

**PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY
AND
MARTIN COUNTY FAIR ASSOCIATION, INC.**

THIS PUBLIC PURPOSE LEASE AGREEMENT ("Lease") made this ____ day of _____ 2025 ("Effective Date"), between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, ("COUNTY"), and the **MARTIN COUNTY FAIR ASSOCIATION, INC.**, a Florida not-for-profit fair association, having its principal office at 2616 SW Dixie Highway, Stuart, Florida 34996, ("LESSEE"). COUNTY and LESSEE are sometimes referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the COUNTY is authorized pursuant to Section 125.38, Florida Statutes, to lease real property owned by the COUNTY to not-for-profit organizations organized for the purposes of promoting community interest and welfare; and

WHEREAS, the State of Florida has statutorily recognized that Florida fair associations' projects, activities, events, programs, and uses authorized by Chapter 616, Florida Statutes, constitute an essential governmental purpose; and

WHEREAS, the LESSEE is organized under Chapter 616, Florida Statutes, for the public purpose of hosting the Martin County Fair and other public exposition events as those terms are defined in Chapter 616, Florida Statutes ("Expositions"); and

WHEREAS, the LESSEE is statutorily authorized under Section 616.11, Florida Statutes, to enter into any contract, lease, or agreement with the COUNTY for its use and occupation of County-owned land for Expositions; and

WHEREAS, the LESSEE has applied to the COUNTY for a lease consisting of approximately 30.72 acres of real property owned by the COUNTY located along SW Citrus Boulevard in Martin County, Florida, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Premises"), to hold the Martin County Fair and other Expositions; and

WHEREAS, the COUNTY has determined that use of the Premises for the Martin County Fair and Expositions is compatible with the public purpose described above, such use is consistent with public recreation purposes, and the Premises is suited for said stated public purpose; and

WHEREAS, the COUNTY desires to lease the Premises to the LESSEE subject to the development timeline and base performance measures attached hereto as **Exhibit "B"** ("Base Performance Measures") and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Lease of Premises. The COUNTY hereby leases to the LESSEE, and LESSEE hereby leases from COUNTY, upon and subject to all terms, conditions, covenants and provisions contained herein, the COUNTY'S interest in and to the Premises, and all rights, privileges, and easements benefiting or pertaining thereto on the terms that follow.

3. Use of Premises. The LESSEE shall use the Premises exclusively for hosting the Martin County Fair and other Expositions, and for no other purpose. The LESSEE may license or rent space to other users for Expositions, as authorized in Chapter 616, Florida Statutes, in accordance with the terms and provisions of this Lease, and provided all use of the Premises is directly related to the Martin County Fair or other Expositions. Specifically, in licensing or renting space to other users for Expositions, the LESSEE shall ensure that the Premises is utilized only for the benefit and development of educational, agricultural, horticultural, livestock, equestrian, charitable, historical, civic, cultural, scientific, and other resources in Martin County for functions including but not limited to exhibits, concessions, industrial exhibitions, public gatherings, cultural activities, entertainment events, recreational vehicle parking, auctions, trade shows, concerts and other functions that the LESSEE determines will enhance the educational, physical, economic, and cultural interests of the public in Martin County. Any license or rental of space to not-for-profit charitable entities for Expositions shall be at such nominal charge as is necessary to cover projected actual expenses to the LESSEE for such organization's use of the Premises. Nothing herein shall prohibit the LESSEE from accepting donations. Nothing herein shall be construed as granting the LESSEE any right to use the Premises for any kind of commercial venture. Use of the Premises by the LESSEE shall comply with the Policies & Procedures for the Martin County Fair as set forth on **Exhibit "C"** attached hereto and as may be amended from time to time. Overnight camping, lodging, or sheltering on the Premises is strictly prohibited, except as set forth in Section 12.K. below. LESSEE's development of the Premises must comply with the timelines and requirements set forth in the Base Performance Measures as more particularly described in Section 7 below.

Notwithstanding any provision of this Lease to the contrary, the LESSEE may license or sublease space on the Premises to the Martin County Model Railroaders, Inc., a Florida not-for-profit corporation, provided such use complies with the terms and provisions of this Lease.

4. Term and Rent. The initial term of this Lease shall be for ten (10) years, with three (3) additional renewal periods of ten (10) years each, to run concurrently, upon

approval of each renewal period as more fully defined in Section 5 below. This Lease shall commence on **December 2, 2025**, and terminate automatically on **December 2, 2035** ("Term"), for an annual rent of One Hundred and Twenty and 00/100 Dollars ("(\$120.00"), which is in addition to the other valuable consideration attendant with the execution of this Lease, the value and sufficiency of which is acknowledged by the Parties. Rent is based on an "AS IS" rental valuation as of the beginning of the Lease Term, which is acceptable to the Parties.

