

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

This Agreement is made the 23rd day of October, 2013, between **LAVONNE CUNNINGHAM, now known as LAVONNE GREENE, SHIRLEY JO ANN TIMMONS and DONALD G. CALLAWAY**, (hereinafter referred to singularly and collectively 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, which may include 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:

ARTICLE 1: 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:
00-42-43-25-00-000-1290

Property Street Address: 1832 Donnell Road, West Palm Beach, FL 33409

Type of Structure(s) and Visual Description: Single-Family, One-Story, Wood Frame

Owner's Address: 650 Casper Avenue, West Palm Beach, FL 33413

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. Owner has provided the County with an Opinion of Title in a form acceptable to County (attached hereto as **Exhibit A**, and incorporated herein) and upon which County is entitled to rely. 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. Owner has provided the County with proof of no property damage insurance in a form acceptable to County (attached hereto as **Exhibit B** and incorporated herein) and upon which the county shall be entitled

to rely.

ARTICLE 2: 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, 2013 through and including November 8, 2013 (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.

ARTICLE 3: 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 or for no 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 anticipated 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 cleanup 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 enhancement of fire-rescue services by this training opportunity. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and enhancement of fire-rescue services.

ARTICLE 4: 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 this Agreement, including but not limited to claims relating to any fire-rescue training exercises, inspections and Structure burns on the Property, 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.

ARTICLE 5: 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.

ARTICLE 6: 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:

**Donald Callaway
650 Casper Avenue
West Palm Beach, FL 33413**

County:

**Palm Beach County Fire-Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411**

ARTICLE 7: 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 shall 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 in 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or Owner.

ARTICLE 8: 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.

ARTICLE 9: 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, the consummation of the activities contemplated hereby, and the expiration or earlier termination of this Agreement.

ARTICLE 10: 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.

ARTICLE 11: 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.

ARTICLE 12: PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit,

pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 13: NONDISCRIMINATION

Owner warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial status, national origin, or ancestry; and that no person shall, based on any of these grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

ARTICLE 14: AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 15: CONFLICT OF INTEREST

Owner represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Owner further represents that no person having any such conflict of interest shall be employed for said performance of services.

Owner shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence Owner's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Owner may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by Owner. The County agrees to notify Owner of its opinion by certified mail within thirty (30) days of receipt of notification by Owner. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Owner, the County shall so state in the notification and Owner shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Owner under the terms of this Agreement.

ARTICLE 16: PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Owner certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 17: CONTINGENT FEES

Owner warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Owner to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Owner, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18: REGULATIONS; LICENSING REQUIREMENTS

Owner shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and Florida's public records law. Owner is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 19: ARREARS

Owner shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Owner further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20: SUCCESSORS AND ASSIGNS

The County and Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor Owner shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

[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:

Lamallhan
Signature

Laura H. Chan
Name

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

By: Jeff P. Collins
Jeff P. Collins, Fire-Rescue Administrator,
through Robert Weisman, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Sham Buvor
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Thomas Talbot
Fire-Rescue

WITNESS:

Charles
Signature

Charles Coyle
Name

OWNERS:

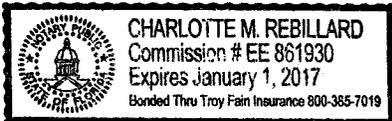
Donald G. Callaway
Donald G. Callaway

Donald G. Callaway AIF for Lavonne Greene
Lavonne Cunningham, now known as Lavonne Greene

Donald G. Callaway AIF for Shirley Jo Ann Timmons
Shirley Jo Ann Timmons

*** IF BY AGENT, COPY OF POWER OF ATTORNEY AND NOTARIZED AFFIDAVIT MUST ACCOMPANY THIS DOCUMENT**

The foregoing instrument was acknowledged, subscribed and sworn to before me this 23 day of October, 2013, by Donald G. Callaway, who is are personally known to me or who has produced _____ as identification, and who did take an oath.



