

LEASE MODIFICATION

This lease is made and executed this 13 day of December, 2005, by and between SUMTER COUNTY, FLORIDA 209 N. Fla. St. Bushnell, Fl 33513, (lessor), and SUMTER COUNTY FAIR ASSOCIATION, INC. _____, (lessee).

WHEREAS, the parties entered into a long term lease dated October 14, 1980, concerning the Sumter County Fairgrounds, and

WHEREAS, the lessor obtained funding for an agricultural center to be located on part of the leased premises and the lessee agreed to the project,

NOW, THEREFORE, the parties agree as follows:

1. Lessee releases from the lease that portion of the leased premises described in the drawing, site plan or survey attached.

2. Lessor shall be the owner of the agricultural center and shall be the sole manager and operator of said building and the common areas as described above.



ATTEST:
[Signature]
By: Deputy Clerk

SUMTER COUNTY, FLORIDA
[Signature]
By: Joey Chandler Chair

[Signature]
Witness
[Signature]
Witness

SUMTER COUNTY FAIR ASSOCIATION, INC.
[Signature]
By: [Signature]

County

RE: 237 PM 215

01
03
05
07
09
11
13
15
17
19
21
23
25
27
29
31
33
35
37
39
41
43
45
47
49
51
53
55
57
59
61
63
65
67
69
71
73

SUNTER COUNTY RESOLUTION

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

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

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

1. The Sunter Fair Association, Inc., has applied to the Board of County Commissioners of Sunter County for a long-term lease on the Sunter 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 Sunter County Fairgrounds for a period of 60 years to the Sunter 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 Sunter Fair Association, Inc. for an additional 60 year term.

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

DONE AND RESOLVED this 14th day of October, 1980 at Bushnell Sunter County, Florida.

ATTEST: C. BURTON MARSH
Clerk and Auditor

BOARD OF COUNTY COMMISSIONERS
SUNTER COUNTY, FLORIDA



Debra J. Dupre
Deputy Clerk

Eunice M. Neville
Eunice H. Neville - Chairman

RANDALL N.
THORNTON
ATTORNEY AT LAW
POST OFFICE BOX 68
LAKE PARK OFFICE
FLORIDA 32928
804/782-1050

FILED AND RECORDED
IN THE OFFICE OF
CLERK OF SUNTER COUNTY, FLA.
KAREN VANDER
OCT 17 9 58 AM '80
C. BURTON MARSH
CLERK OF SUNTER COUNTY
FLORIDA

151093

County

ME: 237 *mt* 216

LEASE

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

WITNESSETH

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 Sunter County, to-wit:

Sunter 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 SE-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 "Sunter County Fair" during each calendar year, and failure on Lessee's part to produce said "Sunter 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 desired 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 SUNTER 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 desired premises with Lessor and all substantial alterations to existing structures and

RE: 237 TRS 217

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 \$100,000/\$300,000/\$500,000. 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.

REGULAR MEETING

BOARD OF COUNTY COMMISSIONERS MINUTES

OCTOBER 14, 1981

GRANTS.

Mr. Wing moved to authorize a letter of intent to be written on a transportation program sponsored by the Hernando/Suwanee Community Action Agency, Inc. The motion was seconded by Mr. Carlton and carried.

BUDGET - SCHOOLS

Mr. Heubert L. Williams filed a letter with the Board requesting financial assistance to the Suwanee County Basketball Association. Mr. Jerome Brown also spoke. Mr. Wing moved to adopt the following resolution requesting the School Board to donate the use of gyms in the interest of recreation for the citizens of the county. The motion was seconded by Mr. Lovett and carried.

CLERK'S NOTE:

This space to remain unused.

