FIRST AMENDMENT TO PUBLIC PURPOSE LEASE AGREEMENT BETWEEN

MARTIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND

MARTIN COUNTY FAIR ASSOCIATION, INC., A NONPROFIT CORPORATION

THIS FIRST AMENDMENT TO PUBLIC PURPOSE LEASE AGREEMENT ("Amendment") is made this _____ day of ______, 2025, by and between MARTIN COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and MARTIN COUNTY FAIR ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "LESSEE").

RECITALS

WHEREAS, on June 19, 2001, COUNTY and LESSEE entered into that certain Public Purpose Lease Agreement (the "Lease") recorded in Official Records Book 1575, Page 2380, Public Records of Martin County, Florida, to lease real property owned by the COUNTY to fair associations organized under Chapter 616, Florida Statutes, for the purpose of conducting and operating public fairs and exhibitions; and

WHEREAS, on September 3, 2025, County Administration directed staff to amend the Lease, which is currently set to expire on June 18, 2026, to extend the term of the Lease for one (1) additional year, establishing a new expiration date of June 18, 2027; and

WHEREAS, the parties desire to extend the Lease term to accommodate the anticipated relocation of the Fairgrounds.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Recitals & Defined Terms. COUNTY and LESSEE acknowledge and agree that the foregoing recitals are true, correct and fully binding upon them in all respects, which recitals are in their entirety hereby incorporated into this Amendment. All capitalized terms used herein and not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Lease.
- 2. <u>Term.</u> Paragraph 3 of the Lease entitled "TERM" is hereby amended such that the expiration date of the Lease shall be June 18, 2027; provided, that all terms and conditions set forth in the original Lease, shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:	<u>COUNTY</u> :
	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	SARAH HEARD, CHAIR
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
	ELYSSE A. ELDER, ACTING COUNTY ATTORNEY
ATTEST:	<u>LESSEE</u> :
Print Name and Title: Mican Rossius E.D.	MARTIN COUNTY FAIR ASSOCIATION, INC.
Address: & 16 SE Gulfshem PC (Jose Sound, FL. 33455	BY: Kyle Kirkland, President
	Federal Tax No59-1533299
STATE OF FLORIDA COUNTY OF Martin	
The foregoing instrument was acknowledged before me this // day of, 2025 by Kyle Kirkland, as the President of the Martin County Fair Association, Inc., a Florida nonprofit corporation existing under the laws of the State of Florida, () by means of physical presence or () online notarization. He/she is () personally known to me or () has produced	
V. D. C. A. M.	Mary Rubine Welgat Notary Public, State of Florida My Commission Expires:
My Commission Expires: This document may be reproduced upon request in an alternative format by contacting the COUNTY ADA Coordinator, (72) 320-3131, the COUNTY Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback	