

# REVOCABLE LICENSE AGREEMENT

Banbury Meadows Homeowners Association, Inc.

March 14, 2016

Reference: Banbury Meadows HOA Resolution – “Maintenance of Waterway, Stream and Adjacent Banks/Common Areas dated 14 March 2016

This Revocable License Agreement is made and becomes effective on the date signed below by and between the Banbury Meadows Homeowners Association (HOA), Inc., (hereafter referred to as the “Licensor”) and \_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Address) homeowner in Banbury Meadows subdivision (hereafter referred to as the “Licensee”);

## WITNESSETH:

A. The Licensor is the owner of a parcel of land (common area) located on the banks of the Banbury Meadows Waterway/Stream boarding the property line of Lot # \_\_\_\_\_, Phase # \_\_\_\_\_, owned by Licensee.

B. The Licensor has agreed to allow the Licensee to perform limited landscaping maintenance of the Waterway Bank/Common Area bordering their property.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Grant of License

Based on a written ARC Application Review Form received from the Licensee and approved by the ARC, and subject to the provisions of this Agreement, the Licensor hereby grants the Licensee to perform LIMITED maintenance of the Waterway Bank/Common Area, bordering their property line and the water's edge, in accordance with and as outlined in Banbury Meadows Resolution referenced above dated 14 March 2016 (copy attached).

### 2. Termination of License (with or without cause)

The term of this license shall commence on the date signed by both parties below and shall terminate with or without cause by the thirty (30) day advanced written notice of either party to the other.

### 3. Maintenance of the Waterway Bank/Common Area

Licensee shall, during the Term of this License, and at his/her sole cost and expense, contract ONLY with one of the current Landscaping Companies serving the Banbury Meadows or The Villas HOA's to perform “Limited” maintenance (cutting/trimming of vegetation, weeds, grasses, etc.) growing on the bank/common area of the Waterway/stream adjacent to their property line. The Licensee will ensure that the work performed is limited to and in accordance with the provisions outlined in the Resolution referenced above.

#### 4. Alterations

The Licensee shall not alter the Waterway Bank/Common Area or construct any permanent/semi-permanent landscaping or structures on said land at any time.

#### 5. Assumption of Liability, Waiver of Claims

As partial consideration for this license, Licensee will defend, indemnify, and hold harmless Licensor from any and all claims by third parties arising out of the work performed under the terms of this agreement. As further consideration, Licensee waives all claims it may have against Licensor arising out of Licensor exercising its rights under this License.

IN WITNESS WHEREOF, the Parties have hereunto caused this Revocable License Agreement to be executed and effective based on their signature and date signed below.

#### LICENSOR:

Banbury Meadows Homeowners  
Association, Inc.

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
(Printed Name)

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

#### LICENSEE:

Banbury Meadows Homeowner  
(Lot # \_\_\_\_\_, Phase # \_\_\_\_\_)

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
(Printed Name)

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