

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 06, 2007 ☒ Consent ☐ Regular  
[ ] Workshop [ ] Public Hearing

Department

Submitted For: FIRE RESCUE

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file a License Relating to Fire-Rescue Training and Structure Burn with Amy M. Holloway and Howard R. Holloway.

**SUMMARY:** One (1) License relating to Fire-Rescue Training and Structure Burn is being submitted as a receive and file agenda item for the Clerk's Office to note and receive. This License grants Palm Beach County Fire Rescue the authority to conduct fire-rescue training exercises on the parcel of property identified in the agreement. This is a one-sided License executed by the Owner(s) for the benefit of the County. Countywide (SB)

**Background and Policy Issues:**

This License with the property owners of parcel control number 00-42-43-34-03-002-0010 grants Palm Beach County Fire-Rescue the authority to conduct Fire-Rescue related training on the parcel as outlined in the License. The fully executed License is being submitted as a Receive and File agenda item for the Clerk's Office to note and receive said item.

**Attachments:**

1. License Relating to Fire-Rescue Training and Structure Burn with Amy M. Holloway and Howard R. Holloway

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Recommended By: [Signature] 12-18-06  
Deputy Chief Date

Approved By: [Signature] 12-20-06  
Fire-Rescue Administrator Date

(2)

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 agreement.

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

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

John D. Smith 12-27-06 OFMB  
John J. Jacobson 12-29-06 Contract Dev. and Control

B. Legal Sufficiency:

Phan Bui 1-2-07  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

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

This License is granted, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Amy M. Holloway and Howard R. Holloway (hereinafter collectively referred to as "Owner") to Palm Beach County, a political subdivision of the State of Florida (hereinafter the "County").

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

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Owner agrees 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 License through the end of the training period authorized under this License:

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 Control Number: 00-42-43-34-03-002-0010**

**Legal Description of Property:** All of Blocks 2 and 3, SUNBEAM PARK, according to the plat thereof as recorded in Plat Book 14, page 26, public records of Palm Beach County, Florida, LESS that portion of Lot 11, Block 3, described in Right-of-Way Warranty Deed recorded in Official Record Book 5664, Page 1984.

**Property Street Address:** 6415 Joseph Street, Unincorporated Palm Beach County

**Type of Structure(s) and Visual Description:** Nine (9) Buildings as shown and described on the survey of the Property attached hereto as Exhibit A

**Owner's Mailing Address:** 968 Stallion Drive, Loxahatchee, FL 33470

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, and an Opinion of Title issued, on Owner's behalf. The County shall be entitled to rely upon such Opinion of Title, which is attached hereto as Exhibit B. Owner specifically represents and warrants that any and all outstanding mortgagees, lien holders and

other persons and entities having any interest in the Property have consented in writing to the fire-rescue training and related activities authorized by this License; and that all such consents shall be duly recorded by or on behalf of Owner in the public records of Palm Beach County, Florida, and are attached to this License as Exhibit C. The Opinion of Title shall verify the sufficiency of all such consents. Owner further represents and warrants that there are no outstanding mortgages, liens or other encumbrances upon the Property that would impede Owner from granting consent and authorization to conduct the fire-rescue training and related activities authorized by this License, including the destruction of the Structure. 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 of which Owner knows or has reason to know, including but not limited to any structural damage and the existence of asbestos, fuel or other potentially injurious or hazardous materials or substances, if any. Owner represents that it has no specific knowledge regarding of the existence of asbestos on the Property, but has not verified the absence of asbestos on the Property. Owner further represents and warrants that there is no property damage insurance on the Property.

**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 and/or destruction 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 the approval of this License through and including August 25, 2005 (hereinafter referred to as the "authorized training period"). Owner further authorizes the County to inspect the Property, or to have it inspected, 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 located in, on, or in proximity to the Property 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 License, may decline to pursue other properties available for

*Handwritten signature: J.H.H. 2 AMH.*

*Extended to 8/31*

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 License 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: FIRE-RESCUE TRAINING**

Owner shall bear no responsibility for the cost of conducting the fire-rescue training exercises authorized hereunder. If the County determines that the cost of abating or removing hazardous conditions and materials, including asbestos, on the Property is too costly to justify the County's use of the Property for training, then Owner may abate or remove, at its own cost, said hazardous conditions and materials, including asbestos, as deemed necessary or prudent by the County or otherwise pursuant to inspections performed on the Property. In this case, 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.

