to the Sumter Fair Association, Inc. for an additional 60 year term.

4. A copy of the proposed lease is attached hereto.

DONE AND RESOLVED this 14<sup>th</sup> day of October, 1980 at Bushnell Sumter County, Florida.

ATTEST: C. BURTON MARSH  
Clerk and Auditor

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA



*Debra J. Dupon*  
Deputy Clerk

*Ennice M. Neville*  
Ennice M. Neville - Chairman

RANDALL N. THORNTON  
ATTORNEY AT LAW  
POST OFFICE BOX 88  
LAKE PANAFORREE,  
FLORIDA 32028  
904/783-4040

FILED AND PREPARED BY  
C. BURTON MARSH  
CLERK OF CIRCUIT COURT  
SUMTER COUNTY, FLA.  
OCT 17 9 58 AM '80  
RECEIVED VERIFIED

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LEASE

THIS LEASE made this 14<sup>th</sup> day of October, 1980, between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, P. O. Box 8, Bushnell, Fla., 33513, hereafter called "Lessor", and SUMTER FAIR ASSOCIATION, INC., a Non Profit Florida Corporation, P. O. Box 655, Bushnell, Fla., 33513, hereafter called "Lessee"

W I T N E S S E T H

That for and in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lessor does by these presents lease and let unto the said Lessee, the following real property in Sumter County, to-wit:

Sumter County Livestock and Crops Pavilion located on and together with the S-1/2 of NE-1/4 of SE-1/4 of Section 24, Township 21 South, Range 22 East; LESS Begin at the SW corner of the said S-1/2 of the NE-1/4 of NE-1/4 and run thence North 660 feet, thence East 100 feet, thence South 660 feet, thence West 100 feet, to point of Beginning. (Real Estate Tax Parcel #N24-034)

to have and to hold the premises aforesaid unto said Lessee from the day and year first above written for a term of sixty (60) years. Lessee shall pay therefor a rental of \$1.00 per year, payable \$60.00 in advance upon the execution hereby by both parties.

2. Lessee shall have the option to renew this Lease for an additional sixty (60) years upon the expiration hereof, with the terms and provisions thereof to be negotiated between the parties. Lessee shall notify Lessor of its desire to exercise this option under this paragraph at least sixty (60) days prior to the expiration of the original term of this Lease.

3. Lessee agrees to promote and produce the "Sumter County Fair" during each calendar year, and failure on Lessee's part to produce said "Sumter County Fair" during any one calendar year, shall give Lessor the right to terminate this Lease Agreement, upon 120 days written notice to Lessee, and should Lessee fail to cure said default within such 120 day period, the Lease shall expire upon the date specified in the Written Termination Notice (which date shall not be less than 120 days from the date of said Notice).

4. Lessee shall have the right to make all necessary repairs, both interior and exterior to the demised premises, including the parking lot, and Lessee shall provide all necessary maintenance and keep the premises in compliance with all rules and regulations of governmental bodies or agencies having jurisdiction of the premises. Further, Lessee shall have the right to alter the existing facilities and to erect new facilities with all such improvements which become permanently attached to said leased premises, to accrue to the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, except any and all personal property, which shall remain the property of Lessee, and may be removed by Lessee upon the expiration or termination of this Lease or any extension or renewal hereof. Lessee shall file a master plan for the demised premises with Lessor and all substantial alterations to existing structures and

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construction of new facilities shall be in compliance with the master plan. No existing buildings or facilities located on the premises at the time of the execution of this Lease shall be demolished or removed without the prior written consent of the Lessor.

5. Lessee and Lessor agree that the demised premises shall be used for the production of the "Sumter County Fair" and other types of community activities which shall include but not be limited to auctions, dances, rodeos, political rallies, livestock shows, and such other activities as Lessee may promote, all of which shall be in keeping with community standards and ordinances in Sumter County, Florida.

6. Lessee shall have the right to use its Leasehold interest to secure such financing as Lessee deems necessary to construct new buildings or improvements on the demised premises, and for the maintenance, repairs and upkeep on the existing facilities located on said demised premises. Any financing obtained by Lessee pursuant to this paragraph shall allow Lessor, in the event of default of such financing by Lessee, to pay the existing indebtedness and cancel this Lease. This shall be optional at the discretion of Lessor.

7. Lessee shall maintain all fences, gates and buildings on the leased premises with the costs of such maintenance to be borne by Lessee provided such maintenance is not considered "major repairs", in which event, Lessor may assist Lessee in the costs of such "major repairs" when Lessor's budget will allow same.

8. Lessee shall purchase and maintain in full force and effect a general liability policy on the leased premises, with limits of not less than \$100000/\$300000/500000. Lessor shall be named as an additional insured on said policy with no liability for premiums. Lessee shall defend and hold Lessor harmless from any liability which may result from the operation of this Lease Agreement.

9. Lessee shall not be deemed, considered or construed as an agent of Lessor in any manner whatsoever, and the naming of Lessor as an additional insured on the above mentioned insurance policy shall not create any principal-agency relationship between Lessor and Lessee.

10. Time is of the essence of this Lease, and this Lease is binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

11. Lessee does hereby agree that the venue for the enforcement, construction or interpretation of this Lease shall be the County Court or Circuit Court for Sumter County, Florida, and Lessee does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it now has, or may have in the future, in connection with the enforcement, construction or interpretation of its rights, duties obligations under this Lease.

12. Lessor shall have the right to enter the above described premises for the purpose of inspection, as well as any maintenance, repairs and upkeep deemed necessary by Lessor during the term of this Lease.

REGULAR MEETING BOARD OF COUNTY COMMISSIONERS MINUTES OCTOBER 14, 1980

GRANTS

Mr. Wing moved to authorize the Chairman to execute a Financial Status Report for the Farmers Home Development Program for the quarter ending September 30, 1980. The motion was seconded by Mr. Jones and carried.

ROADS, COUNTY

Mr. Lovett moved to approve an application for parade permit as applied for by the Lake Panasoffkee Fire Protection Association for December 20, 1980, at 11:00 a.m. along C-470 south to the Lake Panasoffkee Recreation Area. The motion was seconded by Mr. Wing and carried.

GRANTS

A letter from the Department of Community Affairs informing that the application for the Local Government Comprehensive Planning Assistance Program will not be funded was noted and filed.

COUNTY PROPERTY - LEASES

Mr. Wing moved to reconsider leasing the Fair Grounds to the Fair Board as recommended by the Industrial Development Authority. The motion was seconded by Mr. Jones. Upon roll call the vote showed as follows: Mr. Lovett - Nay, Mr. Carlton - Nay, Mrs. Neville - Aye, Mr. Wing - Aye, Mr. Jones - Aye. Whereupon the motion was declared carried.

COUNTY PROPERTY - LEASES

Mr. Wing moved to enter into the following lease with the Fair Board. The motion was seconded by Mr. Jones. Upon roll call the vote showed as follows: Mr. Carlton - Aye, Mr. Wing - Aye, Mr. Lovett - Nay, Mr. Jones - Aye, Mr. Neville - Aye. Whereupon, the motion was declared carried. Commissioner Jones requested monthly financial reports from the Fair Board and was assured by J. W. Johnson that reports would be filed with the Board. (CLERK'S NOTE: See next page for lease agreement)

COUNTY PROPERTY - LEASES - RESOLUTION

Mr. Wing moved to adopt the following resolution in regard to the leasing of the Fair Grounds under Chapter 125.38 Florida Statutes. The motion was seconded by Mr. Jones and carried.