

SUBDIVISION SIGN MAINTENANCE AND LANDSCAPING
LICENSE AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 2008, by and between the Fairfax County Park Authority, a body corporate and politic ("Park Authority"), and Winston Knolls Civic Association, its agents or assigns (the "Licensee").

WITNESSETH:

WHEREAS, the property owned by the Park Authority that is the subject of this Agreement is shown on the Fairfax County Real Property Identification Map as Tax Map No. 88-4 ((4))E and known as Middle Run Stream Valley Park (the "Property"). The Park Authority acquired the Property by a Deed recorded among the land records of Fairfax County, Virginia, in Deed Book 4336, at Page 186.

WHEREAS, the Park Authority intends to grant unto the Licensee and its agents, a license to install, maintain, and landscape a sign on the Property (the "Sign").

WHEREAS, the location for the placement of the Sign on the Property is shown on the maps attached hereto and incorporated herein as Attachments "A" and "B." The design plans for the Sign, entitled "Winston Knolls-Entrance Sign (Concept A)," are identified as sheets A2 and A3 and attached hereto and incorporated herein as Attachment "C."

WHEREAS, the Sign and the area of the Property immediately surrounding the Sign comprise the "license area," as specifically identified in paragraph 5 herein (the "License Area").

NOW, THEREFORE, in consideration of the foregoing premises, the following terms and conditions, and for and in consideration of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Park Authority hereby grants a License to the Licensee to install, maintain, and landscape one non-illuminated Sign within the License Area, as depicted on the plans attached hereto as Attachment C.

2. The Sign and appurtenant features shall be and remain the property of the Licensee.

3. The Licensee and its agents and assigns shall be permitted to use the License Area for the purposes named herein, including the right of access to and from said area.

4. The Licensee shall agree to indemnify and hold harmless Fairfax County, its officers and employees, and the Park Authority, its officers and employees, from and against any claims, loss, cost, damage, and/or liability of any kind arising out of or relating to the Sign, the License Area, this Agreement and/or the work performed by the Licensee under this Agreement.

5. In lieu of standard fees and charges, the Licensee shall be required to maintain the Sign and the License Area in a manner consistent with standards acceptable to the Park Authority, including without limitation weeding and mulching of planting beds, mowing of lawn areas, and trimming and/or edging of sidewalks, trees, and guardrails on a schedule of once every 7-14 days.

6. The License Area, which is the subject of the Licensee's maintenance responsibility, consists of the area beginning at the street curb along Huntsman Boulevard, extending southward to the existing tree line on park parcel "E," a distance of approximately 63' at the longest point, and further beginning at the intersection of Huntsman Boulevard and Spur Road, extending west to the existing fence and property line of the adjacent property at 9246 Rockefeller Lane, a distance of approximately 236', the limits more specifically shown on Attachment B.

7. The Licensee shall be required to submit to the Park Authority, prior to commencement of construction and prior to making any alterations to an existing sign or its appurtenant features, any and all plans and/or designs relating to this Agreement, including without limitation plans and/or designs relating to construction and landscaping.

8. The Park Authority reserves the right to approve or reject any and all plans and/or designs related to this Agreement. The Park Authority, upon review of the plans, shall render its decision in writing reserving the right to reject any design that it deems to be inappropriate for the Property.

9. This Agreement shall not be construed to convey any utility service or other easements of any kind on the License Area or the Property.

10. The Licensee shall be responsible for obtaining any construction and zoning permits or waivers that may be required by Fairfax County prior to commencement of construction and shall submit copies of said permits and waivers to the Park Authority prior to commencement of construction.

11. In addition to any permits which may be required by other Fairfax County agencies prior to the commencement of any construction activity, the Licensee shall obtain a construction permit from the Park Authority.

12. Nothing in this Agreement is intended to waive, modify, or alter any requirements of the Fairfax County Department of Planning and Zoning, the Fairfax County Department of Public Works and Environmental Services, any other Fairfax County department, and/or any local, state, and federal regulations or requirements.

13. This Agreement shall remain in effect until terminated upon thirty (30) days written notice by either party.

14. This Agreement may be terminated by the Park Authority for any reason, including, but not limited to, if the Park Authority determines that maintenance of the License Area is not being performed in accordance with the terms as set forth in the conditions of this Agreement, if at any time the Licensee causes an adverse impact to the Property, or if the Property is needed for future road improvements.

