

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Agreement for Controlled Burn of Structure Owned by Seminole Warehouse Partners II GP, Inc.

**DEPARTMENT:** Public Safety      **DIVISION:** EMS/Fire/Rescue

**AUTHORIZED BY:** K.M. Roberts      **CONTACT:** Leeanna Raw      **EXT.** 5002

<b>Agenda Date</b> <u>8/8/06</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Agreement between Seminole County and Seminole Warehouse Partners II GP, Inc. for the EMS/Fire/Rescue Division to conduct a controlled burn of an abandoned structure owned by Seminole Warehouse Partners II GP, Inc.

(Leeanna Raw, Fire Chief)

**BACKGROUND:**

The Seminole Warehouse Partners II GP, Inc. purchased the structure and property on 3955 Narcissus Avenue, Sanford last year. The property has been rezoned and combined with additional property in order to redevelop into office and warehouse space. They have requested that the EMS/Fire/Rescue Division conduct a controlled burn of the structure as a means of disposal. Entering into this agreement will not only be of benefit to the Seminole Warehouse Partners II GP, Inc., it will also provide a live training exercise for the firefighters.

<b>Reviewed by:</b> _____
<b>Co Atty:</b> _____
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> _____
<b>CM:</b> _____
<b>File No.</b> <u>CPSF01</u>

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **Seminole Warehouse Partners II GP, Inc.**, hereinafter referred to as the "OWNER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

### **WITNESSETH:**

**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

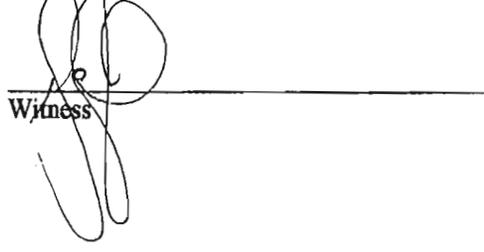
**WHEREAS**, the OWNER, has offered for training purposes and the COUNTY has agreed to the controlled burning of the structure located at 3955 Narcissus Avenue, Sanford, Seminole County, Florida, hereinafter referred to as the "Structure".

**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:

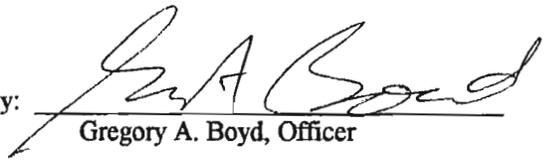
1. Subject to weather conditions, the COUNTY proposes to conduct a controlled burning of the Structure during the months of August and September 2006.
2. The OWNER agrees to indemnify the COUNTY from any liability arising out of the lack of the OWNER's authority to have the Structure destroyed and/or 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.
5. Should the OWNER determine that it needs to proceed with site work improvements prior to the COUNTY completing controlled burn training on the existing structure, the OWNER hereby reserves the right to demolish the Structure at any time under this agreement.

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

  
Witness

  
Witness

By: SEMINOLE WAREHOUSE PARTNERS II GP, INC.

By:   
Gregory A. Boyd, Officer

Date: 7-20-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

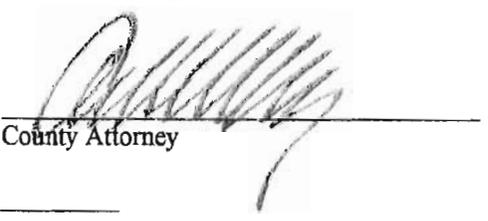
By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Of Seminole County only.

As authorized for execution  
By the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
Legal sufficiency.

  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
controlled burn agt