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OPTION TO LEASE

This Agreement is made this _____ day of _____, 20____, between the Martin County Board of County Commissioners, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, FL 34996 (the “County”) and the Martin County Fair Association, Inc., a Florida not-for-profit fair association incorporated and chartered under Chapter 616 of the Florida Statutes and having its principal office at 2616 SE Dixie Highway, Stuart, FL 34996 (the “Fair”).

WITNESSETH:

WHEREAS, the Fair is a Florida not-for-profit fair association organized pursuant to Chapter 616, Fla. Stat. for the purpose of hosting the Martin County Fair and other community events as authorized under Chapter 616, Fla. Stat. and is regulated and permitted by the Florida Department of Agriculture; and

WHEREAS, the Fair has applied to the County for a lease of the below described property for hosting the Martin County Fair and other community events as authorized under Chapter 616, Fla. Stat.; and

WHEREAS, the County and Fair are statutorily authorized under Section 616.11, Fla. Stat. to enter into any contract, lease, or agreement for the Fair’s use and occupation of county-owned land for public exposition purposes; and

WHEREAS, the County has determined that public exposition purposes are consistent with public recreation purposes; and

WHEREAS, the County desires to grant the Fair an option to lease such property for public exposition purposes.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein the parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION I GRANT OF OPTION

The County grants to the Fair this option to lease the property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which property is located on SW Citrus Boulevard in Indiantown (the “Property”), in accordance with the terms and conditions set forth in this Option and in the lease attached hereto and incorporated herein by this reference as **Exhibit “B”** (the “Lease”). This Option shall terminate on at 5:00 PM, Eastern Standard Time, on November 16, 2020, unless exercised prior.

SECTION II EXERCISE OF OPTION

A. The Fair and the County recognize that the cost of improvements necessary for use of the Property as a Public Fair or exposition and fairgrounds are

not currently ascertainable, therefore, the Fair may exercise this Option upon the timely satisfaction of all of the following conditions:

1. On or before May 15, 2020 the Fair shall prepare and submit the following information (the “Submissions”) to the County for its review and approval, at the Fair’s sole cost and expense:

(a) Preliminary Engineering design plans for preparation of the Property for use hosting the Martin County Fair and other public fair or exposition events as those terms are defined in Chapter 616, Fla. Stat. Plans submitted should be at least fifty percent (50%) plans detailing the construction of Phases to be completed no later than five (5) years from the date of execution of the Lease, which at a minimum must include site work required for a rustic fair and vertical facilities necessary for a Fair office, restrooms available to the public, a year round agriculture and livestock exhibit building, and all infrastructure necessary to support these improvements; and

(b) A development schedule setting forth development milestones and proposed dates of completion thereof. The development schedule may be phased; provided, however, that such development schedule shall require that the site work and necessary improvements for the Property to be utilized for hosting the annual Martin County Fair be completed within one (1) year; construction of the vertical facilities

necessary for a Fair office, restrooms available to the public, a year round agricultural and livestock exhibit building, and all infrastructure necessary to support these improvements shall be completed no later than five (5) years; and all construction be completed no later than fifteen (15) years from the date of execution of the Lease; and

(c) Cost estimates, certified by a Florida licensed engineer or general contractor acceptable to the County and retained by the Fair, for the construction on the Property for use in hosting the annual public fair and other public fair or exposition events, as those terms are defined in Chapter 616, Fla. Stat., in compliance with the design plans and development schedule submitted pursuant to this Section. Cost estimates should include but not be limited to, costs for final design, permits, surveys, capital facility charges and other government fees associated with development of the Property; and

(d) A Phase I Environmental Site Assessment (ESA) of the Property prepared by an environmental professional acceptable to the County and retained by the Fair. If the Fair exercises its Option and enters into the Lease with the County, the Fair shall follow all recommendations outlined in the ESA at the Fair's sole cost and expense; and

(e) A detailed Plan of Operation for the Martin County Fair

and other community events on the Property, to include public use, proposed fees, hours of operation, security, safety, emergency management and compliance with Chapter 616, Fla. Stat. and any other laws related to the proposed activities (i.e. Chapter 261, Fla. Stat. related to off highway vehicle activities); and

2. The above-described Submissions shall be subject to review and approval by the County Administrator or designee. This review and approval is in addition to any required regulatory review and approval by the County. The County in reviewing the Submissions shall have the right to approve, to reject, to request additional information, and to suggest amendments to the Submissions. The County agrees to review and respond to all Submissions in a timely manner not to exceed forty five (45) days from the date of delivery, and agrees its approval of the Fair's Submissions will not be unreasonably withheld. The Fair agrees to respond to all of the County's requests for additional information and suggested amendments to the Submissions in a timely manner not to exceed forty five (45) days from the date of delivery. The Fair agrees to have all final Submissions delivered to the County no later than September 25, 2020.

