

AGENDA ITEM SUMMARY

Department

I. EXECUTIVE BRIEF

Approved By: Lerman Price 12-1-06
Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this/these agreements.

C. Departmental Fiscal Review:

John P. White

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

John D. White 12-14-02
 OFMB
12/13/02

John J. Jacoby 12/18/06
 Contract Dev. and Control
12/18/06

B. Legal Sufficiency:

This item complies with current County policies.

Shan Burr 12-18-06
 Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**LICENSE AGREEMENT
RELATING TO FIRE-RESCUE TRAINING AND STRUCTURE BURN**

This Agreement is made the 28 day of April, 2005, between **Gregory L. Kaplan and Susan J. Singer** (hereinafter "Owner") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter the "County").

WHEREAS, the County desires to conduct fire-rescue training exercises on a particular parcel of property owned by Owner, including the burning of any structures thereon, and Owner desires that the County conduct fire-rescue training exercises on said property, including the burning of any structures thereon;

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth and the benefits hereby acknowledged as mutually accruing unto each party, the parties hereby agree as follows:

SECTION I: OWNER'S REPRESENTATIONS

Owner represents, certifies and warrants to the County that the following facts are true and will remain true from the time of execution of this Agreement through the end of the training period authorized under this Agreement:

Owner is the sole legal owner of the parcel of property described below, located in Palm Beach County, Florida, and any and all structures and improvements situated thereon. Said structures and improvements shall be referred to hereinafter singularly and collectively as the "Structure". Said parcel of property and the Structure shall be referred to hereinafter collectively as the "Property".

Parcel Identification Number: 00-41-43-11-00-000-7190

Property Street Address: 11919 Mellow Court, Royal Palm Beach, FL 33411

Type of Structure(s) and Visual Description: Single Family Dwelling, detached garage

Owner's Address: 11919 Mellow Court, Royal Palm Beach, FL 33411

Owner is vested with fee simple title to the Property and has the authority to grant this consent and authorization to conduct fire-rescue training on the Property including the destruction of the Structure by burning. Title to the Property has been examined on Owner's behalf and there are no outstanding mortgages, liens or other encumbrances upon the

Property. No other persons or entities have any interest in the Property. All utility services have been disconnected, including but not limited to gas, electric, water, telephone and cable. Owner has notified the County in writing of any and all dangerous conditions or substances on or about the Property, including but not limited to any structural damage and the existence of asbestos, fuel or other potentially injurious or hazardous materials or substances. The Property, including the Structure, is not insured for property damage.

SECTION II: CONSENT AND AUTHORIZATION

Owner hereby authorizes the County and its agents, employees, officers and invitees to enter upon and occupy the Property, and to conduct thereon fire-rescue training exercises, specifically including but not limited to the burning of the Structure, and any activities related or incidental to the fire-rescue training. Owner further authorizes the County to post "no trespassing" signs on the Property and to order any unauthorized persons to leave the Property. This consent and authorization shall be valid during the period of time from **April 1, 2005** through and including **June 1, 2005** (hereinafter referred to as the "authorized training period"). Owner further authorizes the County to inspect the Property, or to have it inspected, prior to and during the authorized training period.

Owner understands and acknowledges that it is anticipated that the Structure will be consumed in its entirety of all combustibles. Owner consents to and acknowledges the effects that said burn may have on the physical composition of the Property and the makeup of non-combustibles which are a part of, or located in, on, or in proximity to, the Structure. Owner also consents to and acknowledges that natural vegetation or growth in proximity to the Structure may be destroyed or damaged, either directly or indirectly, from the fire-rescue training exercises.

Owner understands and acknowledges that the County will expend resources in preparing for said fire-rescue training exercises and that the County, in reliance upon this Agreement, may decline to pursue other properties available for training. Owner understands and acknowledges that if it revokes its consent and authorization prior to the end of the authorized training period, then the County may pursue legal recourse to enforce this Agreement and collect damages incurred in its reliance hereon. Owner agrees to notify the County of any revocation in writing with at least five days prior notice.