[SEAL]

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

Notary Public, State of Florida
My Commission Expires: 1-1-17

THE GRANTHAM LAW FIRM

LISTED IN THE BAR REGISTER OF PREEMINENT LAWYERS

KIRK GRANTHAM
BOARD CERTIFIED IN
WILLS, TRUSTS & ESTATES
REAL ESTATE LAW

1860 FOREST HILL BLVD., SUITE 105
WEST PALM BEACH, FL 33406-6086
kirk@kirkgrantham.com

TELEPHONE (561) 966-6211
FACSIMILE (561) 966-9495

OF COUNSEL
JAMES M. ADAMS
DAVID H. BLUDWORTH
JOSEPH M. CONSIDINE, P.A.

October 16, 2013

Palm Beach County
Fire Rescue
Training and Safety Division
405 Pike Road
West Palm Beach, FL 33411

RE: Proposed Training Exercise – 1832 Donnell Road

Gentlemen:

This is to inform you that we have completed a title search on the real property described herein as of October 1, 2013 at 11:00 p.m. with the following results.

LEGAL DESCRIPTION:

A parcel of land situate, lying and being in Palm Beach County, Florida, and being more particularly described as follows:

North Half (N 1/2) of the South Half (S 1/2) less the North 10 feet thereof, of the South Half (S 1/2) of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida, less the South 131 feet and the West 10 feet thereof.

RECORD TITLE HOLDER VESTED WITH FEE SIMPLE TITLE:

Lavonne Cunningham, Shirley Jo Ann Timmons and Donald G. Callaway

TAXES:

Palm Beach County real estate property taxes for 2012 are paid in the gross amount of \$1,547.59.

Palm Beach County Fire Rescue
Training and Safety Division
October 16, 2013
Page -2-

ENCUMBRANCES/TITLE REQUIREMENTS:

None

CONDITIONS, EXCEPTIONS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY:

General or special taxes and assessments required to be paid in the year(s)2013 and subsequent years.

Rights or claims of parties in possession not recorded in by the Public Records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.

Easements, or claims of easements, not recorded in the Public Records.

Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.

Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Subject to rights of tenants under unrecorded leases, if any.

Right of Way of Donnell Road as now laid out and in use and as shown on Road Plat 4, Page 115, Public Records of Palm Beach County, Florida.

Affidavit of Notice of Interest recorded in O.R. Book 26356, Page 1842.

Sincerely yours,

THE GRANTHAM LAW FIRM.



Kirk Grantham

KG/bt

Prepared by / Rebrunto!
Lynn Edmon, Esq.,
Clearlake Plaza, Suite 605
500 Australian Ave. South
West Palm Beach, FL 33401



Affidavit of Notice of Interest

Before me the undersigned authority personally appeared Robert T. Fox as President of Opportunity, Inc. of Palm Beach County ("Buyer"), who upon being duly sworn, states as follows:

1. Buyer claims an interest in the real property legally described in Exhibit "A" attached hereto.
2. All persons are placed on notice of the right, title and interest of the Buyer in the Property.
3. If a Warranty Deed (or other conveyance instrument) is not recorded on or before 4/11/14, this notice shall be deemed null and void.

State of Florida
County of Palm Beach

X [Signature]
Robert T. Fox

The foregoing Affidavit was acknowledged by me the undersigned authority on this 13 day of September, 2013, by Robert T. Fox, as President of Opportunity, Inc. of Palm Beach County who is personally known to DRIVER'S UC or produced to DRIVER'S UC as identification.



CARLA FURNO
MY COMMISSION # DD 958353
EXPIRES: February 9, 2014
Bonded thru Budget Notary Services

[Signature]
Notary Signature: Carla C. Furno
Print Name: _____

(AFFIX NOTARIAL SEAL ABOVE)

CONSENT AND JOINDER

The undersigned sellers hereby join in and consent to recording this Notice of Interest.