Board of County Commissioners
Sumter County Fire Rescue



209 N. Florida Street • Bushnell, FL 33513 • Phone (352) 793-0212 • FAX: (352) 569-0110 • SunCom: 665-0212 • <http://boco.co.sumter.fl.us>

MEMO

To: Mr. Bradley Arnold, County Administrator
From: Brad Burris, Fire Marshal *Brad Burris*
Date: September 27, 2007
RE: Fire and Life Safety Inspection of Sumter County Fair Grounds

On September 20th, I performed a Fire and Life Safety Inspection of all of the buildings located on the Sumter County Fair Grounds (not including the AG Center building). Below you will find my inspection results:

Flower Building

1. Emergency and exit lights above North door not working.
2. Emergency and exit lights above South door not working.
3. Storage above bathroom not permitted, it must be removed.
4. Bathroom ceiling in poor condition.
5. General housekeeping, especially in the area of the electrical panel.
6. Electrical panel not locked.
7. Electrical panel missing inside covers.

Old Commercial Building (behind AG Center)

1. Cover plates missing from electrical outlets.
2. Electrical outlets painted over.
3. Additional exit signs required. Sign over east exit not visible in main part of room. Additional sign needed in West end of building, existing sign not visible.
4. Emergency lighting not sufficient for building size. Additional lights needed.
5. Gas cylinders stored in dressing room must be removed.
6. General housekeeping in dressing room.

Cow Palace

1. Hand rail required for steps leading up to stage.
2. Storage under bleachers (must be removed).
3. East exit sign not working.
4. South exit sign not working.
5. West exit doors require an exit sign.
6. Improper use of electrical extension cords.
7. Electrical power distribution panel for stage should be evaluated by an electrical inspector. Equipment is very old and does not appear to meet code.
8. Emergency light above East exit door improperly wired.

Bill Gutbrandsen
Fire Services Director
(352) 793-0212

Brad Burris
Dep. Chief, Fire Marshal
(352) 793-0212

Bradley Arnold
County Administrator
(352) 793-0200

9. Gas cylinders stored under bleachers must be removed.

Old Kitchen

1. Hood fire suppression system nozzles not adjusted correctly for appliances under hood.
2. Pilot light has flames approximately 1/2 inch above burners. Had Fair Association turn off gas to stove.
3. Ventilator fan in south part of kitchen needs cleaning.
4. Walls in south part of kitchen are falling apart.
5. Unused LP gas line in South room of kitchen should be removed.
6. Interior finish of entire kitchen does not meet code.

NOTE:

Due to unsafe conditions, the kitchen should not be used until the hood fire suppression system and all other issues are addressed.

South Livestock Room

1. Exit sign required above West exit door.
2. Emergency lighting required to illuminate path through pen area.
3. If "man" door is installed on South side of building, exit and emergency lighting will be required.

North Livestock Room

1. Exit sign required at West door.
2. Emergency lighting required to illuminate path through pen area.

Rabbit and Fowl Building

1. South doors need to be replaced. Doors are marked as exit. Doors too difficult to open. Panic hardware required.
2. Improper storage of flammable liquids (gasoline) in building.
3. Excessive storage of used animal bedding material in building.
4. Rubber mats placed directly on top of combustible material. Mats used for boxing class.
5. Improper use of building for boxing class. Building approved for storage and display of live animals.

Restrooms

1. Emergency lighting required.
2. "No knowledge" hardware required for doors.

With the exception of the kitchen, all of the above listed items are relatively easy to fix. The kitchen, according to members of the Fair Association is used on a regular basis. This practice must not continue until the listed discrepancies are addressed. There has already been one fire in the kitchen this year. Although this fire did not do any damage, the potential for a serious fire exists. Because of the condition of this kitchen, I have serious concerns about life safety whenever this kitchen is used.

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

9-23-08
NB(d)14

SUBJECT: Lease Modification #2 to the Lease Dated October 24, 1980 between Sumter County and Sumter Fair Association, Inc.