SECTION III: RESPONSIBILITIES AND DUTIES

The nature, extent and timing of fire-rescue training activities to be performed on the Property by the County rests solely within the discretion of the County. The County may refuse to burn the Structure or conduct other training exercises on the Property, or may discontinue any such burn or training exercises, should the County determine that such activity cannot be conducted in a reasonably safe and appropriate manner or for any other reason. Any fire-rescue training exercises conducted by the County pursuant to this Agreement shall be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The cost of conducting the fire-rescue training exercises authorized hereunder shall be borne by the County, except that Owner shall be responsible for the cost of abating or removing any hazardous conditions and materials, including removal of asbestos, as deemed necessary or prudent pursuant to inspections performed on the Property. Owner shall be responsible for having said hazardous conditions and materials abated or removed by a qualified contractor and in accordance with any applicable laws, regulations and safety standards. Owner shall provide the County with documentation confirming the abatement or removal of hazardous conditions and materials.

Prior to the commencement of the authorized training period, the County will provide Owner with a schedule indicating the type of training exercises to be performed and the anticipated dates for each training exercise. The County Fire-Rescue Department may alter this schedule with prior notice to Owner.

Owner shall be responsible for securing the Property, including the Structure, against entry from unauthorized persons before and during the authorized training period. Upon completion of the training activities, Owner will be fully responsible for the clean up and removal of any remaining portions of the Structure and any debris in accordance with any applicable laws and regulations and for securing and creating a safe site.

Owner acknowledges benefits received by it under this Agreement in the possible monetary savings in razing costs of the Structure and possible enhancement of fire-rescue services. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and possible enhancement of fire-rescue services.

SECTION IV: INDEMNIFICATION

In consideration of the County conducting fire-rescue training exercises on the Property, which may include the burning of the Structure, and other valuable consideration received and acknowledged, Owner shall protect, defend, reimburse, indemnify, release and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether known or unknown, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way related or incidental to the fire-rescue training exercises, including related inspections and structure burns, on the Property, including but not limited to claims of mortgage and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the structure burn, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Structure or surrounding property, claims arising from harmful conditions on the Property, and claims relating to environmental or bodily injury (including death); provided however that with respect to damage or injury to County equipment or personnel acting within the scope of their duties, this paragraph shall apply only to the extent that such damage or injury arises out of or is in any way related or incidental to an act, omission or liability attributable in whole or in part to Owner or its agent, including but not limited to the failure to disclose any harmful condition.

SECTION V: INSURANCE

Owner will not file any insurance claim relating to damage or destruction of the Property, including the Structure, arising out of or in any way related to the fire-rescue training exercises performed hereunder, including related inspections and structure burns.

SECTION VI: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by hand or by certified mail, return receipt requested, to:

Owner:

MR. GREGORY L. KAPLAN
MS. SUSAN J. SINGER
8133 MIZNER LANE
BOCA RATON, FL 33433

County:

Palm Beach County Fire-Rescue
50 South Military Trail, Suite 101
West Palm Beach, FL 33415
Attn: Fire-Rescue Administrator

SECTION VII: REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION VIII: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION IX: SURVIVABILITY

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, shall survive the execution and delivery of this Agreement and the consummation of the activities contemplated hereby.

SECTION X: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

SECTION XI: CONTEXT, PLURAL, GENDER:

Where the context of this document requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

WITNESS:

[Signature]
Signature
John A. Wilson
Name

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Fire-Rescue

WITNESS:

[Signature]
Signature-Brad Havrilla, Captain, PBCFR

[Signature]
Signature-Brad Havrilla, Captain, PBCFR

OWNERS OR AGENT *

[Signature]
Signature - Gregory L. Kaplan

[Signature]
Signature - Susan J. Singer

*** IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS DOCUMENT**

The foregoing instrument was acknowledged, subscribed and sworn to before me this 30 day of March, 2005 by Gregory L. Kaplan, who is personally known to me or who has produced _____ as identification, and who did take an oath.



Charlotte M. Rebillard
Notary Signature
Charlotte M. Rebillard
Print Notary Name

Notary Public, State of Florida
My Commission Expires: 8-28-08

The foregoing instrument was acknowledged, subscribed and sworn to before me this 30 day of March, 2005 by Susan J. Singer, who is personally known to me or who has produced _____ as identification, and who did take an oath.



Charlotte M. Rebillard
Notary Signature
Charlotte M. Rebillard
Print Notary Name

Notary Public, State of Florida
My Commission Expires: 8-28-08

**LICENSE AGREEMENT
RELATING TO FIRE-RESCUE TRAINING AND STRUCTURE BURN**

This Agreement is made the 6 day of April, 2006, between John Max Davis and Betty D. Davis (collectively referred to as "Owner") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter the "County").