Owner acknowledges that 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 License must be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The County is authorized to secure the Property, including the Structure, against entry from unauthorized persons during the authorized training activities conducted by the County. The County is further authorized to lock or board up the doors and windows of the Structure prior to departing from the Property after conducting training activities thereon. 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 License in the possible monetary savings in razing costs of the Structure 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 performance of this License, including but not limited to claims relating to fire-rescue training exercises, inspections and structure burns on the Property, claims of mortgagees and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the fire-rescue training and related activities authorized by this License, including the destruction of the Structure, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Property 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 County 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 License shall be deemed sufficient when delivered by hand or by certified mail, return receipt requested, to:

**Owner:**

Amy M. Holloway  
Howard R. Holloway  
968 Stallion Drive  
Loxahatchee, FL 33470

**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 License shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the License will be held in Palm Beach County. No remedy herein conferred 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 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 License 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 pursuant hereto, shall survive the execution and delivery of this License and the consummation of the activities contemplated hereby.

**SECTION X: ENTIRETY OF UNDERSTANDING**

This License supersedes all other negotiations, representations, or agreements, either written or oral, relating to this License.

**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, Owner has executed this License on the day and year first above written.

WITNESS:

Signature

HUDA M PORRO

Name

WITNESS:

Signature

SHIRLEY SEE

Name

AMY M. HOLLOWAY

Signature

HOWARD R. HOLLOWAY

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Owner's Attorney

STATE OF

FLORIDA

COUNTY OF

PALM BEACH

The foregoing instrument was acknowledged, subscribed and sworn to before me this 5th day of AUGUST, 2005, by Amy M. Holloway, who is personally known to me or who has produced identification, and who did take an oath.

[SEAL]

Notary Signature

Print Commissioned Name of Notary

Notary Public, State of Florida



My Commission Expires: Commission # DD396683 Expires March 18, 2009 Bonded Troy Fain - Insurance, Inc. 800-365-7019

STATE OF

FLORIDA

COUNTY OF

PALM BEACH

The foregoing instrument was acknowledged, subscribed and sworn to before me this 5th day of AUGUST, 2005, by Howard R. Holloway, who is personally known to me or who has produced identification, and who did take an oath.

[SEAL]

Notary Signature

Print Commissioned Name of Notary

Notary Public, State of Florida



My Commission Expires: Shirley See Commission # DD396683 Expires March 18, 2009 Bonded Troy Fain - Insurance, Inc. 800-365-7019



# INSURANCE CERTIFICATION

I (We) certify that any and all insurance on the aforesaid building has been canceled or there is a non-existence of such insurance on the said structure, and that the existence of any insurance on the structure, of any kind, would constitute perjury and establish prima facie evidence of intent to defraud which offenses are punishable by a court of competent jurisdiction.

Dated this 2 day of August, 2005.

WITNESSES:

[Signature]  
JEFF KLOSTERMAN

[Signature]  
Agent/Owner

[Signature]  
JEFF KLOSTERMAN

[Signature]  
Agent/Owner

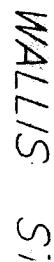
Sworn to and subscribed before me this 2 day of August, 2005.

[Signature]  
Notary Public, State of Florida



ELISA KLOSTERMAN  
MY COMMISSION # DD 240655  
EXPIRES: August 31, 2007  
Bonded Thru Budget Notary Services