Work Session (Report Only) **DATE OF MEETING:** 9/23/08
 Regular Meeting
 Special Meeting

BUDGET IMPACT: \$116,000 per year for 5 years and System Capital Cost > \$10,000
 Annual **FUNDING SOURCE:** General Fund
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

REQUESTED ACTION: Approval of Lease Modification #2

HISTORY/FACTS/ISSUES:

The lease modification provides the opportunity for the Sumter Fair Association, Inc. to fully operate and maintain the County "Ag Center". The lease modification demonstrates the continued support to the use of the Ag Center by provided a cap of \$116,000 per year for 5 years and system capital costs > \$10,000 (building envelope, major AC equipment failure, and similar major impacts).

It is the direction of this lease modification that the Sumter Fair Association, Inc. is in the best position to market the facility and surround grounds and buildings. By doing so the economic impact should be greater than present and the secondary benefit is the growth in the tourist development tax and other government revenue sources.

In the marketing of the facility and grounds there is a provision for the sale of alcohol to be incorporated with an event but subject to the approval of the Board of County Commissioners (BOCC).

The lease provides for the continued space occupation by the USDA and Extension Office.

Finally, the lease modification places a significant responsibility on the Sumter Fair Association, Inc. to comply with all codes while operating and maintain^{ing} all of the County buildings and property including the Ag Center for the protection of the public and the County property.

DEPARTMENT RECOMMENDATION:

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION:

DIVISION DIRECTOR SIGNATURE: _____

COUNTY ADMINISTRATOR RECOMMENDED ACTION: Approve the Lease Modification #2

APPROVED

SEP 23 2008

[Handwritten signature]

LEASE MODIFICATION #2

This LEASE MODIFICATION #2 ("Modification #2") to the Lease ("Original Lease") dated October 14, 1980 between SUMTER COUNTY, FLORIDA f/k/a in the Original Lease as the Board of County Commissioners of Sumter County, Florida and SUMTER FAIR ASSOCIATION, INC., a Florida non-profit corporation a/k/a Sumter County Fair Association, Inc. in the Lease Modification dated December 13, 2005 ("Modification #1"), and modified by the Modification #1 between SUMTER COUNTY, FLORIDA and the SUMTER FAIR ASSOCIATION, is made and executed this 23RD day of SEPTEMBER, 2008. SUMTER COUNTY, FLORIDA's ("Lessor") address for purposes of this Lease is: 910 N. Main Street, Bushnell, Florida 33513, and SUMTER FAIR ASSOCIATION, INC's ("Lessee") address is P.O. Box 647, Webster, Florida 33597. The Original Lease, Modification #1 and this Modification #2 shall collectively be referred to as the "Lease."

WHEREAS, the parties entered into the Original Lease to lease certain premises known as the Sumter County Fairgrounds ("Leased Premises"), and

WHEREAS, Lessor obtained funding for the construction of an agricultural center ("Center Building"), to be located on part of the Leased Premises (the "Center Premises"), and in Modification #1 Lessee consented and agreed to release a part of the Leased Premises, including common areas, for the Center Building, and

WHEREAS, Lessor completed the construction of the Center Building in accordance with all permits and governmental regulations, including life safety regulations, and

WHEREAS, Lessee desires the opportunity to manage and operate the Center Building, the Center Premises and the common areas, all of which shall collectively be referred to as the "Center," to and for the benefit of Lessor,

NOW THEREFORE, the parties agree as follows:

1. Lessor shall remain the title owner of the Center, and Lessee shall manage and operate the Center as described in the Modification #1 and this Modification #2.
2. The term of the Lease shall be modified ("Modified Term") to one period of five (5) years, commencing on the date of this Modification #2, with three (3) additional renewal terms of five (5) years each. Each renewal term shall renew automatically unless Lessor provides written notice to Lessee not less than thirty (30) days prior to the termination of the then-current lease term that the term will not be renewed and will terminate on the then-current term's termination date.
3. Lessor shall provide an annual appropriation of \$116,000 per year for the initial five (5) year Modified Term, only, which appropriation shall be used to defray the costs of Lessor's occupancy and use of that portion of the Center currently occupied by the United States Department of Agriculture ("USDA") and the Sumter County Extension Office; together with any other operational

and/or capital expenses related to the Center, unless otherwise specified herein.