WHEREAS, the County desires to conduct fire-rescue training exercises on a particular parcel of property owned by Owner, including the burning of any structures thereon, and Owner desires that the County conduct fire-rescue training exercises on said property, including the burning of any structures thereon;

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth and the benefits hereby acknowledged as mutually accruing unto each party, the parties hereby agree as follows:

SECTION I: OWNER'S REPRESENTATIONS

Owner represents, certifies and warrants to the County that the following facts are true and will remain true from the time of execution of this Agreement through the end of the training period authorized under this Agreement:

Owner is the sole legal owner of the parcel of property described below, located in Palm Beach County, Florida, and any and all structures and improvements situated thereon. Said structures and improvements shall be referred to hereinafter singularly and collectively as the "Structure". Said parcel of property and the Structure shall be referred to hereinafter collectively as the "Property".

Parcel Identification Number or Legal Description of Property:

00-41-41-01-00-000-1080

Property Street Address: 17601 103RD Terr N, Jupiter, Florida 33478

Type of Structure(s) and Visual Description: 2,114 Sq Ft Single Family Dwelling

Owner's Address: 11046 Oakway Circle, Palm Beach Gardens, Florida 33410

Owner is vested with fee simple title to the Property and has the authority to grant this consent and authorization to conduct fire-rescue training on the Property including the destruction of the Structure by burning. Title to the Property has been examined on Owner's behalf and there are no outstanding mortgages, liens or other encumbrances upon the Property. No other persons or entities have any interest in the Property. All utility services have been disconnected, including but not limited to gas, electric, water, telephone and cable. Owner has notified the County in writing of any and all dangerous conditions or substances on or about the Property, including but not limited to any structural damage and the existence of asbestos, fuel or other potentially injurious or hazardous materials or substances. The Property, including the Structure, is not insured for

property damage.

SECTION II: CONSENT AND AUTHORIZATION

7/6/06
10/2/06
11/6
Owner hereby authorizes the County and its agents, employees, officers and invitees to enter upon and occupy the Property, and to conduct thereon fire-rescue training exercises, specifically including but not limited to the burning of the Structure, and any activities related or incidental to the fire-rescue training. Owner further authorizes the County to post "no trespassing" signs on the Property and to order any unauthorized persons to leave the Property. This consent and authorization shall be valid during the period of time from April 1, 2006 through and including ^{OCTOBER} ~~August~~ 1, 2006 (hereinafter referred to as the "authorized training period"). Owner further authorizes the County to inspect the Property, or to have it inspected, prior to and during the authorized training period.

Owner understands and acknowledges that it is anticipated that the Structure will be consumed in its entirety of all combustibles. Owner consents to and acknowledges the effects that said burn may have on the physical composition of the Property and the makeup of non-combustibles which are a part of, or located in, on, or in proximity to, the Structure. Owner also consents to and acknowledges that natural vegetation or growth in proximity to the Structure may be destroyed or damaged, either directly or indirectly, from the fire-rescue training exercises.

Owner understands and acknowledges that the County will expend resources in preparing for said fire-rescue training exercises and that the County, in reliance upon this Agreement, may decline to pursue other properties available for training. Owner understands and acknowledges that if it revokes its consent and authorization prior to the end of the authorized training period, then the County may pursue legal recourse to enforce this Agreement and collect damages incurred in its reliance hereon. Owner agrees to notify the County of any revocation in writing with at least five days prior notice.

SECTION III: RESPONSIBILITIES AND DUTIES

The nature, extent and timing of fire-rescue training activities to be performed on the Property by the County rests solely within the discretion of the County. The County may refuse to burn the Structure or conduct other training exercises on the Property, or may discontinue any such burn or training exercises, should the County determine that such activity cannot be conducted in a reasonably safe and appropriate manner or for any other reason. Any fire-rescue training exercises conducted by the County pursuant to this Agreement shall be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The cost of conducting the fire-rescue training exercises authorized hereunder shall be borne by the County, except that Owner shall be responsible for the cost of abating or removing any hazardous conditions and materials, including removal of asbestos, as deemed necessary or prudent pursuant to inspections performed on the Property. Owner shall be responsible for having

said hazardous conditions and materials abated or removed by a qualified contractor and in accordance with any applicable laws, regulations and safety standards. Owner shall provide the County with documentation confirming the abatement or removal of hazardous conditions and materials.

Prior to the commencement of the authorized training period, the County will provide Owner with a schedule indicating the type of training exercises to be performed and the anticipated dates for each training exercise. The County Fire-Rescue Department may alter this schedule with prior notice to Owner.

