

**REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT entered into this 20th day of October, 2010, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and HOLY TRINITY ANGLICAN CHURCH OF NASSAU COUNTY, INC., a not-for-profit corporation of the State of Florida, hereinafter referred to as "HTAC".

In consideration of mutual promises contained herein, the parties agree as follows:

SECTION ONE
BACKGROUND

The Holy Trinity Anglican Church is located at 1830 Lake Park Drive in the City of Fernandina Beach. The HTAC sanctuary was issued a certificate of occupancy on April 28, 2009. HTAC is located within the Amelia Park Planned Unit Development and is set back from main roads and located behind wooded buffer areas and is, therefore, not readily visible from exterior roadways. In order to enable visitors and residents to locate the church, in July 2010 HTAC filed Application E10-020 for conditional use approval for the placement of a wayfinding sign on Citrona Drive south of Sapelo Court and a similar sign on 14th Street south of the intersection of Park Avenue.

On August 26, 2010 the Conditional Use and Variance Board (CUVB) conducted a public hearing with due public notice and voted to approve E10-020 subject to conditions. Because these signs will be located within public right-of-way, this Agreement was deemed by the CUVB to be a condition precedent to installation of the signs. A copy of the CUVB Final Order for E10-020 is attached hereto as Exhibit "A".

SECTION TWO

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to HTAC a license to occupy and use, subject to all of the terms and conditions of this Agreement, two (2) areas, each not to exceed twenty five (25) square feet, within portions of Nassau County rights-of-way located as follows:

1. Twenty- five (25) square feet located on the east side of the right-of-way of 14th street approximately 45 feet south of Park Avenue. A sketch of the sign location and this leased area is appended hereto as Exhibit "B".
2. Twenty- five (25) square feet located on the east side of the right-of-way of Citrona Drive approximately 35 feet south of the intersection of Sapelo Court. A sketch of the sign location and this leased area is appended hereto as Exhibit "C".

SECTION THREE

LIMITED USE

Pursuant to this Agreement, HTAC, after obtaining all applicable permits from Nassau County, may erect two (2) off-site directional signs with maximum sign area of 23.5" x 28" (1.9583 feet x 2.33 feet), with the sign heights not to exceed 8' 4" (6' plus the "Tourist Activity" panel). Additionally, the signs must be made of a breakaway design, have retro reflective sheeting or an alternative approved in the Manual of Uniform Traffic Control Devices (MUTCD), and shall be consisted with MUTCD standards including sign placement.

SECTION FOUR

MAINTENANCE

HTAC shall maintain the signs in a safe, vertical and legible condition. HTAC shall inform the County immediately should any unsafe condition/hazard arise.

SECTION FIVE

TERMINATION

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of the termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice of termination. In the event of a termination, HTAC shall remove the subject signs upon termination.

SECTION SIX

GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

SECTION SEVEN

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION EIGHT

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party:

To County:

Nassau County
Attn: County Manager
96135 Nassau Place
Yulee, FL 32097

To HTAC:

Holy Trinity Anglican Church
Attn: Ansley Acree
1830 Lake Park Drive
Fernandina Beach, FL 32034

SECTION NINE

ASSIGNMENT OF RIGHTS

The rights of the Licensee under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the County.

SECTION TEN

ACCESS/ENTRY CONTROL

HTAC's use, as provided herein, shall be nonexclusive. HTAC shall not construct or cause to have constructed any barriers, blockades or other obstructions that would hinder the public's use and enjoyment of the area, except as specifically authorized herein.

SECTION ELEVEN

INSURANCE

During the license period, HTAC, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the aforementioned property, such insurance to afford minimum protection, during the term of this License, of not less than \$1,000,000, in respect to personal injury or death to any one person, and of not less than \$500,000, for property damage, combined single limit per occurrence. Such policy shall name the County as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the County. HTAC shall furnish the County Risk Management Coordinator with a certificate of insurance

evidencing compliance with the provisions of this paragraph periodically upon County's request. HTAC shall provide any additional insurance through a rider, if so required by the County due to any change in the use of the aforementioned property by HTAC.

SECTION TWELVE
INDEMNIFICATION

The County shall not be liable for any damage to any improvements or property placed within the Nassau County rights-of-way subject to this Revocable License and Indemnification Agreement. HTAC, its successors and assigns, do hereby expressly indemnify and save the County harmless from any and all claims whatsoever arising from their use of the County property covered by this Revocable License and Indemnification Agreement; including any claim for damages arising from damaged property or injury to persons and do hereby expressly agree to indemnify and save the County harmless from any and all such damages, costs, attorney's fees or other costs or expenses whatsoever, arising from this use of the County property.

IN WITNESS WHEREOF, the parties hereto have executed this Revocable License and Indemnification Agreement as of the day and year first above written.

Board of County Commissioners
Nassau County, Florida



MICHAEL H. BOYLE
Its: Chair

Attest as to Chairman's Signature



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

esk
12/21/10

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

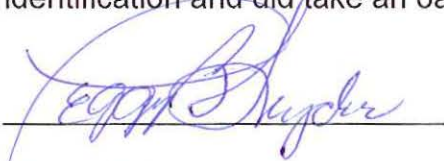
Holy Trinity Anglican Church



ANSLEY N. ACREE, Sr. Warden

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 20th day of
October, 2010, by Ansley Acree, Senior Warden of Holy Trinity Anglican Church.
She is personally known to me or has produced a Florida Driver's License as
identification and did take an oath.