4. Lessor's rights and obligations:

- a. Lessor shall be responsible for capital replacement costs, which shall be defined as an expenditure, the cost of which exceeds ten thousand dollars (\$10,000) or greater for any individual unit.
- b. Lessor shall have the right to occupy that portion of the Center currently occupied by the United States Department of Agriculture ("USDA") and the Sumter County Extension Office together with the non-exclusive use of current Board room or other Board rooms constructed in the future. Should USDA or the Sumter County Extension Office vacate their respective office spaces, then such office spaces shall be available for the use and/or rental by the Lessee. Upon Lessee's written request, Lessor agrees to install after September 30, 2008, at Lessor's sole cost and expense, motion detector light switches in the spaces occupied at the time of installation by the USDA and Sumter County Extension Office. The Lessee shall not be responsible for the janitorial services within the USDA and Sumter County Extension Office spaces.
- c. Lessor shall provide to Lessee the surplus items from the kitchen project of the Center Building as described in the October 17, 2007 memorandum (attached).
- d. Lessor shall have the right to enter upon the Center for inspection or for making repairs, replacement, alterations, improvements and additions to the Center. If Lessor deems any repairs required to be made by the Lessee necessary, it may demand that the Lessee make the same forthwith. If the Lessee refuses or neglects to commence such repairs and complete the same with reasonable haste after written notice by Lessor, the Lessor may make or cause such repairs to be made and shall not be responsible to the Lessee for any loss or damage that may accrue to Lessee's stock or business by reason thereof. If the Lessor makes or causes such repairs to be made, Lessee agrees that it will forthwith, on demand, pay to the Lessor the cost thereof.
- e. Lessor shall have the right to install antennae either on or in the Center Building or common areas including but not limited to a GPS system on the roof of the Center Building

Lessee rights and obligations:

- a. Lessee shall carry general liability coverage on the Center in the amount of one million dollars (\$1,000,000.00) for the term of this Modification #2 and any amendments or extensions thereto and shall name Lessor as additional insured. Lessee shall provide evidence of such insurance upon execution of this Modification #2 and at any other time as requested by Lessor. Lessee shall request any insurer

providing coverage to notify Lessor at least thirty (30) days prior to any cancellation or change to such coverage.

- b. Except as provided herein, Lessee shall be responsible for the payment of all costs associated with the Center, including but not limited to utilities, maintenance, and repairs. Lessee shall perform all repairs necessary to keep the Center in good order, repair (which repair shall mean replacement if necessary) and condition, and in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction, including, without limitation, the exterior and interior portions of all doors, door checks, windows, glass, utility facilities, existing telecommunication system, existing security system, plumbing and sewage facilities, fixtures, heating, air conditioning, including exterior mechanical equipment, exterior utility facilities and exterior electrical equipment serving the Center and interior walls, floors, ceilings, and furnishings including compliance with applicable building codes and life safety regulations. As a part of its maintenance obligation Lessee shall change air conditioning filters. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately, Lessor may, but shall not be required to do so, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand. Lessee shall indemnify, defend and hold harmless Lessor for any and all damages, costs, expenses (including but not limited to attorney fees) and other liabilities incurred by the Indemnified Party in connection with claims arising from the use or misuse of the Center including but not limited to the negligence or willful misconduct of the Lessee.
- c. Within 30 days of the date of this Modification #2, Lessee shall resolve all life safety codes listed for the property subject to the Lease as listed in the Fire Marshal's memorandum dated September 27, 2007 attached hereto and incorporated herein and shall ensure all life safety codes are maintained, including those from any subsequent annual or special inspections, at Lessee's sole cost and expense.
- d. Lessee shall not request nor be entitled to receive any appropriations from the general fund of SUMTER COUNTY except as provided herein.
- e. Lessee shall have the right to charge fees of use of the Center and its common areas to offset any operational costs, except that Lessee may not charge the USDA or Sumter County Extension Office. Lessee may request to review the annual appropriation from Lessor following year five (5) of this Modification #2.
- f. Lessee, in its reasonable discretion, will establish rates for the best use of the Center but in no way shall discriminate in its use as a public facility.

- g. Lessee shall provide all repair and maintenance work of the Center in accordance with all applicable permits and codes at Lessee's sole cost and expense.
- h. Lessee shall provide for annual pest control and termite protection for the Center, at Lessee's sole cost and expense.
- i. Lessee shall provide to Lessor, not more than ninety (90) days after the end of Lessee's fiscal year, an annual financial audit of Lessee's operations at Lessee's sole cost and expense.
- j. Lessee shall permit the Center for use as a Disaster Recovery Center ("DRC"), as a Host Shelter for the American Red Cross, and as a Point of Distribution ("POD") when designated by the Sumter County Emergency Manager as such without further compensation or claims for loss of revenue for its operations except for proven damages, as determined by Lessor in its sole and absolute discretion, inflicted during its use under the conditions cited herein.
- k. Lessee shall permit the City of Webster's installation of an elevated water storage tank the Center in a location designated by Lessee with the following provisions: the installation is presented to and approved by Sumter County Board of County Commissioners; the installation will not utilize more than 1.5 acres; and a logo is placed and maintained in perpetuity by the City of Webster at its sole cost and expense on the north and south facing of said tank that represents the Sumter County Fairgrounds to the satisfaction of Lessee.
- l. Lessee shall not permit the sale or consumption of alcohol or beer on the property subject to the Lease without the express written consent of Lessor, said consent to be granted or withheld in Lessor's sole and absolute discretion.
- m. All terms and conditions of the Original Lease and the Modification #1 not amended or modified herein shall remain in full force and effect.
- n. No party shall act or have the authority to act as an agent for the other party for any purpose whatsoever. Nothing in the Lease shall be deemed to constitute or create a joint venture, partnership, joint arrangement or other formal business entity between the parties.
- o. The Lease, as modified, shall not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- p. Nothing in this Lease shall be intended or construed or interpreted to give any person or entity other than the parties any legal or equitable right, remedy or claim under or in respect to the Lease. The Lease shall be construed and interpreted in accordance with and governed by the laws of the State of Florida, excluding any choice of law principle that may require the application of the law of another jurisdiction. Venue shall only be in Sumter County, Florida.
- q. Except as provided herein, no party may assign or transfer its rights or delegate its obligations under this Lease without the prior written consent of all parties.

- r. If any provision of the Lease or any modification thereof shall be held or determined invalid, then the remainder of the Lease shall remain valid, in full force and effect, and enforced to the fullest extent permitted by law.
- s. Time is of the essence in the performance of the Lease.
- t. This Modification #2 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be a single instrument.
- u. The titles and captions of or in this Modification #2 are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Modification #2 or the intent of any provision of this Modification #2.

ATTEST:

SUMTER COUNTY, FLORIDA



[Signature]
By: Deputy Clerk

[Signature]
By: Richard Hoffman, Chairman

SUMTER FAIR ASSOCIATION, INC.

[Signature]
Witness

[Signature]
By: Jackey Jackson, President

County

RE: 237 sub 216

LEASE

THIS LEASE made this 14th day of October, 1980, between the BOARD OF COUNTY COMMISSIONERS OF SUMNER COUNTY, FLORIDA, P. O. Box 8, Bushnell, Fla., 33513, hereafter called "Lessor", and SUMNER 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 Sumner County, to-wit:

Sumner 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 "Sumner County Fair" during each calendar year, and failure on Lessee's part to produce said "Sumner 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 SUMNER 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

MC 237 MC 217

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 "Sunter 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 Sunter 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 \$100,000/\$300,000/\$500,000. 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 Sunter 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.