15. In the event that the Park Authority determines the conditions of this Agreement have been violated, the Park Authority shall notify the Licensee in writing of the determination and allow thirty (30) days for the Licensee to correct any maintenance or other issues to the satisfaction of the Park Authority. Upon correction of all identified violations to the satisfaction of the Park Authority, the Park Authority shall notify the Licensee, in writing, of its acceptance of the Licensee's corrective action. If the Licensee fails to correct maintenance or other issues, the Park Authority may terminate this Agreement and cause the Sign to be removed and the License Area restored to its natural state at the sole expense of the Licensee.

16. If the Licensee desires to terminate this Agreement at any time, it shall notify the Park Authority in writing at least thirty (30) days prior of its intention to do so. Upon notification of the Licensee's desire to terminate the agreement, the Park Authority shall issue a construction permit for the removal of the Sign structure and appurtenant features and such removal will be the sole responsibility of the Licensee. Upon completion of demolition and removal of debris, the Licensee shall restore the area to its natural state, at the Licensee's expense, utilizing seed mixtures and planting schedules supplied by the Park Authority.

[SIGNATURES ON FOLLOWING PAGES]

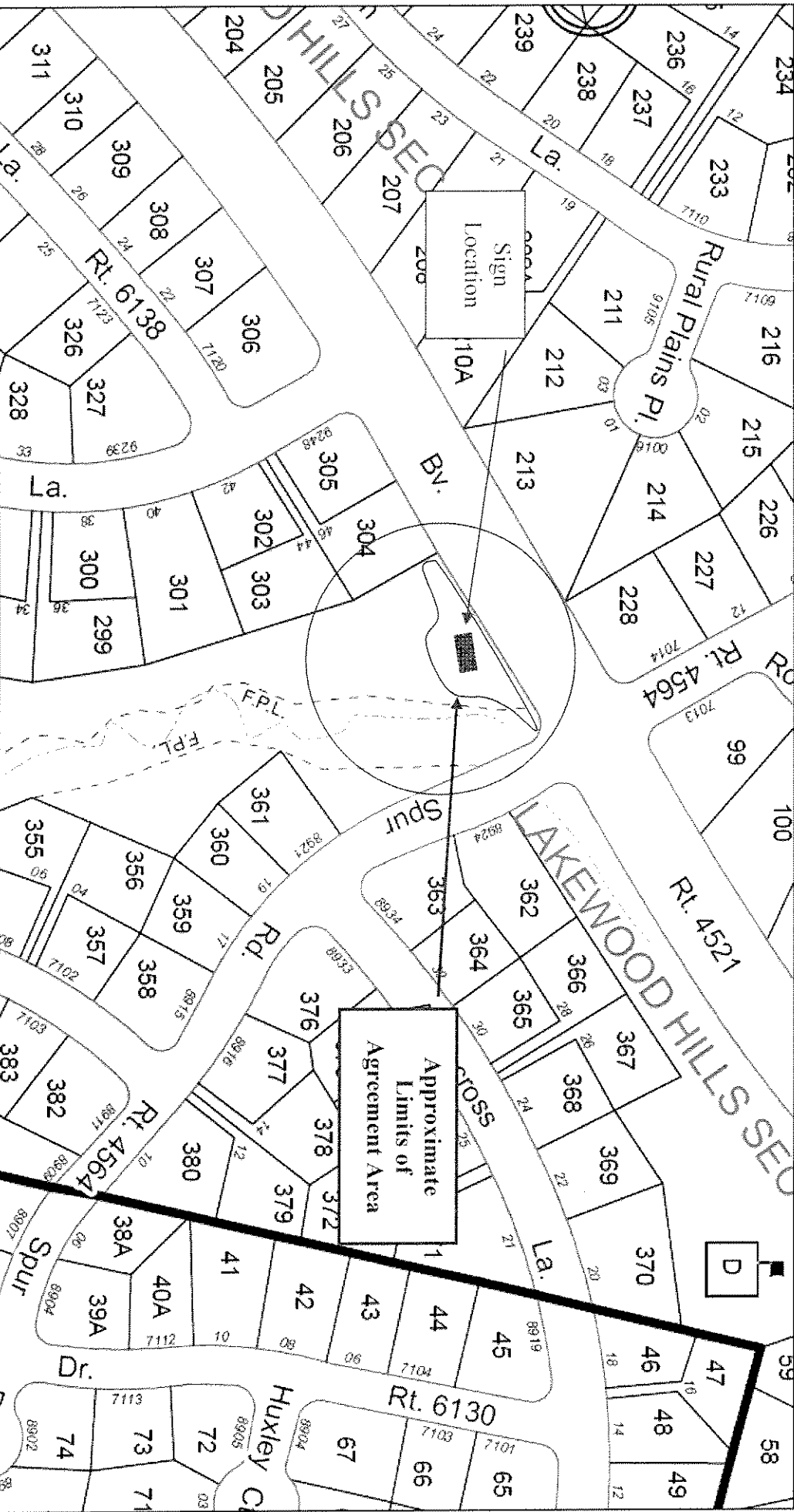
ATTACHMENT "A"