5. Renewal. No less than 180 days prior to expiration of this Lease, upon written request of the LESSEE, the COUNTY will evaluate whether the Lease should be renewed, renewed with amendments, or not renewed. The COUNTY may, at its sole and absolute discretion, renew, renew with amendments, or not renew this Lease subject to approval by the County Administrator or his/her designee.

6. AS-IS Condition of Premises. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO OBLIGATION TO PROVIDE ANY IMPROVEMENTS TO THE PREMISES AND/OR PERFORM ANY MAINTENANCE, REPAIR AND/OR REPLACEMENTS WITH RESPECT TO THE PREMISES, ANY IMPROVEMENTS, FIXTURES OR EQUIPMENT THEREON, AND LESSEE HEREBY ACCEPTS THE PREMISES IN ITS AS-IS, WHERE-IS CONDITION EXISTING AS OF THE EFFECTIVE DATE. COUNTY HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS FITNESS, SUITABILITY, HABITABILITY, USABILITY, OR ANY OTHER MATTER OR THING AFFECTING, AFFECTED BY OR RELATED TO THE PREMISES, ANY IMPROVEMENTS, FIXTURES OR EQUIPMENT THEREON AND THAT LESSEE IS NOT RELYING UPON COUNTY IN ANY MANNER REGARDING THE CONDITION OF THE PREMISES, ANY IMPROVEMENTS, FIXTURES OR EQUIPMENT THEREON AND/OR THE PRESENT OR FUTURE SUITABILITY THEREOF FOR THE CONDUCT OF LESSEE'S BUSINESS.

7. Improvements. The Premises is not improved and consists of vacant land. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. LESSEE shall develop and use the Premises in compliance with the operation, maintenance, and construction standards set forth on the Base Performance Measures, along with any modifications to such standards as COUNTY may establish from time to time, provided any such modifications do not materially increase LESSEE's obligations or reduce LESSEE's rights under this Lease. LESSEE's failure to comply with the timelines and requirements set forth in the Base Performance Measures shall be deemed a material default under this Lease.

B. Construction and/or Alterations of Improvements:

All improvements and structures on the Premises, and any and all alterations and additions to any improvements or structures which require a permit under applicable County regulations, are subject to prior written approval by the COUNTY as provided below and shall be made and maintained at the expense of LESSEE and without cost to

the COUNTY. This provision includes clearing, earth moving and alteration to the land.

LESSEE shall be required to submit to COUNTY a site plan for the Initial Improvements (as hereinafter defined) within six (6) months after the Effective Date. Site work required for a "rustic fair", stormwater infrastructure, utility connections, general and handicapped parking and permanent vertical facilities necessary for an office/agricultural education space for LESSEE and public restrooms (collectively, the "Initial Improvements") must be completed no later than three (3) years from site plan approval, as set forth in the Base Performance Measures. If after 3 years following site plan approval, LESSEE has not completed construction of the Initial Improvements, either party shall be entitled to terminate this Lease upon thirty (30) days' notice to the other party. The parties acknowledge that the time frames set forth in this paragraph are not subject to extension based on *force majeure*, as such term is defined in Section 16.E. below. For purposes of this section, a "rustic fair" includes all customary elements of an annual county fair held in temporary facilities.

C. Governmental Approvals. Mandatory Improvements:

The LESSEE shall provide signage to indicate that the Premises is owned by the COUNTY and is being operated for the benefit of the public for the purposes stated herein. The LESSEE agrees, at its sole cost and expense, to improve or renovate the Premises only with the written consent of the County Administrator as provided hereinbelow. This obligation is in addition to LESSEE's obligation to obtain permits or any other governmental approvals for the proposed use, including, but not limited to all necessary COUNTY development approvals and permits, Martin County Building Department permits and other agency approvals and permits, if required. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulations or fee applicable to the review, renovations, or development of this Premises. Nothing herein shall be deemed to make the COUNTY a co-applicant with the LESSEE for any governmental approvals, including COUNTY approval. It is expressly understood, and agreed by LESSEE, that the COUNTY shall not be liable to LESSEE for any expense or damage incurred by LESSEE resulting from the failure of COUNTY or other governmental entity to approve any or all necessary governmental approvals or permits required for the proposed improvements.