Owner shall be responsible for securing the Property, including the Structure, against entry from unauthorized persons before and during the authorized training period. Upon completion of the training activities, Owner will be fully responsible for the clean up and removal of any remaining portions of the Structure and any debris in accordance with any applicable laws and regulations and for securing and creating a safe site.

Owner acknowledges benefits received by it under this Agreement in the possible monetary savings in razing costs of the Structure and possible enhancement of fire-rescue services. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and possible enhancement of fire-rescue services.

SECTION IV: INDEMNIFICATION

In consideration of the County conducting fire-rescue training exercises on the Property, which may include the burning of the Structure, and other valuable consideration received and acknowledged, Owner shall protect, defend, reimburse, indemnify, release and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether known or unknown, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way related or incidental to the fire-rescue training exercises, including related inspections and structure burns, on the Property, including but not limited to claims of mortgage and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the structure burn, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Structure or surrounding property, claims arising from harmful conditions on the Property, and claims relating to environmental or bodily injury (including death); provided however that with respect to damage or injury to County equipment or personnel acting within the scope of their duties, this paragraph shall apply only to the extent that such damage or injury arises out of or is in any way related or incidental to an act, omission or liability attributable in whole or in part to Owner or its agent, including but not limited to the failure to disclose any harmful condition.

SECTION V: INSURANCE

Owner will not file any insurance claim relating to damage or destruction of the Property,

including the Structure, arising out of or in any way related to the fire-rescue training exercises performed hereunder, including related inspections and structure burns.

SECTION VI: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by hand or by certified mail, return receipt requested, to:

Owner:

Mr. James Matthew Davis
11046 Oakway Circle
Palm Beach Gardens, FL 33410

County:

Palm Beach County Fire-Rescue
50 South Military Trail, Suite 101
West Palm Beach, FL 33415
Attn: Fire-Rescue Administrator

SECTION VII: REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION VIII: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION IX: SURVIVABILITY

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, shall survive the execution and delivery of this Agreement and the consummation of the activities contemplated hereby.

SECTION X: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

SECTION XI: CONTEXT, PLURAL, GENDER:

Where the context of this document requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

WITNESS:

L.K. Sheppard
Signature
Randy Sheppard
Name

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By:

Herman Brice
Herman W. Brice, Fire-Rescue Administrator
Through Robert Weisman, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Mark Bunon
County Attorney

By:

APPROVED AS TO TERMS AND
CONDITIONS
[Signature]
Fire-Rescue

WITNESS:

[Signature]
Signature
Thomas Dooley
Name

OWNER OR AGENT*

John Max Davis
John Max Davis

WITNESS:

M. Barry
Signature
Maureen Barry
Name

OWNER OR AGENT*

Betty D. Davis
Betty D. Davis

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS DOCUMENT

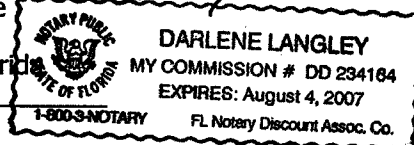
The foregoing instrument was acknowledged, subscribed and sworn to before me this 6 day of April, 2006, by John Max Davis, who is personally known to me or who has produced Personally Known as identification, and who did take an oath; and by John Max Davis, who is personally known to me or who has produced as identification, and who did take an oath.

C. Darlene Langley
Notary Signature

C. Darlene Langley
Print Notary Name

[SEAL]

Notary Public, State of Florida
My Commission Expires:



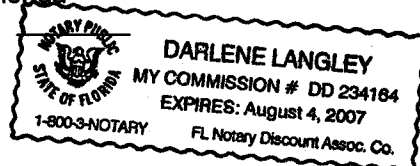
The foregoing instrument was acknowledged, subscribed and sworn to before me this 6 day of April, 2006, by Betty D. Davis, who is personally known to me or who has produced Personally Known as identification, and who did take an oath; and by Betty D. Davis, who is personally known to me or who has produced as identification, and who did take an oath.

C. Darlene Langley
Notary Signature

C. Darlene Langley
Print Notary Name

[SEAL]

Notary Public, State of Florida
My Commission Expires:



**LICENSE AGREEMENT
RELATING TO FIRE-RESCUE TRAINING AND STRUCTURE BURN**

This Agreement is made the 14 day of September, 2006, between **Papa Holdings Limited Partnership**, a Nevada Limited Partnership, (hereinafter "Owner") and **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter the "County").