Parcel 88-4 ((4)) E

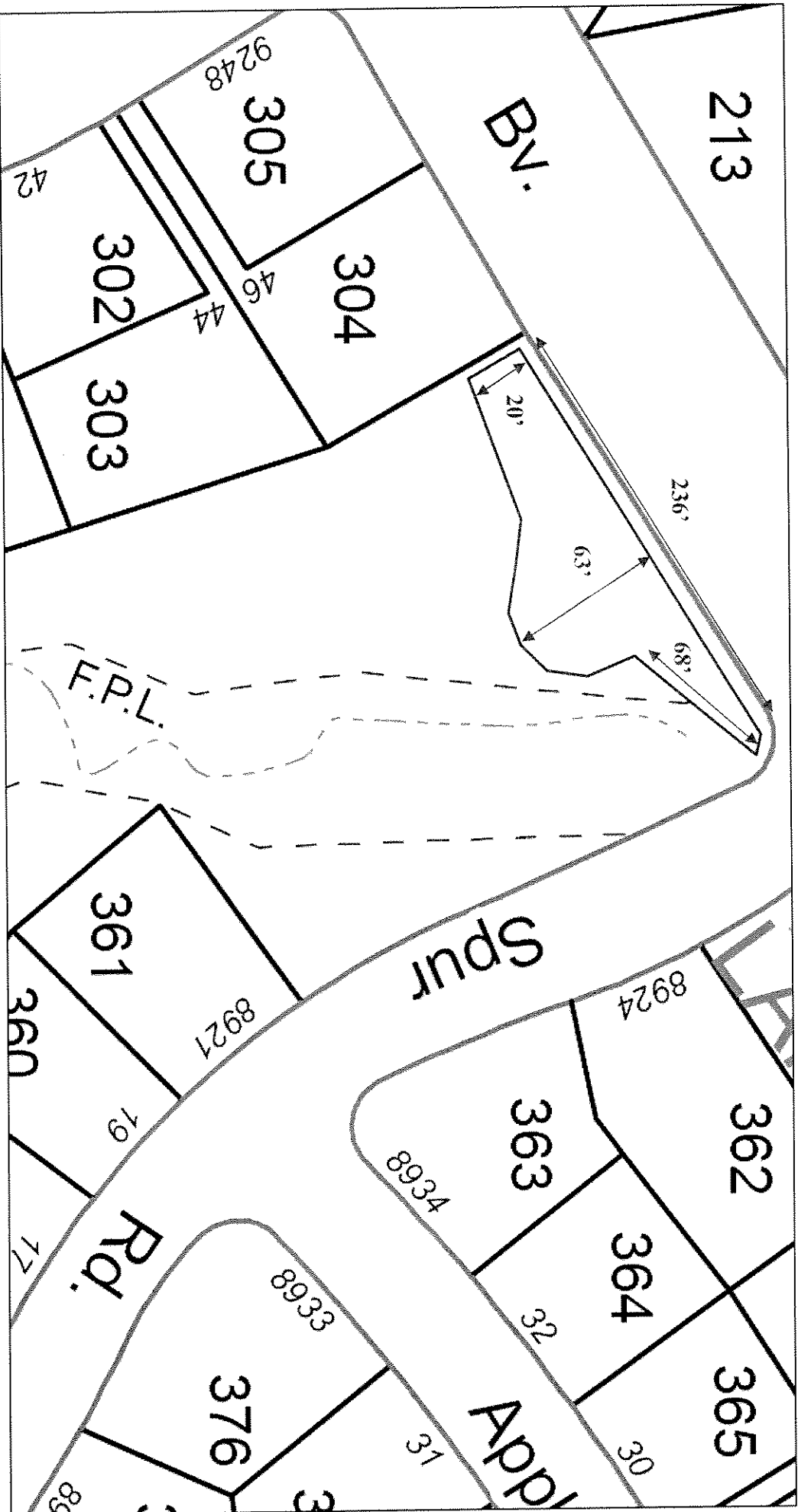
Middle Run SV

Winston Knolls Civic Association Sign

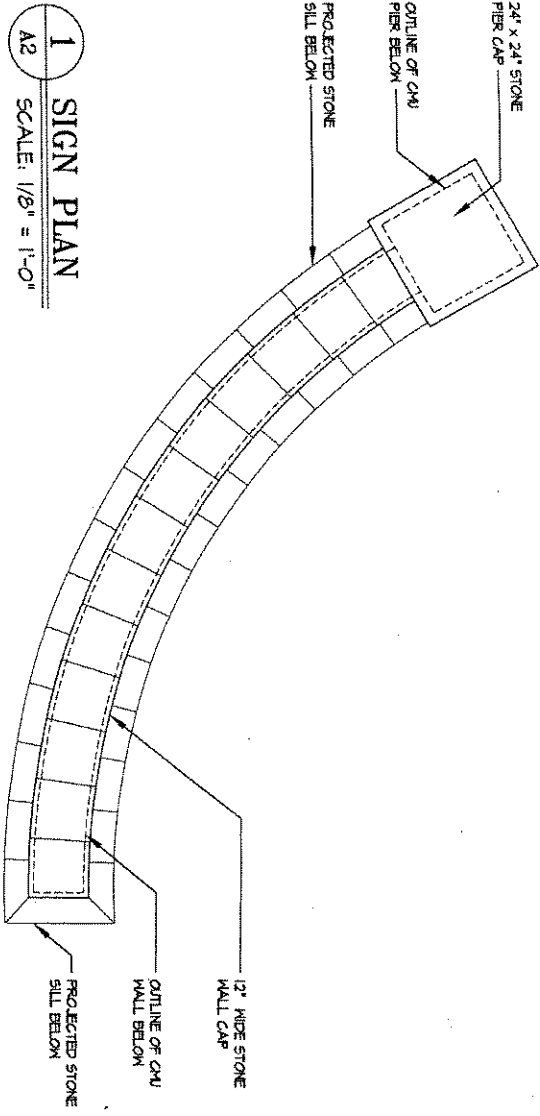
Huntsman Blvd and Spur Road



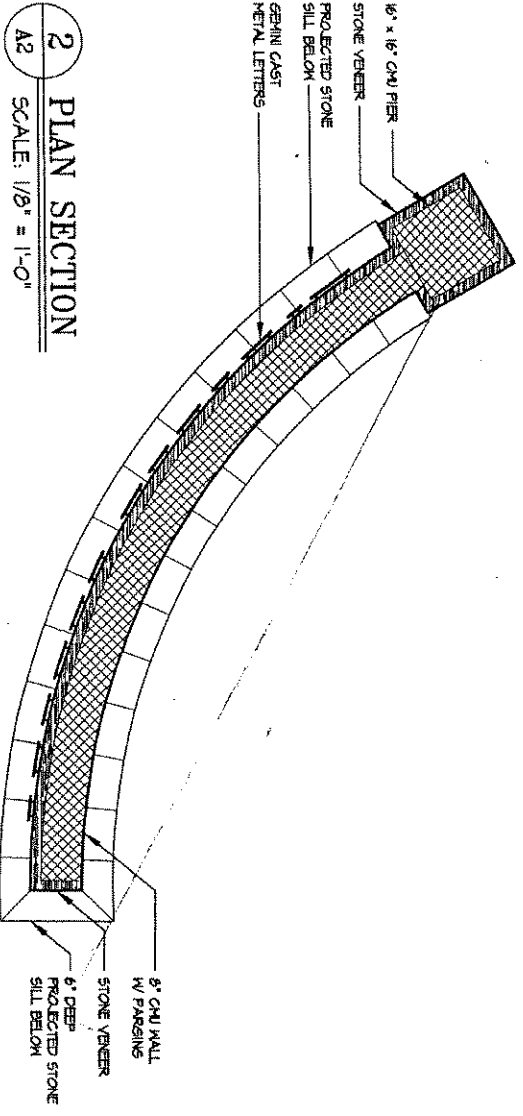
ATTACHEMENT "B"
Middle Run SV Park
Winston Knolls Civic Association
Approximate Limits of Sign Agreement Area



1 SIGN PLAN
A2 SCALE: 1/8" = 1'-0"



2 PLAN SECTION
A2 SCALE: 1/8" = 1'-0"



SERVES ITS COMMON LAW AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR BY ANY MEANS, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF [redacted].

A2	WINSTON KNOLLS - ENTRANCE SIGN (CONCEPT A)	
	PROPOSED PLANS	
SHEET NUMBER	PROJECT NUMBER	DATE
A2 NOTED	OTCS	6/4/07
UNAME	DATE	SCALE
JMB	JMB	1/8"