D. Permissive Improvements:

The LESSEE shall only have the right to make alterations and additions, or new or additional construction to improvements and structures on the Premises, with the prior written approval of the Martin County Administrator who may, at his or her discretion, request approval by the Martin County Board of County Commissioners ("Board"). All plans and specifications for proposed alterations, additions, and construction shall be submitted in writing to the Martin County Administrator. The County Administrator shall respond in writing within twenty (20) days of delivery by approving, rejecting, requesting revisions, or advising LESSEE that Board consideration is required.

E. Ownership:

All improvements, structures, and fixtures upon the Premises shall be exclusively operated and controlled by the LESSEE during the Term of this Lease at no cost to the COUNTY. Upon the expiration or earlier termination of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear excepted, and all improvements, structures, and fixtures (excepting only sign panels and movable trade fixtures installed at the LESSEE's cost), whether installed by the COUNTY, the LESSEE or any other person or entity, shall become, when made, a part of the Premises, and upon the expiration or earlier termination of this Lease, shall be surrendered with the Premises in good usable condition, ordinary wear and tear accepted and free of any liens or encumbrances other than those which LESSEE accepts the Premises from COUNTY subject to. Upon the termination or expiration of this Lease, title to all improvements and personal property of LESSEE located in, on, or upon the Premises will thereupon, and without further action by either party, vest in the COUNTY, and LESSEE will promptly thereafter execute and deliver to COUNTY such deed or bill of sale as COUNTY may reasonably require, provided it contains no covenant, warranty, representation or other liability of LESSEE not contained herein and it does not require any payment or credit by LESSEE. The terms of this section shall survive the termination or expiration of this Lease.

F. Performance Bond. LESSEE shall obtain a performance bond or other surety pursuant to Section 255.05, Florida Statutes, prior to commencement of construction, alterations, or demolition of any improvements on the Premises. Such surety shall ensure payment of all costs and the proper and timely completion of all LESSEE's obligations as outlined in **Exhibit "B"** attached hereto and shall be issued by a provider approved by the COUNTY in an amount equal to One Hundred and Twenty Five Percent (125%) of the total cost of completion of such work, with COUNTY named as an additional payee in the event LESSEE fails to fully perform all the work outlined in a timely manner and in accordance with all requirements of this Lease.

8. Repairs and Maintenance.

A The LESSEE agrees that all portions of the Premises and any improvements located thereon shall be kept in good repair and condition at LESSEE's expense, including but not limited to, the interior and exterior of all buildings and structures, all improvements, grounds, landscaping, parking areas, sidewalks, and walkways. The LESSEE shall make all repairs, alterations, and replacements of every kind with respect to the Premises necessary to maintain the Premises in good condition, and shall make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term of this Lease. The LESSEE shall make all repairs, alterations, and replacements necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity, and sewerage) and make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term of this Lease. Nothing contained in this Lease shall impose on COUNTY the obligation to make any repairs or expend any monies for the maintenance of the Premises.

B At all times during Term of the Lease, the LESSEE shall maintain a service contract with an air conditioning repair firm, acceptable to the COUNTY and fully licensed to repair heating, ventilating and air conditioning ("HVAC") systems in the State of Florida, for the regular maintenance of the HVAC system(s) servicing any structures on the Premises, which firm shall regularly service and inspect the air conditioning unit(s) on the Premises in accordance with the manufacturer's requirements. The LESSEE shall furnish copies of all maintenance records and service reports to the COUNTY's General Services Department on an annual basis. Additionally, if any HVAC equipment is damaged in any way, the LESSEE shall promptly repair (and if necessary, replace) the equipment.

C Any necessary repair work must be performed by LESSEE at its sole cost and expense, within a reasonable time. Upon written notice by the COUNTY of any item or structure requiring repair, LESSEE shall provide the COUNTY with a quote and repair schedule from a qualified vendor within twenty-one (21) days of the date of the notice from the COUNTY. The LESSEE agrees to make or contract for emergency repairs, when necessary, and provide protective measures to the extent possible to protect the Premises from damage and to prevent injury to persons or loss of life. LESSEE shall have no right of recovery against the COUNTY or the Premises for losses or damage to stock, furniture and fixtures, equipment, improvements, and betterment in, on and about the Premises.

D The LESSEE agrees to use its best efforts to ensure that the Premises, including the interior and exterior of any and all structures and improvements placed thereon, are maintained in an attractive condition. The LESSEE shall be responsible for maintaining the Premises free from trash and debris. The LESSEE shall provide suitable trash containers and separate recycling containers and shall maintain same during the Martin County Fair and any Expositions held on the Premises or shall secure a contracted waste collection service to satisfy this condition.

