

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

HERNANDO COUNTY, a
Political subdivision of the
State of Florida,

Appellant,

v.

CASE NO.: 5D23-1060
LT CASE NO.: 2021-CC-1454

HERNANDO COUNTY FAIR
ASSOCIATION, INC.,
a Florida not for profit
corporation,

Appellee.

_____/_____
STIPULATED MEDIATION AGREEMENT

COMES NOW, HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and the Defendant HERNANDO COUNTY FAIR ASSOCIATION, INC. ("HCFA"), who stipulate and agree to the following:

1. The HCFA owns the real property located at 6436 Broad Street, Brooksville, Florida 34601 and more specifically described as the following:

A parcel of land lying within Section 33, Township 22 South, Range 19 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northwest

corner of the Southeast 1/4 of said Section 33; thence along the North boundary of the Southeast 1/4 of said Section 33, N.89°31'00"E., a distance of 36.51 feet to the centerline of an unnamed road as shown on the Plat of Johnson Height as recorded Plat Book 4, Page 12, of the Public Records of Hernando County, Florida; thence along the centerline of said unnamed road S.00°23'04"W., a distance of 22.65 feet to the Southeast corner of the Plat of said Johnson Height; thence S.00°23'04"W., a distance of 57.38 feet to a point 80.00 feet South of the North boundary of the Southeast 1/4 of said Section 33 for a POINT OF BEGINNING, said point also being on the East boundary of the Lease Parcel as described in Official Book 1085, Page 973 of the Public Records of Hernando County, Florida; thence parallel with the North boundary of the Southeast 1/4 of said Section 33, N.89°31'00"E., a distance of 425.88 feet; thence S.30°43'25"E., a distance of 394.63 feet; thence N.89°51'04"E., a distance of 47.73 feet; thence S.24°21'23"E., a distance of 136.72 feet to the Northwesterly right-of-way of the Proposed North/South Collector Road as described in Official Records Book 2584, Page 1322 of the Public Records of Hernando County, Florida; thence along said Northwesterly right-of-way the following two (2) courses: 1) S.56°38'48"W., a distance of 336.47 feet to a point of curvature; 2) Southwesterly 312.65 feet along the arc of a curve to the left, to the centerline of Magnolia Creek, said curve having a radius of 2,160.00 feet, a central angle of 08°17'36", and a chord bearing and distance of S.52°30'00"W., 312.38 feet; thence meander the centerline of said Magnolia Creek in a Northwesterly direction the following eight courses: 1) S.78°57'17"W., a distance of 27.16 feet; 2) N.64°53'43"W., a distance of 18.46 feet; 3) N.20°27'28"W., a distance of 39.82 feet; 4) N.50°09'20"W., a distance of 79.61 feet; 5) N.72°03'33"W., a distance of 97.28 feet; 6) N.02°50'10"W., a distance of 46.89 feet; 7) N.05°58'04"W., a distance of 50.73 feet; 8) N.46°06'31"W., a distance of 22.20 feet to the West boundary of the Southeast 1/4 of said Section 33; thence along the West boundary of the Southeast 1/4

of Said Section 33, S.00°20'48"E., a distance of 474.20 feet to the Northwesterly right-of-way of said Proposed North/South Collector Road and a non-tangent point of curvature; thence along said Northwesterly right-of-way, Southwesterly 172.71 feet along the arc of a curve to the left to the South boundary of the Southwest 1/4 of said Section 33, said curve having a radius of 2,160.00 feet, a central angle of 04°34'52", and a chord bearing and distance of S.37°11'37"W., 172.66 feet; thence along the South boundary of the Southwest 1/4 of said Section 33, N.89°53'25"W., a distance of 1,215.24 feet to the Southwest corner of the East 1/2 of the Southwest 1/4 of said Section 33; thence West boundary of the East 1/2 of the Southwest 1/4 of said Section 33, N.00°21'10"W., a distance of 526.51 feet to the Easterly right-of-way of U.S. Highway 41 as shown on the right-of-way maps for State Road 45, Section 08010-2525, approved March 26, 1992; thence along the Easterly right-of-way of said U.S. Highway 41, N.26°13'38"E., a distance of 774.37 feet to a point 55.00 feet South of the centerline of said Oliver Street; thence parallel with the centerline of said Oliver Street, S.89°33'37"E., a distance of 433.54 feet; thence S.12°31'14"W., a distance of 305.35 feet; thence S.54°01'06"E., a distance of 497.86 feet; thence N.83°16'50"E., a distance of 227.37 feet to the East boundary of said Lease Parcel; thence along the East boundary said Lease Parcel, N00°23'04", a distance of 542.98 feet to the POINT OF BEGINNING.