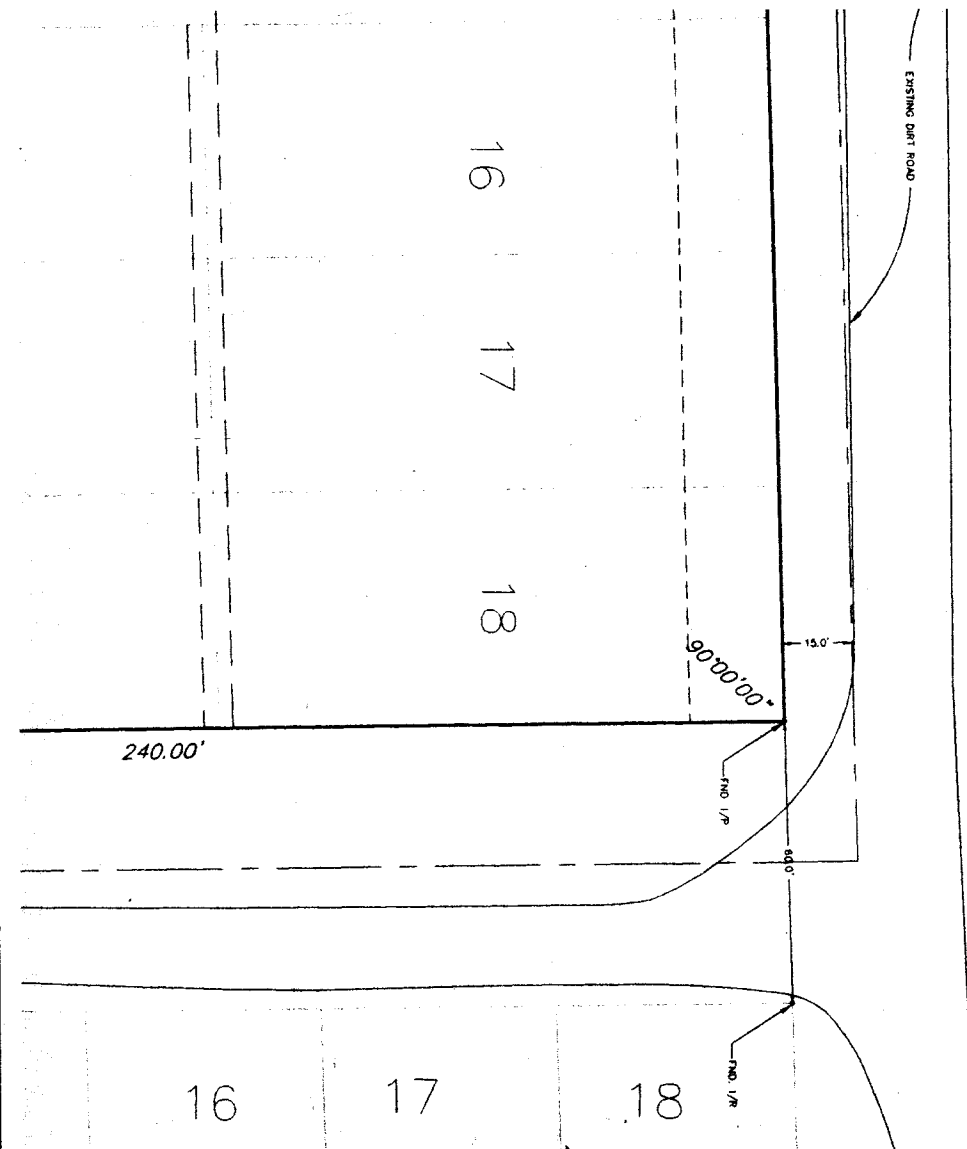
My Commission Expires: August 31, 2007



ALL OF BLOCKS 2 & 3, SUNBEAM PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 26, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND ACCEPT THEREFROM LOT 9, BLOCK 2, LOT 10, BLOCK 2, LOT 9, BLOCK 3, LOT 10, BLOCK 3 AND THAT PORTION OF LOT 11, BLOCK 3 DESCRIBED IN RIGHT-OF-WAY WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5664 PAGE 1984, PALM BEACH COUNTY, FLORIDA.

This survey is certified to the following:

- Howard R. Holloway and Amy M. Holloway  
Fidelity Federal Bank & Trust  
Hilda M. Porro, P.A.