RE: 237 and 218

13. Lessee shall serve notice of any proposed change to its Articles of Incorporation or its by-laws on Lessor by certified mail at least 30 days prior to the proposed adoption of said amendments or such longer period as may be required by existing articles of Incorporation or by-laws of said Lessee. Lessor shall have the right to attend the meeting at which the proposed amendments will be considered and shall be afforded the right to comment on said proposed amendments.

14. Lessee hereby agrees to follow all rules and regulations of the Economic Development Administration which provided funding for the new exhibit building currently located on the demised premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, at Bushnell, Florida.

ATTEST: C. BURTON MARSH
Clerk and Auditor

BOARD OF COUNTY COMMISSIONERS
SUNTER COUNTY, FLORIDA



Sandra J. Dufour
Witness

By *Eunice H. Neville*
Eunice H. Neville - Chairman

SUNTER FAIR ASSOCIATION, INC.

Sandra J. Dufour
Witness

By *J. W. Johnson*
J. W. Johnson - President

Jean Kucenovic
Witness

ATTEST:

By *Bellie T. Lee*
Bellie T. Lee - Secretary

STATE OF FLORIDA
COUNTY OF SUNTER

The foregoing Lease was acknowledged before us on the 14th day of October, 1980, by EUNICE H. NEVILLE, as Chairman, and Sandra J. Dufour, as Witness, respectively, of the BOARD OF COUNTY COMMISSIONERS OF SUNTER COUNTY, FLORIDA,

Harbin H. ...
Notary Public, State of Florida
My Commission expires ...

STATE OF FLORIDA
COUNTY OF SUNTER

The foregoing Lease was acknowledged before me on the 16th day of October, 1980, by J. W. JOHNSON and BELLIE T. LEE, as President and Secretary respectively, of the SUNTER FAIR ASSOCIATION, INC.

Sandra J. Dufour
Notary Public, State of Florida
My Commission expires ...

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ...

requested the Board investigate the complaint. He was advised to file a complaint with the Zoning Department.

Tom Posa expressed his concern to the Board regarding handicap parking spaces in The Villages and violations of the American Disabilities Act.

Dave Starnes spoke to the Board about a site plan for the Humane Society that he has furnished to the Board.

Jack Bratton inquired about the health of individuals living near the 108 cement plants mentioned earlier in the meeting.

Keith Allen inquired if the Board had received his e-mail regarding the proposed revision to the Vehicle Use Policy. Chairman Chandler responded affirmatively. Mr. Allen furnished a handout to the Board on the Fire Services Budget for their review.

COMMISSIONERS

Mr. Roberts discussed a conference that he and Mr. Mask had attended presented by the Florida Association of Counties.

CONTRACTS & AGREEMENTS -- COUNTY PROPERTY

Mr. Roberts moved to authorize the Chairman to execute a Lease Modification with the Sumter County Fair Association, Inc. The motion was seconded by Mr. Francis and carried. (121305-19)

AGENCIES, FEDERAL -- AGENCIES, STATE

Federal Emergency Management Package FEMA-1564-DR-FL, FIPS No. 119-99119-00, Package 70, from State of Florida, Department of Community Affairs, regarding Hurricane Jeanne, noted.

INSURANCE

Certificate of Liability Insurance for Waste Services of Florida and Superior Asphalt of Central Florida, Inc., noted.

BOND -- SHERIFF

Blanket bond for Sheriff's deputies for the 2005-06 fiscal year, noted.

INSURANCE

Retiree Drug Subsidy Gross and Net Test from Wakely Consulting Group, Inc., noted.

BANKRUPTCY

Notice of Adjournment of Section 341 Meeting of Creditors from United States Bankruptcy Court, Southern District of New York, *In re Adelphia Communications Corporation, et al.*, Case No. 02-41729 REG), noted.

COUNTY ROADS

Notice to Contractor for Superior Asphalt of Central Florida, Inc., for CR 109, Job No. 7958 from Professional Staffing -- A.B.T.S., Inc., d/b/a Able Body Labor, noted.