9. **Utilities.** During the term of this Lease, LESSEE shall be liable for and shall pay directly to the servicing utility, all charges and fees (together with any applicable taxes or assessments thereon) when due for water, gas, electricity, heat, sewer, refuse collection, janitorial service, telephone and any other utility charges or similar items in connection with the use or occupancy of the Premises. As soon as reasonably possible after the Effective Date, LESSEE shall have all applicable utility service providers separately bill LESSEE for all such utilities. COUNTY shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with any utility service. LESSEE, at LESSEE's sole expense, shall be responsible to pay all initial utility connection charges, hook-up fees, tap fees, and impact fees in connection with any improvements and LESSEE's use of the Premises.

10. **Insurance, Indemnification and Damage by Casualty.**

A. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, Commercial General Liability Insurance, including contractual liability, and contamination liability, adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million Dollars (\$1,000,000.00) per claim

for bodily injury and property damage and an aggregate amount of Five Million Dollars (\$5,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional named insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be non-cancelable with respect to County except upon thirty (30) days written notice to County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

B. To the extent required by applicable law, LESSEE shall procure and maintain in force at its expenses during the Term of this Lease, worker's compensation insurance for all its employees employed in connection with the operations of LESSEE related to this Lease. Such insurance shall fully comply with Chapter 440, Fla. Stat., Workers Compensation. The workers compensation insurance policy required by this Lease shall also include Employers Liability coverage. The LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable. A waiver of subrogation will be provided.

C. The LESSEE will carry fire, extended coverage, vandalism, and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Premises in accordance with normally accepted standards in the insurance industry. Such policy shall name the COUNTY as additional named insured and may not be canceled with respect to the COUNTY except upon thirty (30) days written notice to the COUNTY. A waiver of subrogation will be provided.

D. The LESSEE shall indemnify the COUNTY to the extent allowable by law against all claims, liabilities, loss, or damage whatsoever on account of any loss, injury, death, or damage, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE hereby waives all claims against the COUNTY for damages to personal property and existing or future improvements on the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE 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 LESSEE on the Premises. Further, the LESSEE agrees to defend and hold the COUNTY harmless against any and all such claims and suits as described above at the LESSEE's sole cost and expense, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE agrees to include the COUNTY in any and all Release and Waiver of Liability forms LESSEE issues for execution by participants and spectators, subject to review and approval of the language by the COUNTY which shall not be unreasonably withheld.

E. The COUNTY shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except in the instance of the COUNTY's

negligence or willful misconduct.

11. Taxes. The LESSEE will be responsible for all taxes lawfully levied against the Premises, during the Term of this Lease, if any.

12. LESSEE's Responsibilities.

A. The LESSEE agrees to follow and abide by all local, state, and federal laws, ordinances, and regulations.

B. The LESSEE agrees that the Premises may be open to the public during the Martin County Fair and other Expositions from 7am to 11pm on Sunday through Thursday and from 7am to 11:59pm on Friday and Saturday, unless a different time is approved in writing by the COUNTY. The LESSEE agrees to maintain an office on the Premises for conducting its operations which will be open to the public a minimum of thirty (30) hours per week. Hours of operation shall be posted on or around the entrance. The LESSEE is not required to set up a temporary office on the Premises prior to the construction of the office in compliance with the construction schedule for improvements as set forth in Articles 6 and 7 of this Lease.

C. The LESSEE shall ensure the general public's access, as more fully defined in that certain Non-Exclusive Access and Maintenance Easement recorded in the public records of Martin County, to the Premises is limited solely to the extent necessary for the safety and security of the public and the operation of the Martin County Fair or other Expositions being held on the Premises. The LESSEE shall ensure that the public is granted admission to any public activity on the Premises upon the payment of a reasonable admission fee or charge. The LESSEE agrees to establish a schedule of reasonable fees for its annual Fair and Exposition uses consistent with other fair and exposition uses in South Florida and for use of the Premises by third-parties consistent with the terms of this Lease. The LESSEE agrees to submit its schedule of fees to the COUNTY for its review on or before December 31 of each year and at any time revisions to the schedule of fees is contemplated. The Parties agree that in the event that the COUNTY does not approve the LESSEE's fee schedule, the COUNTY's determination of reasonable fees shall be the final determination. If the COUNTY does not approve the LESSEE's fee schedule, the fee schedule from the previous year will remain in effect. If the COUNTY fails to act upon LESSEE's request for approval of the fee schedule within thirty (30) days, the submitted schedule shall be deemed approved for that fiscal year.

D. The LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, or giving away any cigarettes or tobacco products of any nature from, in, around, or in connection with the Premises. Alcoholic beverages may be sold, dispensed, given away, and consumed on the Premises during events in compliance with all applicable local, state, and federal laws, rules, and regulations.

