

**WILLOWSFORD CONSERVANCY, INC.  
LICENSE AGREEMENT**

This License Agreement is between the WILLOWSFORD CONSERVANCY, INC. (“Conservancy”), Grantor, and \_\_\_\_\_, the Owners of \_\_\_\_\_, \_\_\_\_\_, Virginia \_\_\_\_\_ (“Grantees”).

**RECITALS:**

1. The Conservancy is the owner of record and responsible for the maintenance of all common area parcels located within the residential subdivision known as Willowsford, as set forth in that certain Community Covenant for Willowsford (“Community Covenant”) recorded at Instrument No. 20110324-0019086, as amended, modified and/or supplemented, among the land records of Loudoun County, Virginia.
2. The Grantees are the owners of record of the lot located at the above-referenced address within Willowsford and wish to donate landscaping to the Conservancy.
3. The Conservancy’s Board of Directors is empowered to grant licenses for the use of the Conservancy’s common areas.
4. After reviewing the plans submitted by Grantees, a copy of which is attached hereto as Exhibit A, the Board of Directors of the Conservancy has decided to grant a license to the Grantees for the purpose of installing certain landscaping improvements upon the Conservancy’s common areas, subject to the Grantees’ compliance with all of the following terms and conditions:
  - (a) The Grantees are authorized to install the landscaping improvements in such locations on the Conservancy’s common areas as specifically set forth, and in strict conformance with, the plan attached hereto as Exhibit A. Plantings will be done in a first-class manner in accordance with the attached typical specifications.
  - (b) Grantees acknowledge that his/her/their use of the Conservancy’s common area is subject to all of the terms and conditions set forth in the Conservancy’s Community Covenant and any and all rules and regulations adopted by the Conservancy’s Board of Directors and that no ownership interest in the common area in favor of the Grantees is hereby, or in the future, intended, conveyed or inferred by this License.

- (c) Grantees agree that all landscaping installed by Grantees shall be the property of the Conservancy upon completion of its installation. Grantees acknowledge that they shall have no ownership interest in the landscaping installed pursuant to this License Agreement.
- (d) Grantees agree that all landscaping shall be of good quality and native plant material and Grantees acknowledge that he/she/they are responsible for all costs associated with the installation, watering and restoration of any disturbed areas.
- (e) Grantees agree to complete the project as detailed in Exhibit A by \_\_\_\_\_ (Date). If the Grantee fails to complete the project by this date, the agreement will need to be re-submitted to the Grantor.
- (f) Grantor shall maintain the landscaping in its sole discretion, or if the conditions warrant, remove any or all of the landscaping.
- (g) The Grantees agree to hold harmless the Conservancy and its directors, officers, employees, and agents from any and all claims, suits, damages or expenses (including reasonable attorneys' fees) arising from or in any way related to the landscaping, which may include, but are not limited to, any injuries associated with the same.
- (h) If at any time following the execution of this Agreement, the Board of Directors receives a formal complaint about the landscaping installed by Grantees, or the Board of Directors independently determines that the Grantees are not in compliance with his/her responsibilities as set forth herein, the Board of Directors reserves the power to commence procedures to review whether the Board of Directors should revoke this License Agreement, and, if so, remove the Grantees' alterations and restore the common areas to their original condition.
- (i) Any and all costs incurred by the Conservancy that arise from or that are related in any way to this License Agreement, which costs may include, but are not limited to the restoration of the Conservancy's areas damaged by the installation or access thereto, shall be assessed against the Grantees' lot and shall be the personal obligation of the Grantees. All such costs are collectible in the same manner as any other assessment imposed upon any owner of Lot within the Conservancy.

**SEEN AND AGREED TO:**

**(All Owners of Record Must Sign)**

\_\_\_\_\_  
**First Last Name, Grantee Address City, Virginia Zip Code**

\_\_\_\_\_  
**First Last Name, Grantee Address City, Virginia Zip Code**

\_\_\_\_\_  
**First Last Name, Executive Director**  
Willowsford Conservancy, Inc.

**EXHIBIT A**

**ALTERATION DETAILS AND LOCATION**