

## REVOCABLE LICENSE AGREEMENT

**THIS REVOCABLE LICENSE AGREEMENT** (the "Agreement") is made and entered into effective on the 1st day of June, 2019 by and between **THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE FLORIDA**, a political subdivision of the State of Florida (the "College") and **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "School Board").

**WHEREAS**, the School Board owns and operates Woodlawn Beach Middle School (the "Middle School") on property adjacent and contiguous to the College's South Santa Rosa Center on Highway 98 in Santa Rosa County, Florida; and

**WHEREAS**, the School Board desires to obtain access to the rear of the Middle School property to perform maintenance, renovation and repair work on the basketball court, drainage system and other school facilities located there during the Middle School's summer break; and

**WHEREAS**, the College has agreed to provide access to the rear of the Middle School property via an unused service road located on College property, **NOW THEREFORE**,

**FOR AND IN CONSIDERATION** of the mutual covenants and conditions set forth herein, the College and the School Board hereby agree as follows:

1. **LICENSE.** The College hereby grants to the School Board and its employees, agents and those certain contractors hired to perform maintenance, renovation and repair work on the Middle School property (collectively, the "Licensees") a non-exclusive, revocable license (the "License") for use by the Licensees to enter upon the College's South Santa Rosa Center property and travel across the property in the area indicated in red on Exhibit "A" attached hereto. This license is for ingress and egress only, and no materials, equipment, machinery or any other personal property of any kind whatsoever shall be placed, parked, stored, repaired or maintained on the College's property. This License shall expire on August 31, 2019.
2. **REPAIR OF DAMAGE.** In the event that use of the College's roads by the Licensees results in any damage to any portion of the paved or unpaved areas of the College's premises, then School Board shall promptly pay to repair said damage and return the premises to its condition prior immediately to the damage, or School Board shall cause its agents or contractors to do so on its behalf. The School Board's duty to repair damage under this section shall survive termination of the License.
3. **TERMINATION.** The College reserves the right to freely terminate the License at any time with or without cause at its sole and absolute discretion. Notice of such termination may be written or verbal, delivered to the School Board.
4. **NON-ENCUMBRANCE.** The College and the School Board agree that this License shall not be deemed in any way to create or constitute an encumbrance, easement, servitude or covenant running with the land, and that upon termination of the License by the College, the License shall fully terminate and all rights granted thereunder shall cease as fully as if the License had never been granted.
5. **NON-RECORDATION.** The College and the School Board agree that neither party to this Agreement shall record this Agreement or any memorandum as to the existence of this Agreement or of the License memorialized herein in the Official Records of Santa Rosa County, Florida.

6. **INDEMNIFICATION.** The School Board agrees to indemnify, defend and hold harmless The District Board of Trustees of Pensacola State College, Florida, and its trustees, officers, employees and agents from and against any claims, causes of action, judgments or other liabilities of any kind or type arising from the injury or death of any person, or the damage to any property, resulting from any activity by the Licensee occurring upon any property owned by the College. The School Board further agrees that its obligation to indemnify College under this Section 6 shall survive the termination of the License. The School Board is a governmental entity subject to the limitations to liability set forth in Section 768.28, Florida Statutes, and shall not be required to indemnify the College for any amount in excess of the limits set forth in the Statute. Nothing in this Agreement shall be deemed a waiver of the School Board's sovereign immunity.

7. **CONTACT INFORMATION.** In the event that any notices or other communication are necessary between the parties, the following addresses and telephone numbers shall be used unless either party designates new contact information in writing.

**The School Board:**  
Santa Rosa School District  
6544 Firehouse Road  
Milton, Florida 32570  
Attn: Joseph Harrell  
(850) 983-5123

**The College:**  
Pensacola State College  
1000 College Boulevard  
Pensacola, Florida 32504  
Attn: President  
(850) 484-1700

**IN WITNESS WHEREOF** the signatories below acknowledge that they have the authority to enter into this Revocable License Agreement and confirm their agreement to the terms set forth herein by affixing their signatures below.

**THE SCHOOL BOARD OF  
SANTA ROSA COUNTY, FLORIDA**

\_\_\_\_\_  
By: Joseph Harrell, Assistant Superintendent  
For Administrative Services  
Board Approved: May 16, 2019

**THE DISTRICT BOARD OF TRUSTEES OF  
PENSACOLA STATE COLLEGE, FLORIDA**

\_\_\_\_\_  
By: C. Edward Meadows, President

Approved as to form:

\_\_\_\_\_  
Thomas J. Gilliam, Jr., General Counsel  
for Pensacola State College

# EXHIBIT "A"