E. The LESSEE shall maintain an active website displaying its schedule of activities to be held on the Premises, a listing of its officers/directors, and general contact

information.

F. The LESSEE shall designate a qualified manager or other qualified staff person for its operations, who shall be physically available during office operating hours. The qualifications of the designated manager shall be submitted to the COUNTY upon request. The LESSEE agrees that a designated assistant manager shall be available when the manager is not available.

G. The LESSEE agrees that as between the Parties, all persons engaged in any service or other activity on the Premises shall be, at all times, and in all places, subject to the LESSEE's sole direction, supervision and control and shall not be considered an employee, agent, or servant of the COUNTY.

H. The LESSEE shall annually ensure that all of its volunteers and employees have passed an employment Level 1 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation of compliance with the provisions of Chapter 435, Fla. Stat. Volunteers who assist on an intermittent basis for less than ten (10) hours a month and are always within the line of sight of a background screened individual may be exempted from the Level 1 background screening requirement and will be included in the attestation as exempt. The LESSEE shall take reasonable steps to ensure that none of its volunteers and employees are a convicted sexual predator or sexual offender. Information received from these background screenings will be made available to the COUNTY upon request to determine if the LESSEE is in compliance with this requirement.

I. The LESSEE shall not permit any person involved in the operation or organization of any activity on the Premises, including but not limited to entertainers, volunteers, vendors, and employees, to directly supervise, control, or assist children in a position of trust or responsibility on the Premises if that person is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website . The LESSEE is responsible for conducting this search or obtaining an attestation as to this search prior to holding or allowing any activity on the Premises.

J. The LESSEE for itself, and its permitted successors in interest, as a part of the consideration for this Lease, does hereby covenant and agree that:

- 1) No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the concession services offered in or at the Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion, or ancestry; and

- 2) The LESSEE shall not discriminate against any employee or applicant for employment in connection with the Premises with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin, or ancestry; and
- 3) The LESSEE agrees that the Premises, including the LESSEE's facilities and programs, shall at all times comply with the Americans with Disabilities Act ("ADA") and shall provide the COUNTY with an ADA compliance plan prior to occupancy; and
- 4) The LESSEE shall furnish the COUNTY with a list of its officers and board of directors and notify the COUNTY of the names of any new officers and directors at the time of their election. The LESSEE agrees to provide its By-laws to the COUNTY. The LESSEE shall furnish the COUNTY with the names and addresses of the LESSEE's officers and employees who have the authority to make payments on behalf of LESSEE.

K. The LESSEE agrees that there shall be no camping, lodging, sheltering or active overnight use of the Premises. Overnight use solely for staging or storage of equipment and materials where no human or animal remains on the Premises is permitted; provided such overnight use is directly related to LESSEE's use of the Premises during the Martin County Fair or other Exhibitions. In the event of an approaching hurricane or named tropical storm, LESSEE shall reasonably secure and evacuate the Premises. Notwithstanding the foregoing, LESSEE may permit overnight temporary lodging on the Premises for authorized vendors of the Martin County Fair or other Exhibitions for a period commencing five (5) days before the Martin County Fair or other Exhibition and terminating 5 days after the Martin County Fair or other Exhibition, and provided that LESSEE shall be responsible for ensuring that any such vendors reasonably secure and evacuate the Premises within twenty-four (24) hours' notice provided by COUNTY to LESSEE. The requirements set forth in the immediately preceding sentence must be incorporated into any short term agreements with vendors related to the operation of the Martin County Fair.

L. The LESSEE agrees that all wastewater from restrooms, sinks, showers, and exhibits shall be collected and disposed of in accordance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to those of the Department of Health, Department of Environmental Protection, and Department of Agriculture; and shall not be in violation of the COUNTY's National Pollutant Discharge Elimination Systems Phase II Municipal Separate Storm Sewer System permit No. FLR04E013. The LESSEE must ensure that a sanitation company provides the required service including pump outs for wastewater before, during and after any activity on the Premises. The LESSEE will ensure it receives from the sanitation company a service log or tear sheets and will maintain such service log or tear sheets as part of its records related to the permitted activity on the Premises.

M. The LESSEE will ensure any animals exhibited or offered for adoption on the Premises are in good health, with proof of required vaccinations and permits. Animals are to be provided with humane treatment at all times, not limited to available water, shelter, and protection from the elements and the public, in addition to acceptable housing while on the Premises. The LESSEE will ensure that greywater, animal manure and other wastes from animals on the Premises will be properly disposed of during and within twenty-one (21) days after the conclusion of the activity for which animals were on the Premises.