# SURVEY NOTES:

1. ANGLES SHOWN HEREON ARE BASED ON THE PLAT OF SUNBEAM PARK (P.B. 14, PG. 26, P.B.C.R.)
2. ABOVE OR BELOW GROUND IMPROVEMENTS AND/OR ENCROACHMENTS IF ANY, WERE NOT LOCATED.
3. THE UNDERSIGNED AND DAVID & GERCHAR, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD.
4. THIS MAP OF BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THERE HAS BEEN NO SEARCH OF THE PUBLIC RECORDS PERFORMED BY THIS FIRM.
6. THIS SURVEY IS CLASSIFIED A "BOUNDARY SURVEY" BY CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AS AMENDED.

## LEGEND:

O. R. B. OFFICIAL RECORD BOOK  
 U. E. UTILITY EASEMENT  
 D. E. DRAINAGE EASEMENT  
 P. B. PLAT BOOK  
 PG. PAGE  
 P. P. POWER POLE  
 O. H. OVERHEAD  
 R/W RIGHT OF WAY  
 FND. FOUND  
 I/R IRON ROD  
 N/D NAIL IN DISK  
 CONC. CONCRETE  
 (M) MEASURED  
 (P) PLAT  
 MON. MONUMENT  
 CL CENTERLINE  
 P. B. C. R. PALM BEACH COUNTY RECORDS  
 (CALC.) CALCULATED  
 (C. F. M.) CALCULATED FIELD MEASUREMENT  
 (CALC. & MEAS.) CALCULATED AND MEASURED

## MAP OF BOUNDARY SURVEY FOR: AMY & HOWARD HOLLOWAY

A PORTION OF BLOCK S 2 & 3  
 SUNBEAM PARK  
 (PALM BEACH COUNTY, FLORIDA)

REVISIONS	DATE	BY	CKD	FB/PG

SEAL

SCALE:

1" = 20'

FB/PG:

N/A

DRAWN BY:

JOB NO:

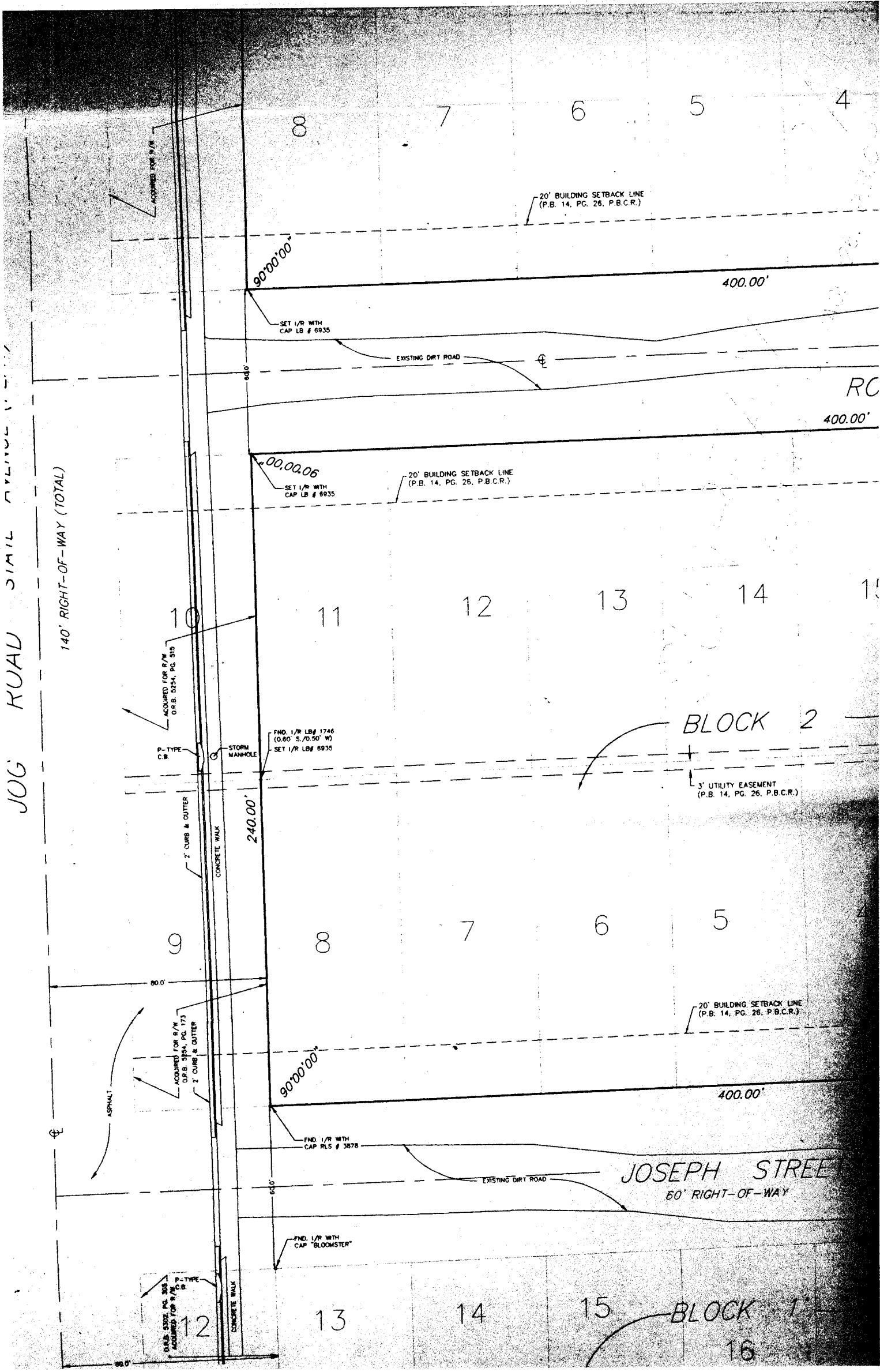
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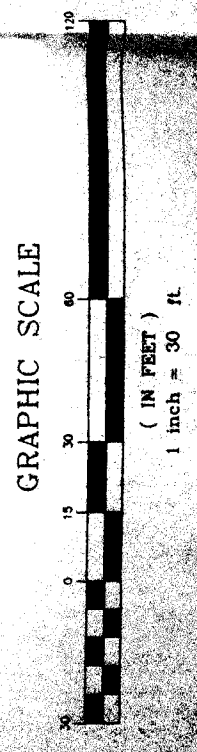
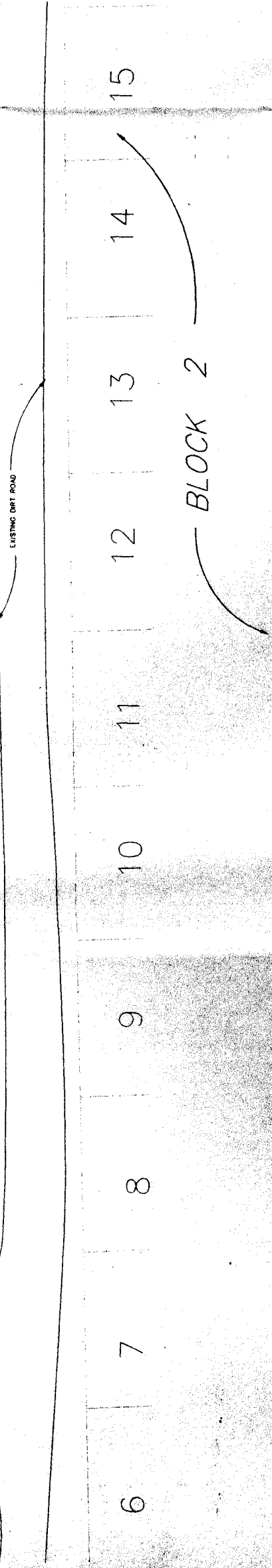
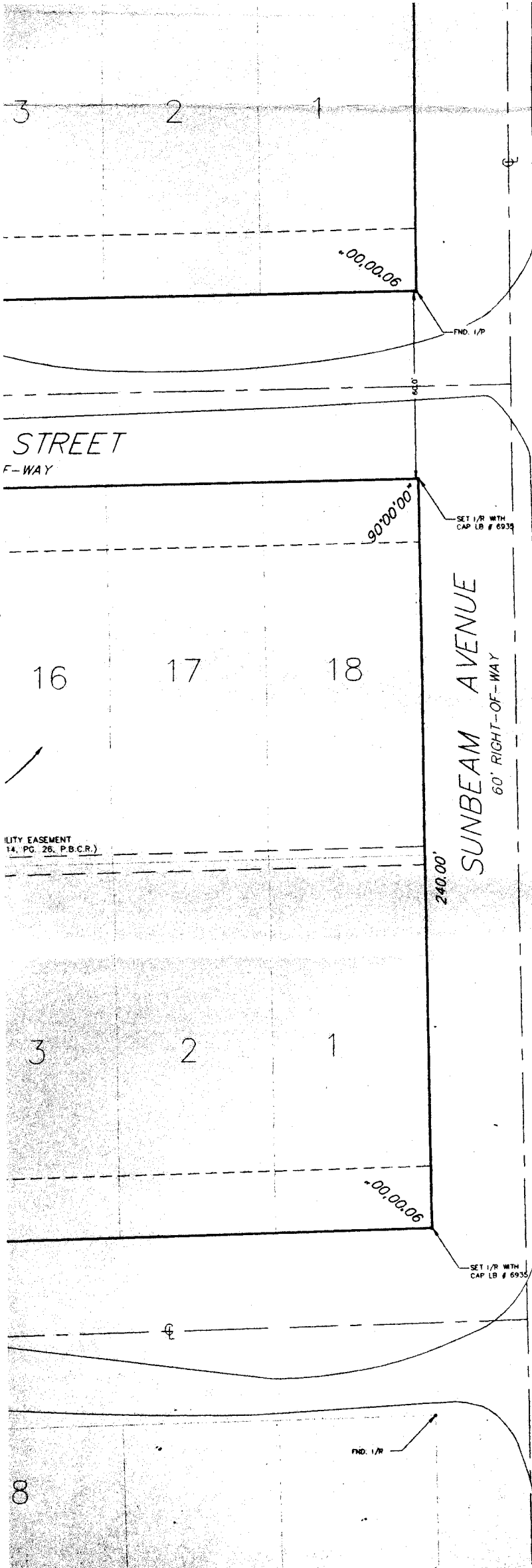
CAD. FILE:

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DATE:

**DAVID &  
GERCHAR, INC.**  
 SURVEYORS





**HILDA M. PORRO, P.A.**

ATTORNEY AT LAW

12773 W. FOREST HILL BOULEVARD, SUITE 1201, WELLINGTON, FL 33414  
(561) 798-3994 • FAX (561) 795-0579

**OPINION OF TITLE**

**RE:   HOWARD R. HOLLOWAY and AMY M. HOLLOWAY**

**To: Palm Beach County**

This Opinion of Title is furnished to Palm Beach County as an inducement to conduct Fire-Rescue training on the below-described property as authorized in the License Relating to Fire-Rescue Training and Structure Burn (the "License") granted by Howard R. Holloway and Amy M. Holloway to Palm Beach County. Palm Beach County shall be entitled to rely upon this Opinion of Title. I have examined title through July 12, 2005 of the following described property:

**All of Blocks 2 and 3, SUNBEAM PARK, according to the plat thereof as recorded in Plat Book 14, page 26, public records of Palm Beach County, Florida, LESS that portion of Lot 11, Block 3, described in Right-of-Way Warranty Deed recorded in Official Record Book 5664, Page 1984.**

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Howard R. Holloway and Amy M. Holloway, husband and wife

Subject to the following encumbrances, liens and other exceptions:

**1.   RECORDED MORTGAGES:**

Mortgage to FIDELITY FEDERAL BANK & TRUST, dated December 14, 2000 and recorded December 19, 2000 in Official Record Book 12206, Page 1322; Modification and Spreader Agreement dated 12/21/00 and recorded 12/22/00 in Official Record Book 12215, Page 505; Mortgage Modification Future Advance and Spreader Agreement dated 1/29/01 and recorded 2/5/01 in Official Record Book 12293, Page 416; Assignment of Mortgage to INDEPENDENT COMMUNITY BANK, dated 5/12/03 and recorded 5/30/03 in Official Record Book 15298, Page 951; Notice of Future Advance and Mortgage and Note Consolidation Modification and Extension Agreement dated 5/13/03 and recorded 5/30/03 in Official Record Book 15298, Page 953; Amended and Restated Mortgage and Security Agreement dated 5/13/03 and recorded in Official Record Book 15298, Page 967; Collateral Assignment of Leases, Rents & Profits dated 5/30/03; recorded 4/30/03 in Official Record Book 15298, Page 1001 and UCC recorded 5/30/03 in Official Record Book 15298, Page 1006 and Mortgage Modification and Extension Agreement dated 6/13/05 and recorded 6/16/05 in Official Record Book 18753, Page 1958.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