[Signature]
Donald G. Callaway - Seller

[Signature]
Lavonne Cunningham - Seller

[Signature]
Shirley Jo Timmons - Seller

Date: 9/13/13

FILE NUM 20130429786 OR BOOK PAGE 26356/1842 DATE: 10/01/2013 09:03:07 Pgs 1842 - 1848 (6 pgs)
Sharon R. Bask, CLERK & COMPTROLLER

Exhibit "A"

Legal Description

A parcel of land situate, lying and being in Palm Beach County, Florida, and being more particularly described as follows:

North Half (N 1/2) of the South Half (S 1/2) less the North 10 feet thereof, of the South Half (S 1/2) of the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida, less the South 131 feet and the West 10 feet thereof.

Property Control No.: 00-42-43-25-00-000-1290

The above-described property is not the homestead of the Grantor(s), nor does it adjoin the homestead of the Grantor(s), nor does any member of the Grantor's(s') family(ies) reside therein and the legal residence of the Grantor(s) is/are as follows:

DGC: 650 Casper Ave, West Palm Beach, FL
33413

LC/LA: 6371 John Hager Rd, Mt Joliette, TN
37122

SJAT: 10603 South County Rd #53
Lee, FL 32059

AFFIDAVIT OF NON-INSURANCE

BEFORE ME, the undersigned authority, personally appeared Donald G. Callaway, who being first duly sworn, on oath, deposes and says:

- 1. I, being first duly sworn, do hereby state and affirm under oath and under penalty of perjury that the following facts are true.
- 2. I am over the age of 18 and make this affidavit based on my own personal knowledge of the facts herein.
- 3. The property described below, including the parcel and any and all structures and improvements situated thereon, located in Palm Beach County, Florida, is not insured for property damage.

Parcel Identification Number or Legal Description of Property: 00-42-43-25-00-000-1290

Property Street Address: 1832 Donnell Road, West Palm Beach, Florida

Type of Structure(s) and Visual Description:

Name and Address of All Owners:

4. I understand that if Palm Beach County performs Fire-Rescue training activities on the property described above, which may include the burning and destruction of the parcel and any structures and improvements situated thereon, the County will do so in reliance upon the facts stated in this affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 1st day of July, 2013.

Donald G. Callaway
Signature of Affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn and subscribed before me this 1st day of July, 2013.

Donald G. Callaway

Dana Quinones
Signature of Notary Public, State of Florida



Personally Known _____ or Produced Identification
Type of Identification Produced FL D.L.

This instrument prepared by:
Kirk Grantham, Esq.
1860 Forest Hill Blvd., #105
West Palm Beach, FL 33406

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

LaVonne Cunningham, now known as LaVonne Greene

grantor*, have made, constituted and appointed, and by these presents does make, constitute and appoint

Donald G. Callaway

his true and lawful attorney for him and in his name, place and stead for the purpose of negotiating and entering into a contract for sale and purchase, and executing all closing documents, including but not limited to, settlement statement, closing agreement, warranty deed, owner's affidavit, and bill of sale, pertaining to the sale and conveyance of the following real property, to wit:

North Half (N ½) of the South Half (S ½) less the North 10 feet thereof, of the South Half (S ½) of the East Half (E ½) of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida less the South 131 feet and the West 10 feet thereof.

Commonly known as: 1832 Donnel Road

Parcel Control # 00-42-43-25-00-000-1290

and to grant permission to Palm Beach County Fire Department to burn the improvements to the property,

giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that his said attorney shall lawfully do or cause to be done by virtue hereof.

*Wherever used herein the term grantor shall include singular and/or plural, masculine, feminine and/or neuter wherever the text so requires or admits.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 13th day of July, 2013.

