

IN THE COUNTY COURT OF HERNANDO COUNTY, FLORIDA

Case No. 27-2021-CC-1454

HERNANDO COUNTY

Plaintiff(s)

HERNANDO COUNTY
FMR ASSOCIATION, INC

Defendant(s)

STIPULATION OF AGREEMENT

The parties hereto file this joint stipulation agreement as follows:

THE ATTACHED ADDENDUM (2 PAGES)

[Signature]
~~This agreement settles all disputes and countersuits concerning the underlying issues of this case. If Defendant(s) fail to comply with this agreement, Plaintiff(s) is entitled to judgment in the original amount of this claim less any amounts paid, without notice to defendant, by presentation of an affidavit to the Clerk of Courts. After judgment is entered the legal rate of interest will apply.~~

[Signature]
~~If this agreement is a money settlement of a Writ of Replevin, Plaintiff(s) understand that if Defendant(s) fails to comply with the terms of this agreement, the sole remedy available is a money judgment which Plaintiff(s) can use to levy upon any unexempt property of the Defendant(s), including the items sought in the original replevin action.~~

[Signature] Page County Administrator
Plaintiff(s) HERNANDO COUNTY

[Signature] HCFA President
Defendant(s) HERNANDO COUNTY
FMR ASSOCIATION, INC

This document was prepared by the mediator in accordance with the agreement of the parties.

Date Signed 7/27/26 Mediator *[Signature]* Daniel E. Tobin Mediator # 44481 CR

Printed Mediator Name: Daniel E Tobin

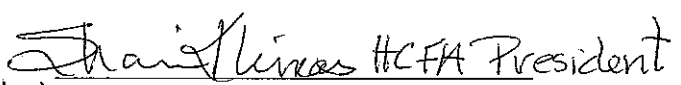
ADDENDUM to 21-CC-1454 STIPULATION OF AGREEMENT

The parties shall bring the following to their respective Boards within 30 days for approval or rejection:

1. The defendants shall file simultaneously their fair permit information to the Board of County Commissioners each year when they file it with the State.
2. The defendants shall post a \$5,000 performance bond on or before September 1, 2026.
3. This relates to case 21-CA-718, the defendants will pay a total of \$12,000 in attorney fees; they shall pay \$1,000 per month starting September 1, 2026, and to be paid on the first day of the month each month thereafter until paid in full.
4. The plaintiff shall dismiss 21-CA-718 with prejudice if the defendants pay the \$12,000 in full within one year of September 1, 2026. The plaintiff reserves the right to pursue attorney's fees up to \$20,000 if the defendants do not pay the \$12,000 within one year as described herein, the defendant reserves all defenses and entitlement to an amount of fees.
5. The defendant's attorney and County's attorney shall file a joint motion to hold case 21-CA-718 in abeyance for one year from September 1, 2026.
6. The above-described \$12,000 will be designated and committed by the County for future redevelopment of the fairgrounds.
7. The defendants shall provide a comprehensive report and shall include marketing, list of vendors, list of events, gross receipts, and expenses within ninety days after each annual County Fair's conclusion to the Board of County Commissioners.
8. The defendant shall submit to the BOCC the current Master Plan to the County Attorney's Office by September 11, 2026. And shall submit to CAO a redevelopment report that covers the period from 2008 through to July 27, 2026, which report shall detail all work undertaken at the fairgrounds for which a building permit or environmental resource permit were required. The redevelopment report shall include vendor/contractor records, building permits, building inspections, engineered drawings and reports, etc., pertaining to the completed aspects of the Master Plan.
9. The defendant shall present the current Master Plan and the redevelopment report described above at the October 27, 2026 BOCC meeting. Once the defendant makes this presentation, case 27-2021-CC-1454 shall be dismissed with prejudice.
10. The defendant shall submit to the Board of County Commissioners an updated Master Plan within nine months of October 27, 2026.

ADDENDUM to 21-CC-1454 STIPULATION OF AGREEMENT

11. Any disagreements involving this mediated settlement agreement will be mediated before either party files a lawsuit.
12. Designation of contact persons: The County designates the County Administrator or his designee as the County's contact person. The defendant designates its association's president or their designee as the defendant's contact person. All communication must be documented.
13. The May 27, 2008, Memorandum of Agreement and Performance Agreement shall remain in full force and effect as effective on the date thereof, or is ratified and incorporated herein for all purposes of the redevelopment of the fairgrounds.
14. The parties, by entering into this Mediated Settlement Agreement, do not admit the validity of any claim, cause of action, affirmative defenses, or any other matter raised by the opposing party.

 HERNANDO COUNTY Plaintiff / Date	 HERNANDO COUNTY FAIR ASSOCIATION INC Defendant/Date
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