1. All Taxes for the year in which this opinion is rendered.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed by an accurate survey.
4. Any unrecorded labor, mechanics' or materialmen liens.
5. Zoning and other restrictions imposed by governmental authority.

4. **SPECIAL EXCEPTIONS:**

1. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Sunbeam Park, as recorded in Plat Book 14, Page 26.
2. Unity of Title recorded in Official Record Book 10483, Page 636.
3. Unity of Title recorded in Official Record Book 2207, Page 844; Partial Release of Unity of Title recorded in Official Record Book 7396, Page 101.
4. Unity of Title recorded in Official Record Book 14017, Page 1452.
5. Standard Potable Water and Wastewater Development Agreement recorded in Official Record Book 14310, Page 1902.
6. Unity of Title recorded in Official Record Book 15980, Page 1815.

NOTE: All of the recording references are to the public records of Palm Beach County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

I hereby further certify that all mortgagees, lien holders and other persons or entities having an interest in the above-described real property, pursuant to the documents and instruments identified in paragraph number 1 above, have consented in writing to the fire-rescue training and related activities authorized by the License; that all said consents shall be duly recorded in the public records of Palm Beach County, Florida, and attached to the License; and that all said consents are sufficient to permit the property owners identified above to authorize fire-rescue training and related activities authorized by the License, including but not limited to the burning and/or destruction of all structures and improvements on the above-described real property. I hereby further certify that none of the Special Exceptions shall be violated by the License.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida, and a member in good standing of the Florida Bar.

Respectfully submitted this 8<sup>th</sup> day of August, 2005.



Hilda M Porro  
Florida Bar No. 821550

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2005 by HILDA M. PORRO, who is personally known to me.



Notary Public State of Florida



**Shirley See**  
Commission # DD396683  
Expires March 18, 2009  
Bonded They Faith - Insurance, Inc. 800-386-7019



CONSENT BY MORTGAGEE

The undersigned (the "Mortgagee"), as the owner and holder of that certain mortgage given by Howard & Amy Holloway to Mortgagee dated 5/13/2003 and recorded in Official Record Book 15298, Page 0953, Public Records of Palm Beach County, Florida (the "Mortgage"), hereby joins in and consents to the License Agreement Relating to Fire-Rescue Training and Structure Burn between Amy M. Holloway and Howard R. Holloway and Palm Beach County (the "License Agreement") to which this Consent is attached. The Mortgagee specifically acknowledges that the License Agreement authorizes certain activities on the property encumbered by the Mortgage, including but not limited to fire-rescue training and the burning and/or destruction of all structures and improvements on said property, and the Mortgagee specifically consents to, and waives any objection or legal recourse relating to, these specific activities and to all other activities authorized by the License Agreement.

MORTGAGEE

Witnesses:

Katie Miller  
(Signature of Witness)

Katie Miller  
(Print Name of Witness)

Jenna Pagan  
(Signature of Witness)

Jenna Pagan  
(Print Name of Witness)

Independent Community Bank  
Name of Mortgagee  
a Florida Banking Corporation  
(State and Type of Entity)

By: [Signature]  
(Signature)

Reid French, SVP  
(Print Signatory's Name)

Its Senior Vice President  
(Print Signatory's Title)

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged, subscribed and sworn to before me this 24 day of June, 2005, by Reid French as S.V.P. for Independent Community Bank, who is personally known to me or who produced as identification, and who did take an oath.

(SEAL)



[Signature]  
Notary Signature

Print Commissioned Name of Notary

Notary Public

My Commission Expires: \_\_\_\_\_