WHEREAS, the County desires to conduct fire-rescue training exercises on a particular parcel of property owned by Owner, including the burning of any structures thereon, and Owner desires that the County conduct fire-rescue training exercises on said property, including the burning of any structures thereon;

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth and the benefits hereby acknowledged as mutually accruing unto each party, the parties hereby agree as follows:

SECTION I: OWNER'S REPRESENTATIONS

Owner represents, certifies and warrants to the County that the following facts are true and will remain true from the time of execution of this Agreement through the end of the training period authorized under this Agreement:

Owner is the sole legal owner of the parcel of property described below, located in Palm Beach County, Florida, and any and all structures and improvements situated thereon. Said structures and improvements shall be referred to hereinafter singularly and collectively as the "Structure". Said parcel of property and the Structure shall be referred to hereinafter collectively as the "Property".

Parcel Identification Number: 00-42-41-03-09-000-0520

Property Street Address: 17490 Thrush Drive, Jupiter, Florida

Type of Structure(s) and Visual Description: Single Family Residence

Owner's Address: 6071 Via Venetia N, Delray Beach, Florida 33484

Owner is vested with fee simple title to the Property and has the authority to grant this consent and authorization to conduct fire-rescue training on the Property including the destruction of the Structure by burning. Title to the Property has been examined on Owner's behalf and there are no outstanding mortgages, liens or other encumbrances upon the Property. No other persons or entities have any interest in the Property. All utility services have been disconnected, including but not limited to gas, electric, water, telephone and cable. Owner has notified the County in writing of any and all dangerous conditions or substances on or about the Property, including but not limited to any structural damage and the existence of asbestos, fuel or other potentially injurious or hazardous materials or substances. The Property, including the Structure, is not insured for property damage.

SECTION II: CONSENT AND AUTHORIZATION

Owner hereby authorizes the County and its agents, employees, officers and invitees to enter upon and occupy the Property, and to conduct thereon fire-rescue training exercises, specifically including but not limited to the burning of the Structure, and any activities related or incidental to the fire-rescue training. Owner further authorizes the County to post "no trespassing" signs on the Property and to order any unauthorized persons to leave the Property. This consent and authorization shall be valid during the period of time from **September 1, 2006 through and including December 1, 2006** (hereinafter referred to as the "authorized training period"). Owner further authorizes the County to inspect the Property, or to have it inspected, prior to and during the authorized training period.

Owner understands and acknowledges that it is anticipated that the Structure will be consumed in its entirety of all combustibles. Owner consents to and acknowledges the effects that said burn may have on the physical composition of the Property and the makeup of non-combustibles which are a part of, or located in, on, or in proximity to, the Structure. Owner also consents to and acknowledges that natural vegetation or growth in proximity to the Structure may be destroyed or damaged, either directly or indirectly, from the fire-rescue training exercises.

Owner understands and acknowledges that the County will expend resources in preparing for said fire-rescue training exercises and that the County, in reliance upon this Agreement, may decline to pursue other properties available for training. Owner understands and acknowledges that if it revokes its consent and authorization prior to the end of the authorized training period, then the County may pursue legal recourse to enforce this Agreement and collect damages incurred in its reliance hereon. Owner agrees to notify the County of any revocation in writing with at least five days prior notice.

SECTION III: RESPONSIBILITIES AND DUTIES

The nature, extent and timing of fire-rescue training activities to be performed on the Property by the County rests solely within the discretion of the County. The County may refuse to burn the Structure or conduct other training exercises on the Property, or may discontinue any such burn or training exercises, should the County determine that such activity cannot be conducted in a reasonably safe and appropriate manner or for any other reason. Any fire-rescue training exercises conducted by the County pursuant to this Agreement shall be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The cost of conducting the fire-rescue training exercises authorized hereunder shall be borne by the County, except that Owner shall be responsible for the cost of abating or removing any hazardous conditions and materials, including removal of asbestos, as deemed necessary or prudent pursuant to inspections performed on the Property. Owner shall be responsible for having said hazardous conditions and materials abated or removed by a qualified contractor and in accordance with any applicable laws, regulations and safety standards. Owner shall provide the

County with documentation confirming the abatement or removal of hazardous conditions and materials.

Prior to the commencement of the authorized training period, the County will provide Owner with a schedule indicating the type of training exercises to be performed and the anticipated dates for each training exercise. The County Fire-Rescue Department may alter this schedule with prior notice to Owner.