Signed, sealed and delivered
in the presence of:

Brenda J. Navenport-Tanley
Witness Signature

LaVonne Greene
LaVonne Greene

BRENDA J. NAVENPORT-TANLEY
Print Witness Name

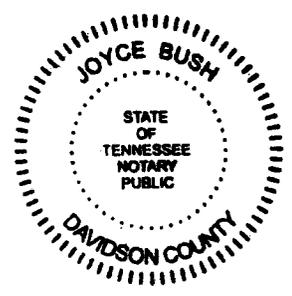
Mary Lisa Creekman
Witness Signature

Mary Lisa Creekman
Print Witness Name

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }SS

The foregoing instrument was sworn to, subscribed and acknowledged before me this 13th day of July, 2013, by LaVonne Greene, who produced TN Drivers License as identification.

[SEAL]



Joyce Bush
Notary Public, State of Tennessee

Printed Name: Joyce Bush
Commission No. _____

My Commission Expires 10/18/2016

This instrument prepared by:
Kirk Grantham, Esq.
1860 Forest Hill Blvd., #105
West Palm Beach, FL 33406

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

Shirley Jo Ann Timmons

grantor*, have made, constituted and appointed, and by these presents does make, constitute and appoint

Donald G. Callaway

his true and lawful attorney for him and in his name, place and stead for the purpose of negotiating and entering into a contract for sale and purchase, and executing all closing documents, including but not limited to, settlement statement, closing agreement, warranty deed, owner's affidavit, and bill of sale, pertaining to the sale and conveyance of the following real property, to wit:

North Half (N ½) of the South Half (S ½) less the North 10 feet thereof, of the South Half (S ½) of the East Half (E ½) of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 43 South, Range 42 East, Palm Beach County, Florida less the South 131 feet and the West 10 feet thereof.

Commonly known as: 1832 Donnel Road

Parcel Control # 00-42-43-25-00-000-1290

and to grant permission to Palm Beach County Fire Department to burn the improvements to the property,

giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that his said attorney shall lawfully do or cause to be done by virtue hereof.

*Wherever used herein the term grantor shall include singular and/or plural, masculine, feminine and/or neuter wherever the text so requires or admits.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 12th day of July, 2013.

Signed, sealed and delivered
in the presence of:

Mary Ann Sanders
Witness Signature

Mary Ann Sanders
Print Witness Name

Melody M Taylor
Witness Signature

Melody M Taylor
Print Witness Name

Shirley Jo Ann Timmons
Shirley Jo Ann Timmons

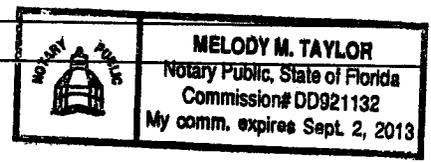
STATE OF FLORIDA }
COUNTY OF Madison } ss

The foregoing instrument was sworn to, subscribed and acknowledged before me this 12th day of July, 2013, by **Shirley Jo Ann Timmons**, who produced FL DL as identification.

[SEAL]

Melody M Taylor
Notary Public, State of Florida

Printed Name:
Commission No.



LYNN SOLOMON, P.A.
ATTORNEY AT LAW

Clearlake Plaza, Suite 605
500 Australian Avenue South
West Palm Beach, FL 33401

Telephone: 561-820-4872
Facsimile: 561-328-3115
E-mail: LDS@lynnsolomonpa.com

VIA E-MAIL Only
bhavrill@pbcgov.org

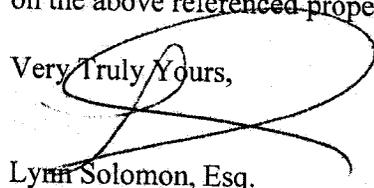
Mr. Brad Havrilla
Palm Beach County Rescue
Training Division
405 Pike Road
West Palm Beach, FL 33411

Re: 1832 Donnell Road, West Palm Beach, FL 33409

Dear Mr. Havrilla:

Please be advised my firm represents Opportunity Inc. of Palm Beach County. My client has no objection to Palm Beach County Fire Rescue's plans to demolish by live training burn the house on the above referenced property.

Very Truly Yours,


Lynn Solomon, Esq.