

LICENSE AGREEMENT

This License Agreement ("Agreement") is made on [Date _____] by and between:

1. Datchet Recreation Charitable Trust (DRCCT)

Datchet Hall

3 Allen Way

Datchet

Berkshire

SL3 9HR

(Hereinafter referred to as "Licensor")

And

2. Datchet Parish Council (DPC)

Datchet Parish Office

1 Allen Way

Datchet

Berkshire

SL3 9HR

(Hereinafter referred to as "Licensee")

RECITALS

WHEREAS, the Licensor holds the land know as Sabatini Land in trust; **Exhibit A (Sabatini Land marked out in red and the approximate location of the community orchard marked in green)**

WHEREAS, the Licensee desires to construct and maintain a "Community Orchard" on the said land for the benefit of the parishioners of Datchet;

WHEREAS, the Licensor agrees to grant a non-transferable license to the Licensee under the terms and conditions set forth below;

TERMS AND CONDITIONS

1. Grant of License

The Licenser hereby grants a non-transferable license at no cost to the Licensee to allow construction and maintenance of a "Community Orchard" as detailed on the drawing attached hereto as **Exhibit B**.

The license shall be for a term not exceeding five years from the date of this Agreement.

2. Works and Maintenance

All works shall be in accordance with the drawing attached as Exhibit B.

Any damage to the surrounding land caused by the Licensee's activities shall be rectified by the Licensee.

3. Funding and Maintenance

The Licensee shall be solely responsible for the funding and maintenance of the "Community Orchard" including the provision of Annual Accounts to the Licenser.

The Licenser shall be informed of any material changes to the project or personnel involved.

4. Term and Renewal

The license shall be reviewed at five-year intervals. Renewal of the license shall be subject to mutual agreement between the Licenser and the Licensee.

The Licensee shall consider the erection of protective fencing if required.

5. Incremental Extension

The Licensee will consider incremental extension of the orchard area over time based on the success and management of the initial area.

6. Termination

The Licenser reserves the right to terminate the license if the Licensee fails to maintain the orchard as agreed upon or breaches any term of this Agreement.

Upon termination or expiration of this Agreement, the Licensee shall remove all remaining trees and restore the land to its original condition.

7. Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements.

Any modifications to this Agreement must be in writing and signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of [Relevant Jurisdiction].

SIGNATURES

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

Licensor:

Datchet Recreation Charitable Trust (DRCCT)

By: _____

Name: _____

Title: _____

Date: _____

***Licensee:**

Datchet Parish Council (DPC)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

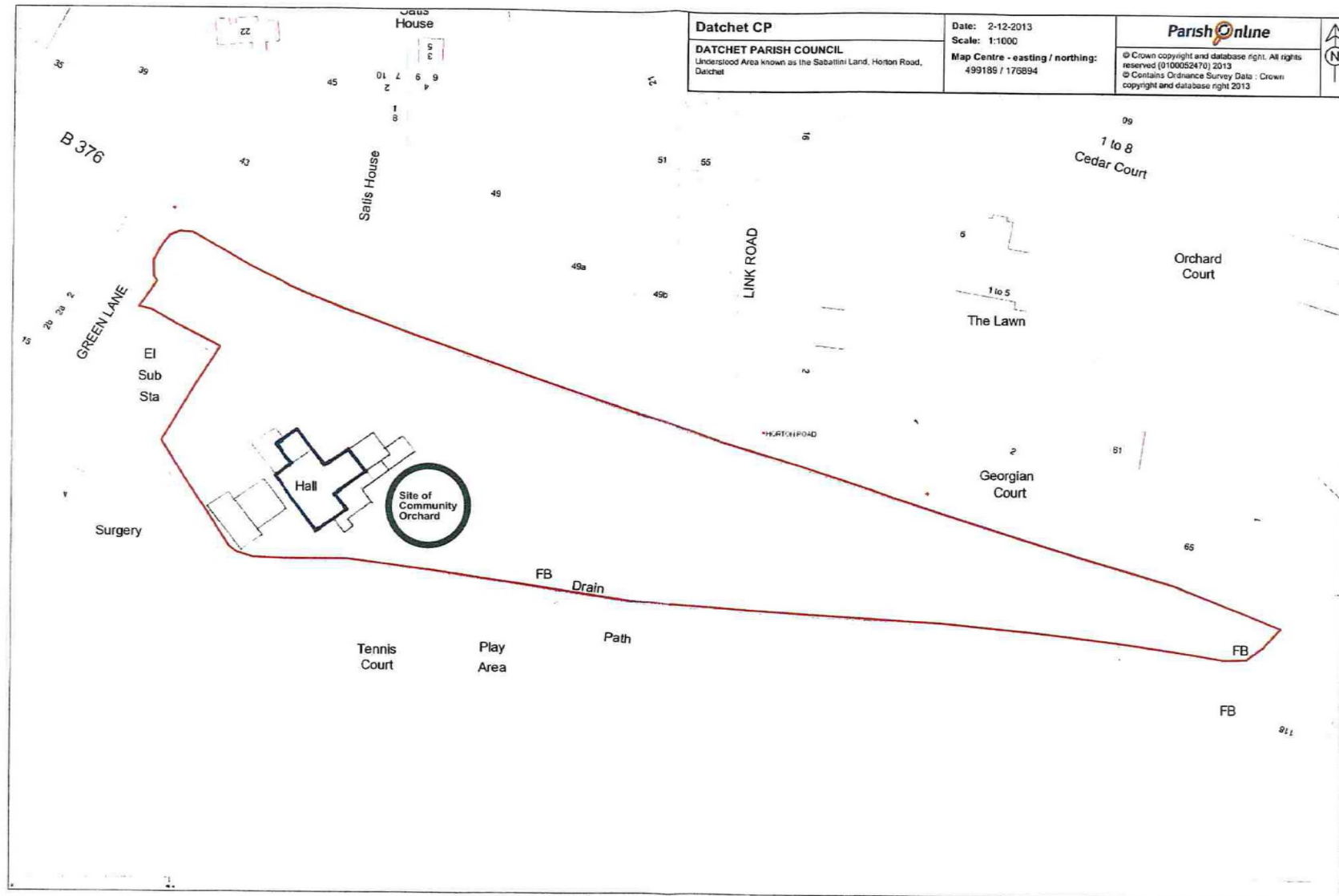


EXHIBIT B

DATCHET COMMUNITY AND WILDLIFE ORCHARD

PLANTING PLAN

- ⊗ Heavy standard trees (12-14 cm) and select standard trees (10-12 cm)
- ⊙ Small trees and whips.

