

PERMISSION TO ENTER PROPERTY

1. The undersigned property owner, Brevard County, Florida, a political subdivision of the State of Florida, (hereinafter "County"), hereby gives permission to The School Board of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "Brevard Public Schools"), or any of its officers, agents, employees, or contractors, to enter the County's property (hereinafter the "Property"), indicated on Exhibit A, Parcel Identification 27-36-22-00-1, located on both the west and east sides of Jones Road, northernmost boundary on the west side of Jones Road is approximately 1,430 feet south of White Heron Lane, on the east side northernmost boundary is approximately 798 feet south of White Heron Lane.
2. This permission is specifically limited to the following activities which may be performed by Brevard Public Schools: Conduct due diligence on the property for potential use.
3. Brevard Public Schools may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after written approval is obtained from the County.
4. To the fullest extent provided by law, Brevard Public Schools shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Brevard Public Schools acting within the scope of their office, employment, or other responsibilities, in connection with the rights granted to or exercised by Brevard Public Schools hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

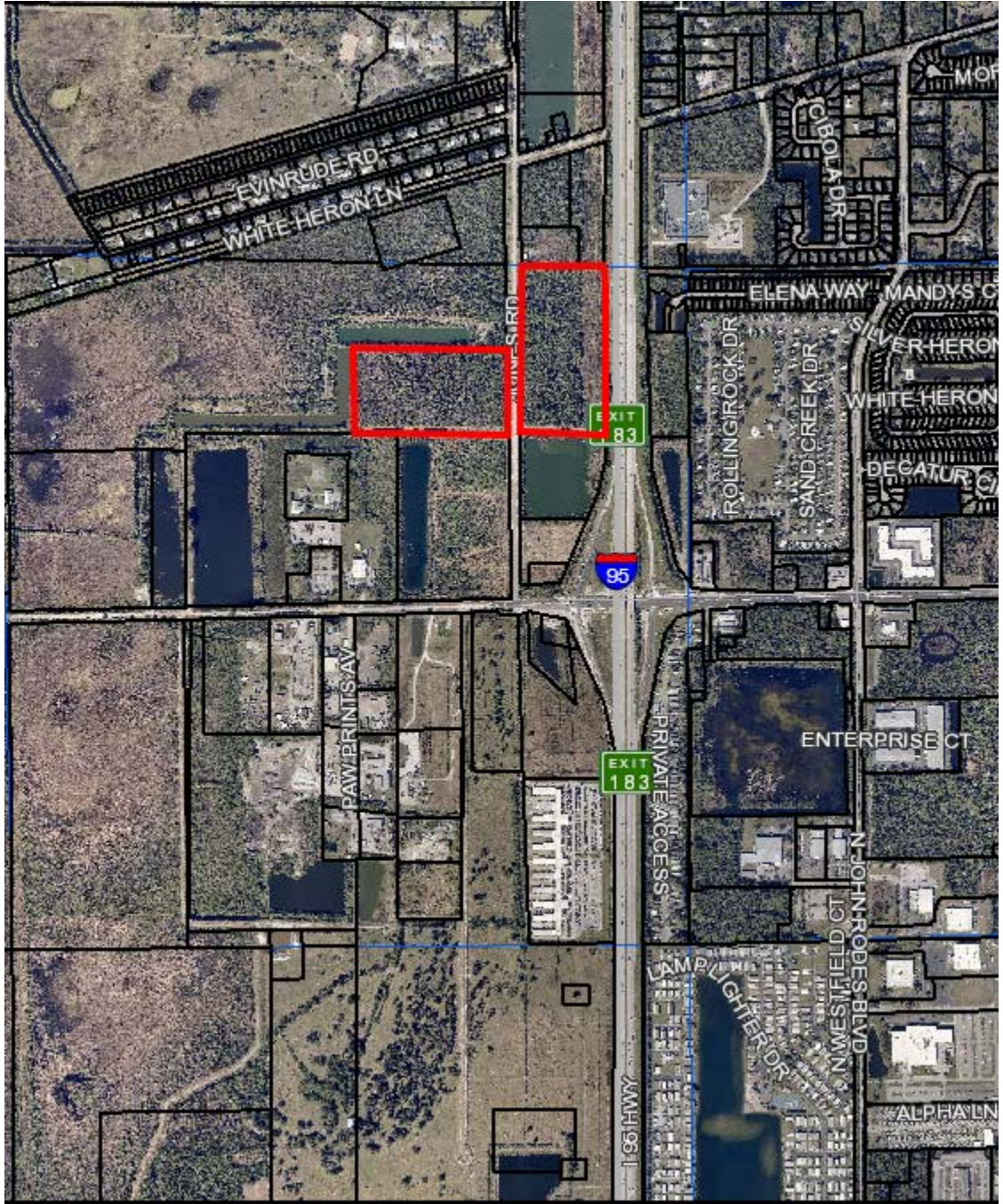
The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by Brevard Public Schools to indemnify the County for negligent acts or omissions of the County, its officers, agents, or employees. Nothing herein shall be construed as consent by Brevard Public Schools to be sued by third parties in any manner arising out of this Agreement.

This indemnification shall survive the termination of this Agreement. The parties acknowledge specific consideration has been given for this provision.

5. Brevard Public Schools shall include the following indemnification provision in all contracts with entities that perform work in connection with this Agreement

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless Brevard Public Schools and Brevard County, Florida, a political subdivision of the State of Florida, including its agents, officers, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office, employment, or other responsibilities, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28 Florida Statutes.

EXHIBIT "A"



Parcel Boundary