N. The LESSEE agrees to keep books, accounts, and records that reflect all revenues and expenditures connected with the management and operation of the Premises. The books, accounts, and records shall be maintained in accordance with generally accepted accounting principles and shall be made available to the COUNTY for examination or audit during normal business hours, upon five (5) days' written notice. In addition, the LESSEE shall provide the COUNTY with a copy of its annual audit and annual financial statements relating to the LESSEE's occupancy and use of the Premises no later than February 1 of each year covering the LESSEE's prior fiscal year, which ends June 30.

O. Pursuant to Chapter 616, Fla. Stat., upon the dissolution of the LESSEE, monies and any improvements on the Premises whether paid for by the LESSEE or the COUNTY shall revert to the COUNTY. The COUNTY may require the LESSEE'S Board of Directors to provide to it a distribution resolution as provided for in Section 616.07, Fla. Stat.

P. At 5:00 pm, Eastern Standard Time, on the last day of the last Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in a condition no worse than accepted by the LESSEE, reasonable wear and tear excepted, as further described in Section 7.E.

13. Inspection and Emergency Use by COUNTY.

The COUNTY and its agents may, with reasonable notice, make periodic inspections of the Premises to determine whether the LESSEE is operating in compliance with the terms and conditions of this Lease. The frequency of the inspections shall be as deemed necessary by the COUNTY in its sole discretion. Upon notification by the COUNTY and within the timeframe specified within such notification, the LESSEE shall make all changes necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

In the event of a natural disaster or declared state of emergency, COUNTY shall have the right to use, or permit the use of, any and all parking areas located on the Premises for purposes of establishing a temporary disaster relief staging area, food/supply distribution area or other emergency response area as deemed necessary by COUNTY in its sole and absolute discretion. COUNTY will make best efforts to provide reasonable notice to LESSEE of such emergency use, and LESSEE agrees to cooperate with

COUNTY to ensure all parking areas are clear and accessible for such purposes.

14. Prohibition on Assignment, Encumbrance, and Use.

A. The LESSEE shall not assign this Lease or sublet the Premises, or any portion thereof, to any other party without the prior express written approval of the County Administrator. Any attempt to assign this Lease or sublet the Premises without the prior express written approval of the County Administrator is an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. This paragraph shall not be construed to prevent the LESSEE from entering into short-term agreements with vendors related to the operation of the Martin County Fair, or to prevent the LESSEE from contracting with other entities or individuals for other Expositions as provided for in Article 3 of this Lease without approval from the County Administrator. The LESSEE shall be permitted to recover any and all projected operating costs from groups, agencies, and individuals wishing to use space on the Premises for the purposes of conducting Expositions. All such Expositions shall be consistent with the use of the Premises by the LESSEE as established in Article 3 of this Lease.

B. The LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the Office, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease or the Office shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. Upon written notice by COUNTY of an alleged default under this Section 13 (8), LESSEE shall be given no more than thirty (30) days to cure said default.

C. The LESSEE shall not pledge the COUNTY's credit or make it a guarantor or surety for any contract debt, obligation, judgment, lien, or any form of indebtedness. The LESSEE warrants and represents that it has no obligation or indebtedness which would impair its ability to fulfill the terms of this Lease.

15. Environmental Compliance; Environmental Containment and Removal.

A. With regards to the LESSEE's environmental responsibilities, the LESSEE agrees to comply with all existing and future federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered (collectively "Environmental Laws"). The LESSEE shall at all times be responsible for any discharge, disposal or release of any toxic or hazardous substances, chemicals, wastes, sewage, materials or pollutants, of any kind or nature, which are now or hereafter regulated, controlled, governed, restricted or prohibited by any federal, state or local law, code, decision, statute, regulation, rule, or ordinance currently in existence or hereafter enacted or rendered ("Wastes") at the Premises in any manner whatsoever, occurring during the Term of this Lease by the LESSEE or any of the LESSEE's employees, agents, licensees, invitees, or trespassers on the Premises. Notwithstanding the foregoing provisions, the LESSEE shall not be liable for any discharge, disposal or release of any Wastes at the Premises caused by the negligence or willful misconduct of the COUNTY. The LESSEE shall not be liable for any known or unknown Wastes existing

prior to the LESSEE's use and occupancy of the Premises.