Notary Public
State of Florida

My Commission Expires: 11/8/11



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires Nov. 8, 2011
Commission No. DD 733137

BEFORE THE CONDITIONAL USE AND VARIANCE BOARD OF NASSAU COUNTY,
FLORIDA

No. E10-020

FINAL ORDER

WHEREAS Holy Trinity Anglican Church, 2828 Park Square Place East, Fernandina Beach, Florida 32034, owner and Ansley Acree, 1830 Lake Park Drive, Fernandina Beach, Florida 32035 applicant of the real property described in this Order has applied to the Conditional Use and Variance Board for a Zoning Exception applicable for Conditional Use per Section 5-56 (j) of the Nassau County Code of Ordinances, to erect two off-site directional signs to enable the visitors and residents to locate the Holy Trinity Anglican Church within the ROW of 14th Street south of the intersection with Park Avenue and within the ROW of Cintrona Drive south of the intersection of Sapelo court in the Fernandina Beach area.

WHEREAS, the technical staff of the Nassau County Growth Management Department has reviewed the application and has issued a report; and

WHEREAS, the Exception requested is consistent with the review criteria of Sections 5.03 and 5.04 of the Land Development Code and Section 5-56(j) of the Nassau County Code of Ordinances; now, therefore

BE IT ORDERED BY THE ZONING BOARD THAT

SECTION 1. Exception Granted: The Owner of the real property described in Section 2 of this Order is granted approval to Section 5-56 (j) of the Nassau County Code Ordinances, to erect two off-site directional signs to enable the visitors and residents to locate the Holy Trinity Anglican Church in Fernandina Beach, Florida area, subject to criteria outlined in the Land Development Code, on property described in Section 2 of this Order and Zoning Exception for that purpose is hereby granted to the proposed locations for the signs are; within the ROW of 14th Street south of the intersection with Park Avenue and within the ROW of Citrona Drive south of the intersection of Sapelo Court as defined and classified under the Nassau County Land Development Code, with respect to such property; approval being subject to:

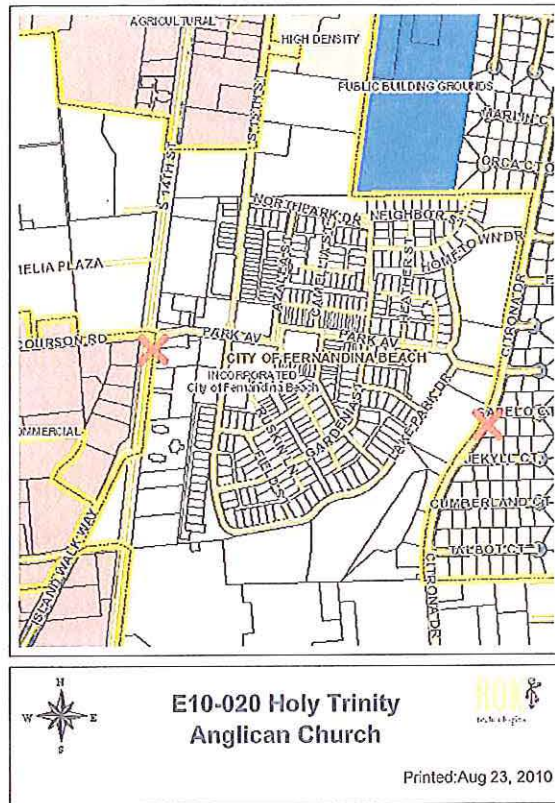
1) Prior to the issuance of the structural permits for the two signs, the applicant shall enter into an agreement with the Board of County Commissioners in the form of a revocable license to encroach. The expenses to create, install, and maintain the sign are solely the responsibility of the applicant. Approval of this application does not guarantee approval of an agreement with the Board of County Commissioners.

2) The applicant and both signs are subject to the requirements of Section 5-56(j) of the Nassau County Code of Ordinance which governs off-site directional signs with exception for those requirements, conditions, and recommendations of this Order and the corresponding staff comments that are more restrictive or specifically listed.

3) Minimum Design Standards:

- o Maximum sign area of 23.5' x 28' and shall be consistent with the sign elevations provided as part of this application.
- o Overall height of the sign shall not exceed 8'4" (6' plus the "Tourist Activity" panel).
- o Must be a breakaway (frangible) design, have retro-reflective sheeting (or an alternative approved in the MUTCD), and shall be consistent with MUTCD standards including sign placement.

SECTION 2. Owner and Description. The land is located within the ROW of 14th Street at the intersection with Park Avenue and within the ROW of Citrona Drive south of the intersection of Sapelo Court. See below map.



SECTION 3. Effective Date. This Order shall become effective on the 25th day of September 2010.
Done this 22nd day of September, 2010.


TERESA BURCH, CHAIRMAN
Nassau County Conditional Use & Variance Board

ATTEST:


Debbie Hutchinson, Secretary
Nassau County Conditional Use & Variance Board

Exhibit B