3. The County will deliver its approval or rejection of the Fair's Submissions in writing to _____ via [email address] within forty five (45) days of the Fair's delivery of its final Submission, or no later

than five (5) business days prior to the Termination of this Option, whichever is sooner. Approval or rejection by the County may be subject to consideration by the Board of County Commissioners.

4. By September 15, 2020, but no later than 120 days following delivery of the Submissions to the County, the Fair shall submit to the County, written certification by both its Treasurer and its Accountant, and its lender, if applicable, that the Fair has assets or pledged assets of no less than the full amount of the certified development cost for the minimum improvements that are required in the first five (5) years of the development schedule, as described in Section II. Paragraph A.1(a) and Section II. Paragraph A.1(b), above. Such certification shall specify the amount of cash, invested funds, signed pledge commitments, and approved grants from state, federal or private sources, as well as any loans or other financing agreements. The number of years within which any signed pledge or grant is payable shall also be specified. The County shall review such certification and documentation within sixty (60) days from the date of the Fair's submission of this final financial certification. The County shall have the right to request additional information concerning the certification, so long as the request is not unreasonable.

B. The Parties may alter or extend the Termination by written agreement executed by the Parties. To be effective, any such alteration or extension shall specify the date and time of termination of the Option.

C. Following timely compliance with all the requirements set forth in Section II. Paragraph A above, including approval by County of the Fair's Submissions as provided in Section II. Paragraph A.2., and acceptance by the County of the certification of funds as provided in Section II, Paragraph A.4., the Fair may exercise this Option by giving written notice of its election to exercise the Option delivered to the County at 2401 SE Monterey Road, Stuart, Florida 34996, attn.: Real Property Manager prior to Termination. The exercise of this Option must be received by the County on or before 5:00 PM, Eastern Standard Time, November 16, 2020. If this Option is not exercised in accordance with the provisions herein, the Option shall expire and terminate by its own terms and be of no force or effect.

SECTION III

TIME IS OF THE ESSENCE

Time is of the essence as to every time period and date set forth in this Option.

SECTION IV

EXECUTION OF LEASE

In the event the Option is exercised, the Lease attached hereto as **Exhibit "B"** shall be executed by authorized agent(s) of the County and the Fair, respectively. From the date of the exercise of the Option until the execution of the Lease, the parties shall be bound by the covenants contained in the Lease as if the Lease had been executed on the date the Option is exercised. The Fair is solely responsible for and agrees to in a timely manner provide written notice to all individuals and entities who have used space at the fairgrounds property within the twelve (12) months

immediately preceding its exercise of this Option that the Fair is relocating and the property previously used will no longer be available for use. The Fair shall provide to the County at the time the Option is exercised, a copy of the written notice and a list of recipients.

SECTION V

BUILDINGS AND IMPROVEMENTS ON PREMISES

During the term of this Option, the Fair and its employees, contractors, service providers, and agents shall have the right to enter the Property to conduct tests and inspect and investigate all aspects of the Property to determine whether, in the sole discretion of the Fair, the Property is satisfactory for the Fair's intended use and development. The Fair agrees to repair or replace any damage caused by the Fair in connection with the activities listed in this paragraph. The Fair shall give notice to the County at: Real_Property@martin.fl.us at least 24 hours prior to such entry.

The County shall not be liable during the term of this Option for any loss, injury, death or damage to persons or property sustained by the Fair or its employees, contractors, service providers, agents, or invitees in connection with investigating or visiting the Property, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the Fair or its employees, contractors, service providers, agents, or invitees.

The Fair shall indemnify the County against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of its actions on the Property or related to this Option. The Fair hereby waives all

claims against the County for damages to the property of the Fair in, on or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time from its use. The Fair agrees to hold the County harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the Fair on the Property. Further, the Fair agrees to defend the County against any and all such claims and suits as described above at the Fair's sole cost and expense with no cost and expense to be incurred by the County.

The parties agree that this instrument is a lease option which grants the Fair no rights of possession, nor maintenance obligation, prior to execution of the Lease by both parties.

SECTION VI **COMMENCEMENT OF LEASE**

The Lease shall commence at the time of delivery of the Fair's election to exercise this Option. At the time the Lease commences, the lease between the parties dated June 19, 2001 and recorded in Official Records Book 1575, Page 2380 of the Public Records of Martin County, Florida is hereby terminated and the Fair shall promptly record a Quit Claim Deed conveying to the County the property owned by the Fair pursuant to the Deed recorded in Official Records Book 139, Page 59 of the Public Records of Martin County, Florida.

IN WITNESS WHEREOF, the parties have executed this Option to Lease effective as of the date set forth in the first paragraph of this Option

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ATTEST:

MARTIN COUNTY FAIR ASSOCIATION, a
Florida not for profit fair association

By: _____
_____, Secretary

Witness:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Martin County Fair Association, a Florida not-for-profit fair association. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public

My Commission Expires:_____

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court & Comptroller

Edward V. Ciampi, Chairman

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

Krista A. Storey, Acting County Attorney

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EXHIBIT A LEGAL DESCRIPTION

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EXHIBIT B LEASE