B. The LESSEE shall, at the LESSEE's expense, and upon demand of the COUNTY or any other local, state, or federal regulatory agency, promptly contain, remove, and remediate any Wastes discharged, disposed or released on the Premises occurring during the Term of this Lease. If the LESSEE does not take action promptly to have such Wastes contained, removed, and abated, the COUNTY or any of its designated contractors or agents may, upon reasonable notice to the LESSEE, which notice shall be written unless an emergency condition exists, as determined by the COUNTY at its sole discretion, undertake the removal of the Wastes; however, any such action by the COUNTY or any of its designated contractors or agents shall not relieve the LESSEE of its obligations under this or any other provision of this Lease or as imposed by law.

C. The LESSEE shall indemnify and hold harmless the COUNTY, its elected officials, employees, and agents from and against all claims, actions, and damages arising out of its operations on the Premises or from any discharge, disposal, or release of waste.

D. The LESSEE shall provide the COUNTY with notice of all discharges, disposals, and releases of Wastes occurring on the Premises. Upon request by the COUNTY, the LESSEE shall make all documentation related to all releases, discharges, and disposals performed on the Premises available to review by the COUNTY or its agents.

E. LESSEE shall assure that any approved license, rental or sublease of space to a third-party user includes similar covenants regarding hazardous materials and environmental requirements as set forth in this section and shall be diligent in the enforcement of such provisions. LESSEE shall indemnify, protect, defend and hold harmless COUNTY from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of LESSEE'S breach of the obligations set forth in the immediately preceding sentence.

F. The LESSEE's responsibilities under this Section 15 shall survive the expiration or earlier termination of this Lease and shall apply with equal force and effect to contamination discovered subsequently thereto, if the same is attributable to the LESSEE's historical presence on the Premises.

16. Termination

A. The COUNTY through its County Administrator or the County Administrator's designee shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as "Event of Default," thirty (30) days after delivery of written notice of default, during which period the LESSEE may cure the Event of Default to the reasonable satisfaction of the COUNTY:

- 1) Institution of proceedings in voluntary bankruptcy by the LESSEE.
- 2) Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings are not dismissed within 90 days.
- 3) Assignment of this Lease for the benefit of creditors.
- 4) Failure to operate the Premises in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with the purposes and requirements of this Lease.
- 5) Abandonment of or discontinuance of operations at the Office by the LESSEE for more than thirty (30) days.
- 6) Dissolution, whether voluntary or involuntary, of the LESSEE's corporation.
- 7) Default, non-performance or other non-compliance with any covenant, requirement, or other provision of any nature whatsoever under this Lease.
- 8) Violation of any federal, state, or local law, rule, or regulation.
- 9) Failure to timely submit a complete Site Plan or diligently pursue Site Plan approval.
- 10) Failure to substantially comply with the development plans for the Initial Improvements on the Premises.

B. Upon the occurrence of an Event of Default, the COUNTY shall send a written notice to the LESSEE in the manner set forth in Article 18 of this Lease, setting forth the Event of Default in specific detail and identifying the end of the cure period and date this Lease shall terminate in the event the LESSEE does not cure the default to the reasonable satisfaction of the COUNTY.

C. The cure period shall be thirty (30) days after receipt of a written default notice from the COUNTY. The cure period may be extended by the Parties in writing if the Event of Default is of such nature that it cannot be completely cured within thirty (30) days. If the LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then the COUNTY may terminate this Lease on not less than three (3) days' notice to the LESSEE.

D. In the event the LESSEE fails to cure the Event of Default within the cure period, this Lease shall be deemed to be terminated with no further action by the COUNTY. In no event, however, shall such termination relieve the LESSEE of its obligation to pay any and all remaining rent due and owing to the COUNTY for the period up to and including the date of termination. Notwithstanding the foregoing, COUNTY may, at its option, declare the rent due for the entire balance of the then current Lease term immediately due and payable as though such amounts were payable in advance on the date the Event of Default occurred.

E. Except as otherwise provided in this Lease, neither Party shall be deemed in default or in breach of this Lease to the extent it is unable to perform due to an event of *force majeure*. For the purpose of this Lease, *force majeure* shall mean and include any act of God, accident, fire, hurricane, lockout, pandemic, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality, (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either Party which was not avoidable in the exercise of reasonable care and foresight.

16. Integration. The drafting, execution, and delivery of this Lease by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Lease contains the entire agreement between the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties other than those recited herein. This Lease cannot be changed or modified except by written instrument executed by all Parties hereto. This Lease and the terms and conditions herein apply to and are binding upon the heirs, legal representatives, successors and assigns of both Parties.

17. Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Governing Law, Venue, Fees and WAIVER OF JURY TRIAL.

A This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue of any action or lawsuit arising from, related to, or in connection with this Lease shall be in Martin County, Florida.