Owner shall be responsible for securing the Property, including the Structure, against entry from unauthorized persons before and during the authorized training period. Upon completion of the training activities, Owner will be fully responsible for the clean up and removal of any remaining portions of the Structure and any debris in accordance with any applicable laws and regulations and for securing and creating a safe site.

Owner acknowledges benefits received by it under this Agreement in the possible monetary savings in razing costs of the Structure and possible enhancement of fire-rescue services. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and possible enhancement of fire-rescue services.

SECTION IV: INDEMNIFICATION

In consideration of the County conducting fire-rescue training exercises on the Property, which may include the burning of the Structure, and other valuable consideration received and acknowledged, Owner shall protect, defend, reimburse, indemnify, release and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether known or unknown, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way related or incidental to the fire-rescue training exercises, including related inspections and structure burns, on the Property, including but not limited to claims of mortgage and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the structure burn, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Structure or surrounding property, claims arising from harmful conditions on the Property, and claims relating to environmental or bodily injury (including death); provided however that with respect to damage or injury to County equipment or personnel acting within the scope of their duties, this paragraph shall apply only to the extent that such damage or injury arises out of or is in any way related or incidental to an act, omission or liability attributable in whole or in part to Owner or its agent, including but not limited to the failure to disclose any harmful condition.

SECTION V: INSURANCE

Owner will not file any insurance claim relating to damage or destruction of the Property, including the Structure, arising out of or in any way related to the fire-rescue training exercises

performed hereunder, including related inspections and structure burns.

SECTION VI: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by hand or by certified mail, return receipt requested, to:

Owner:

6071 Via Venetia N
Delray Beach, FL 33484
Attn: Dr. Michael Papa

County:

Palm Beach County Fire-Rescue
50 South Military Trail, Suite 101
West Palm Beach, FL 33415
Attn: Fire-Rescue Administrator

SECTION VII: REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION VIII: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION IX: SURVIVABILITY

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, shall survive the execution and delivery of this Agreement and the consummation of the activities contemplated hereby.

SECTION X: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

SECTION XI: CONTEXT, PLURAL, GENDER:

Where the context of this document requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

WITNESS:

Laura Alkan
Signature

LAURA A. CHAO
Name

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: Herman Brice
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Ivan Burton
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Fire-Rescue

WITNESS:

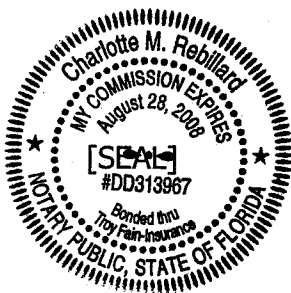
[Signature]
Signature

Ernest Hackett
Name

PAPA HOLDINGS LIMITED PARTNERSHIP

By: [Signature]
Papa Management, Inc., General Partner,
by Michael A. Papa, Director

The foregoing instrument was acknowledged, subscribed and sworn to before me this 14 day of September, 2006, by Michael A. Papa, who is personally known to me or who has produced driver's license as identification, and who did take an oath.



Notary Signature Charlotte M. Rebillard

Print Notary Name Charlotte M. Rebillard

Notary Public, State of Florida
My Commission Expires: 8-28-08

**LICENSE AGREEMENT
RELATING TO FIRE-RESCUE TRAINING AND STRUCTURE BURN**

This Agreement is made the 20 day of October, 2006, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter the "County") and Roger L. Simonson, Trustee of the Robert B. Simonson Irrevocable Trust effective 6/5/97 f/b/o Roger L. Simonson (EIN: 65-6245519) and Robert David Simonson, Trustee of the Robert B. Simonson Irrevocable Trust effective 6/5/97 f/b/o Robert David Simonson (EIN: 65-6245446) (hereinafter collectively referred to as "Owner").

WHEREAS, the County desires to conduct fire-rescue training exercises on a particular parcel of property owned by Owner, including the burning of any structures thereon, and Owner desires that the County conduct fire-rescue training exercises on said property, including the burning of any structures thereon;

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth and the benefits hereby acknowledged as mutually accruing unto each party, the parties hereby agree as follows:

SECTION I: OWNER'S REPRESENTATIONS

Owner represents, certifies and warrants to the County that the following facts are true and will remain true from the time of execution of this Agreement through the end of the training period authorized under this Agreement:

Owner is the sole legal owner of the parcel of property described below, located in Palm Beach County, Florida, and any and all structures and improvements situated thereon. Said structures and improvements shall be referred to hereinafter singularly and collectively as the "Structure". Said parcel of property and the Structure shall be referred to hereinafter collectively as the "Property".

