

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of March, 2005, by and between the **JENO F. PAULUCCI REVOCABLE TRUST**, hereinafter referred to as the "OWNER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to further the training of its firefighters by conducting training exercises involving the controlled burning of appropriate structures; and

WHEREAS, the OWNER acknowledges the benefits of the controlled burning of an abandoned structure on its property for the enhancement of fire protection services; and

WHEREAS, the OWNER has requested and the COUNTY has agreed to the controlled burning of the structure located at 5065 Wilson Road, Seminole County, Florida, further described as a 1973 Barrington 56' double wide mobile home including attached screen porch and rear wood deck, hereinafter referred to as the "Structure",

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subject to weather conditions, the COUNTY proposes to conduct a controlled burning of the Structure during the week of May 1, 2005.

2. The OWNER agrees to indemnify the COUNTY from any liability arising out of the lack of the OWNER's authority to have the Structure destroyed and/or the OWNER's lack of clear title to the Structure.

3. Subject to the limitations and allowances of Florida law pertaining to governmental agencies and subdivisions, the COUNTY agrees to hold harmless, defend, and indemnify the OWNER and its affiliates, officers, directors, shareholders, employees, attorneys, and agents from and against any and all claims, demands, actions, liabilities, causes of action, injuries, lawsuits, settlements, judgments, costs and expenses arising out of the burning of the Structure by the COUNTY or any of its employees or agents.

4. The OWNER agrees to comply with all applicable regulations of Seminole County with respect to the removal of debris after the controlled burning of the Structure.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