B The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either Party in law or equity. The prevailing party in any litigation arising out of this Lease shall be entitled to recover its reasonable attorneys' fees and costs, at trial, on any appeal and in bankruptcy from the non-prevailing party or debtor, as appropriate.

C EACH PARTY HEREBY VOLUNTARILY, MUTUALLY AND WILLINGLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE.

19. Notices. Any notice shall be deemed duly served if personally served, or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service, or electronic transmission (email) as follows:

COUNTY: Martin County Real Property
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 221-2354
Email: real_property@martin.fl.us

COUNTY ATTORNEY: County Attorney
Martin County Administrative Offices
2401 SE Monterey Road
Stuart, Florida 34996

LESSEE: Martin County Fair Association
Attn: Executive Director or Registered Agent
2616 SW Dixie Highway
Stuart, FL 34996
Telephone: (772) 220-3247
Email: fairoffice@martincountyfair.com

LESSEE's ATTORNEY: McCarthy Summers Bobko Wood Norman Bass & Melby, P.A.
Attn: Terrence McCarthy, Esq.
2400 SE Federal Highway
Stuart, FL 34994
Email: tpm@mccarthysummers.com

Any Party may change the information above by giving written notice of such change as provided herein.

20. LESSEE's Duties Regarding Public Records. The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption.

21. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Health Department.

22. No Waiver. There shall be no waiver of the right of either Party to demand strict performance of any of the provisions, terms, and covenants of this Lease nor shall there be any waiver of any breach, default, or non-performance by either Party, unless such waiver is explicitly made in writing by the other Party. Any previous waiver or course of dealing shall not affect the right of either Party to demand strict performance of the provisions, terms, and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default, or non-performance hereof by the other

Party.

23. Entirety of Agreement. The Parties agree that this Agreement sets forth the entire agreement between the Parties, and in that regard, there are no promises or understandings other than those stated in this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the Parties.

24. Interpretation of Lease. This Lease is the result of negotiation between the Parties and has been typed/printed by one Party for the convenience of both Parties, and the Parties covenant that this Lease shall not be construed in favor of or against either of the Parties.

25. Mediation. In the event of a dispute between the Parties in connection with this Lease, as a condition precedent to filing a lawsuit, the Parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The Parties shall agree on a mediator chosen from a list of Florida Supreme Court certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the Parties. To the extent allowed by law, the mediation process shall be confidential. If a Party files a lawsuit without attempting in good faith to mediate first, that Party shall pay the attorneys' fees and costs of the other Party that seeks to enforce this provision.

26. Recording. COUNTY shall have the right to record this Lease, or a memorandum or "short form" of this Lease, in the Public Records of Martin County, Florida.

27. Signatures; Counterparts. Any copy of this Lease that is fully executed by County and Lessee, whether scanned, photocopied, photographed, or otherwise duplicated in any format, shall be as effective as any fully executed original and authentic for any purpose. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

28. Time is of the essence in connection with any time period or deadline set forth in this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease effective the date set forth above.

ATTEST:

LESSEE:

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

BY: Kyle Kirkland
Kyle Kirkland, President

Signature

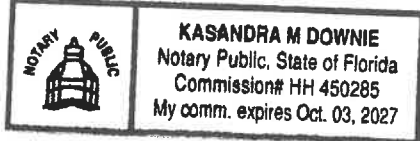
Print Name: Micah Robbins

Address: 2616 SE Gulfstream Rd. Federal Tax No.: 59-1533299
Hobe Sound FL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 14th day of Nov, 2025, by Kyle Kirkland, who is the President of Martin County Fair Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced a valid Driver's License.

SEAL



Kassandra M Downie
Notary Public, State of Florida

ATTEST:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

Exhibit “A”
Legal Description

[See attached]

Exhibit “B”
Development Timeline and Base Performance Measures

Performance Measure	Timeline
Submission of Site Plan	Within six (6) months after Effective Date
General and Handicapped Parking No fewer than 1,500 general and 60 paved handicapped parking spaces	Within three (3) years after Site Plan Approval
Public Restroom Facilities No fewer than 20 restroom stalls (6 stalls and 8 urinals in men’s restroom and 14 stalls in women’s restroom)	Within three (3) years after Site Plan Approval
Fair Office / Agricultural Education Space and Storage CBS or other hurricane-rated structure of no fewer than 7,500 square feet built in accordance with County standards	Within three (3) years after Site Plan Approval
Utility Connections All utility connections required by applicable governmental authority or utility company(ies)	Within three (3) years after Site Plan Approval
Stormwater Infrastructure All stormwater infrastructure required by applicable governmental authority	Within three (3) years after Site Plan Approval

Exhibit “C”
Policies and Procedures

[*See attached*]