Parcel Identification Number or Legal Description of Property: 00-37-42-20-01-010-0020

Property Street Address: 968 US Highway 441, Pahokee, Florida

Type of Structure(s) and Visual Description: Farm House

Owner's Address: 1081 Bacom Point Rd, Pahokee, Florida 33476

Owner is vested with fee simple title to the Property and has the authority to grant this consent and authorization to conduct fire-rescue training on the Property including the destruction of the Structure by burning. Title to the Property has been examined on Owner's behalf and there are no outstanding mortgages, liens or other encumbrances upon the Property. No other persons or entities have any interest in the Property. All utility services have been disconnected, including but not limited to gas, electric, water, telephone and cable. Owner has notified the County in writing of any and all dangerous conditions or substances on or about the Property, including but not limited to any structural damage and the existence of asbestos, fuel or other potentially injurious

or hazardous materials or substances. The Property, including the Structure, is not insured for property damage.

SECTION II: CONSENT AND AUTHORIZATION

Owner hereby authorizes the County and its agents, employees, officers and invitees to enter upon and occupy the Property, and to conduct thereon fire-rescue training exercises, specifically including but not limited to the burning of the Structure, and any activities related or incidental to the fire-rescue training. Owner further authorizes the County to post "no trespassing" signs on the Property and to order any unauthorized persons to leave the Property. This consent and authorization shall be valid during the period of time from **October 23, 2006** through and including **January 30, 2007** (hereinafter referred to as the "authorized training period"). Owner further authorizes the County to inspect the Property, or to have it inspected, prior to and during the authorized training period.

Owner understands and acknowledges that it is anticipated that the Structure will be consumed in its entirety of all combustibles. Owner consents to and acknowledges the effects that said burn may have on the physical composition of the Property and the makeup of non-combustibles which are a part of, or located in, on, or in proximity to, the Structure. Owner also consents to and acknowledges that natural vegetation or growth in proximity to the Structure may be destroyed or damaged, either directly or indirectly, from the fire-rescue training exercises.

Owner understands and acknowledges that the County will expend resources in preparing for said fire-rescue training exercises and that the County, in reliance upon this Agreement, may decline to pursue other properties available for training. Owner understands and acknowledges that if it revokes its consent and authorization prior to the end of the authorized training period, then the County may pursue legal recourse to enforce this Agreement and collect damages incurred in its reliance hereon. Owner agrees to notify the County of any revocation in writing with at least five days prior notice.

SECTION III: RESPONSIBILITIES AND DUTIES

The nature, extent and timing of fire-rescue training activities to be performed on the Property by the County rests solely within the discretion of the County. The County may refuse to burn the Structure or conduct other training exercises on the Property, or may discontinue any such burn or training exercises, should the County determine that such activity cannot be conducted in a reasonably safe and appropriate manner or for any other reason. Any fire-rescue training exercises conducted by the County pursuant to this Agreement shall be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The cost of conducting the fire-rescue training exercises authorized hereunder shall be borne by the County, except that Owner shall be responsible for the cost of abating or removing any hazardous conditions and materials, including removal of asbestos, as deemed necessary or

prudent pursuant to inspections performed on the Property. Owner shall be responsible for having said hazardous conditions and materials abated or removed by a qualified contractor and in accordance with any applicable laws, regulations and safety standards. Owner shall provide the County with documentation confirming the abatement or removal of hazardous conditions and materials.

Prior to the commencement of the authorized training period, the County will provide Owner with a schedule indicating the type of training exercises to be performed and the anticipated dates for each training exercise. The County Fire-Rescue Department may alter this schedule with prior notice to Owner.

Owner shall be responsible for securing the Property, including the Structure, against entry from unauthorized persons before and during the authorized training period. Upon completion of the training activities, Owner will be fully responsible for the clean up and removal of any remaining portions of the Structure and any debris in accordance with any applicable laws and regulations and for securing and creating a safe site.

Owner acknowledges benefits received by it under this Agreement in the possible monetary savings in razing costs of the Structure and possible enhancement of fire-rescue services. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and possible enhancement of fire-rescue services.