Containing 37.414 acres more or less.

("Fairgrounds Parcel").

2. The County and the HCFA entered into two agreements, a Memorandum of Agreement and Performance Agreement, to facilitate the redevelopment of the Fairgrounds Parcel for an annual Hernando

County fair and other events.

3. The County currently owns the Lonnie Coburn Park located at 1340 Oliver Street, Brooksville, Florida 34601 (“Lonnie Coburn Park”).

4. The HCFA leased the Lonnie Coburn Park from the County until the County terminated the lease agreement in May of 2021.

5. The County repaired structures at the Lonnie Coburn Park after the termination of the lease with the HCFA, spending a total of \$66,421.48 for such repairs.

6. Without the adjudication of any issue of fact or law and without this Stipulated Mediation Agreement (“Agreement”) constituting evidence against or admission by any Party with respect to any issue of fact or law, the Parties stipulate and agree to the provisions in this Agreement.

7. The HCFA stipulates and agrees to the following:

- a. The HCFA shall amend its Articles of Incorporation and corporate bylaws to state that the Board of Directors for the HCFA shall be composed of seven (7) people who are selected by the HCFA, seven (7) people who are appointed by the Hernando County Board of County Commissioners,

and one (1) person who is selected by a majority vote of the Board of Directors as selected by the HCFA and the County as a result of this Agreement.

- b. The HCFA shall further amend its Articles of Incorporation and corporate bylaws to state that no more than one person on the HCFA Board of Directors can be a Hernando County Commissioner and no more than one person on the Board of Directors can be an employee of the County.
- c. The HCFA shall also amend its Articles of Incorporation and corporate bylaws to state that no member of the Board of Directors of the HCFA shall be a member of the Board of Directors of another entity licensed under Chapter 616 of the Florida Statutes.
- d. The HCFA shall pay the County \$10,000.00 for the structural and roof repairs performed by the County at the Lonnie Coburn Park within sixty (60) days of the approval of this Agreement by the governing body of each party.

8. The County stipulates and agrees to the following conditions:

- a. Within ten (10) days of the of the election or appointment

of the membership of the HCFA Board of Directors pursuant to this Agreement, the County shall voluntarily dismiss this appeal. At the same time, the County shall also voluntarily dismiss Hernando County case number H-27-2022-CA-338 against the HCFA.

9. The Parties hereby stipulate and agree that upon the voluntary dismissal of this appeal, the Memorandum of Agreement and Performance Agreement are terminated and of no further force and effect between the Parties.

10. The Parties to this Agreement agree that its terms and conditions shall survive the dismissal of this appeal and its related lower court case, H-27-2021-CC-1454. The terms and conditions of this Agreement also survive the dismissal of case number H-27-2022-CA-338. The Parties expressly agree that this Agreement and its provisions shall be fully enforceable in a court of competent jurisdiction.

11. The Parties understand and agree that this Agreement is contingent upon approval by the governing body for each Party, and the effective date of this Agreement shall be the later date of each governing body's approval of the same. If either Party's governing

body does not approve this Agreement, this Agreement shall be null and void.

12. This Agreement is subject to approval by the Hernando County Board of County Commissioners and the HCFA Board of Directors. This Agreement is not binding until formally approved and voted on by each Party's governing body.


13. The Parties to this Agreement shall each pay their own attorney's fees in relation to the drafting of this Agreement or its enforcement.

14. This Agreement contains the entire agreement of the parties, and no covenants, representations, inducements, or promises, oral or otherwise, not embodied in this Agreement shall be in force or effect. This Agreement may not be modified, nor any of its provisions waived, except by a writing signed by both parties and approved by the lower court in this action.

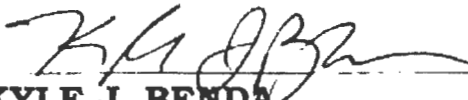
15. If any clause, section, sentence, or any other portion or any part of this Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent they are contrary, prohibited, invalid, or void; however,

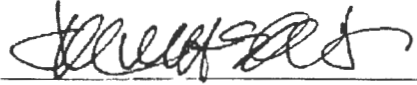
the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


CHRIS LINSBECK
Hernando County
Community Services Director


SUSAN STRINGER
Vice President, Hernando County
Fair Association, Inc.


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