SECTION IV: INDEMNIFICATION

In consideration of the County conducting fire-rescue training exercises on the Property, which may include the burning of the Structure, and other valuable consideration received and acknowledged, Owner shall protect, defend, reimburse, indemnify, release and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether known or unknown, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way related or incidental to the fire-rescue training exercises, including related inspections and structure burns, on the Property, including but not limited to claims of mortgage and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the structure burn, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Structure or surrounding property, claims arising from harmful conditions on the Property, and claims relating to environmental or bodily injury (including death); provided however that with respect to damage or injury to County equipment or personnel acting within the scope of their duties, this paragraph shall apply only to the extent that such damage or injury arises out of or is in any way related or incidental to an act, omission or liability attributable in whole or in part to Owner or its agent, including but not limited to the failure to disclose any harmful condition.

SECTION V: INSURANCE

Owner will not file any insurance claim relating to damage or destruction of the Property, including the Structure, arising out of or in any way related to the fire-rescue training exercises performed hereunder, including related inspections and structure burns.

SECTION VI: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by hand or by certified mail, return receipt requested, to:

Owner:

**Mr. David Simonson
1081 Bacom Point Road
Pahokee, Florida 33476**

County:

Palm Beach County Fire-Rescue
50 South Military Trail, Suite 101
West Palm Beach, FL 33415
Attn: Fire-Rescue Administrator

SECTION VII: REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION VIII: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION IX: SURVIVABILITY

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, shall survive the execution and delivery of this Agreement and the consummation of the activities contemplated hereby.

SECTION X: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

SECTION XI: CONTEXT, PLURAL, GENDER:

Where the context of this document requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

WITNESS:

Laura A. Chan
Signature

LAURA A. CHAN

Name

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: Herman W. Brice
Herman W. Brice, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Frank Burton
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Fire-Rescue

WITNESS:

Nohemi Polanco
Signature

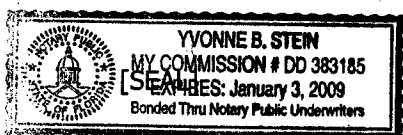
Nohemi Polanco

Name

Roger L. Simonson, Trustee of the Robert
B. Simonson Irrevocable Trust effective 6/5/97
f/b/o Roger L. Simonson

By: Robert David Simonson
Robert David Simonson, Power of Attorney
for Roger L. Simonson, Trustee

The foregoing instrument was acknowledged, subscribed and sworn to before me this
20th day of October, 2006, by David Simonson, who is personally
known to me or who has produced _____ as identification, and who did take an
oath.



Notary Signature Yvonne Stein
Print Notary Name Yvonne Stein
Notary Public, State of Florida
My Commission Expires: 01-03-06

WITNESS:

Nohemi Polanco
Signature

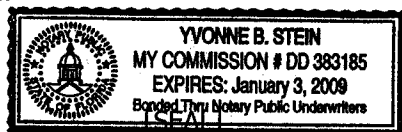
Nohemi Polanco

Name

Robert David Simonson, Trustee of the Robert
B. Simonson Irrevocable Trust effective 6/5/97
f/b/o Robert David Simonson

By: Robert David Simonson
Robert David Simonson, Trustee

The foregoing instrument was acknowledged, subscribed and sworn to before me this
20th day of October, 2006, by David Simonson, who is personally
known to me or who has produced _____ as identification, and who did take an
oath.



Notary Signature Yvonne Stein
Print Notary Name Yvonne Stein
Notary Public, State of Florida
My Commission Expires: 01-03-09

simonson 968 us hwy 441 pahokee 2006

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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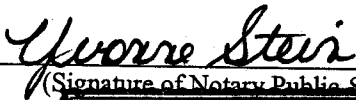
Before me, the undersigned authority, personally appeared Robert David Simonson ("Affiant"), who swore or affirmed that:

1. Affiant is the attorney in fact named in the Durable Power of Attorney executed by Roger L. Simonson ("Principal") on the 15th day of November, 2000.
2. This Durable Power of Attorney is currently exercisable by Affiant. The principle is domiciled in Florida.
3. To the best of the Affiant's knowledge after diligent search and inquiry:
 - a. The Principal is not deceased; and
 - b. There has been no revocation, partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in the durable power of attorney, or suspension by initiation of proceedings to determine incapacity or to appoint a guardian.
4. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that is has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

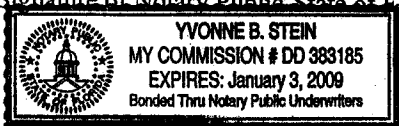


Robert David Simonson, Power of Attorney for Roger L. Simonson

Sworn to (or affirmed) and subscribed before me this 20th day of October, 2006, by Robert David Simonson.



(Signature of Notary Public, State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

(Type of Identification Produced)