



STREAM RELEAF PROGRAM RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this “Agreement”) is made this _____ day of _____, 20____, by _____ and _____ (collectively, the “Grantor”) in favor of **HOWARD COUNTY, MARYLAND** (the “County”), a body corporate and politic.

WHEREAS, Grantor is the fee simple owner of the real property in Howard County, Maryland with the following address: _____ (the “Property”).

WHEREAS, the County has established the Stream ReLeaf program to plant native trees and shrubs in the County thereby improving riparian stream buffers for the benefit of the citizens of the County and the State of Maryland.

WHEREAS, the County has identified an area to be planted with native trees and shrubs (the “Work”) that is located on the Property (the “Buffer Area”) and the Grantor has consented to the type and location of the trees and plants within the Buffer Area. The Buffer Area is shown on Exhibit “A”, attached hereto and made a part hereof.

WHEREAS, Grantor desires to grant the County a right of entry to complete the Work within the Buffer Area and in consideration thereof is granting the necessary right of entry needed by the County to complete the Work, including allowing the County use of outdoor spigots for the purpose of watering trees and shrubs.

NOW THEREFORE in consideration of the foregoing recitals which are hereby incorporated herein and deemed to be a substantive and material part of this Agreement, and the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the County, and its employees, contractors, and agents, permission to enter upon the Property from time to time (the “Right of Entry”) for the purpose of completing the Work within the Buffer Area, and agrees as follows:

1. Pursuant to the Right of Entry, the County shall perform the Work within the Buffer Area by December 20th, 2020. Grantor agrees to not take any actions which will harm the trees and plants.
2. Upon the completion of the Work, the County shall remove all of its equipment, materials, and debris from the Buffer Area and the Property.
3. In consideration of Grantor benefiting from the Work and the Stream ReLeaf Program, Grantor covenants to indemnify, defend and hold

harmless the County from and against all claims, action, damages, liability, and expenses, including attorney's fees, relating to damage to or loss of property or personal injuries that arise from the Work on the Property and which were not caused solely by the County's negligence. This indemnification shall survive the termination of this Agreement and shall remain in effect as long as Grantor owns the Property.

- 4. This Agreement shall be effective upon the execution hereof and shall terminate automatically upon the completion of the Work.
- 5. This Agreement shall be interpreted in accordance with the laws of Maryland. If the Property is owned by more than one individual each shall sign this Agreement and each agrees to be bound hereby jointly and severally.

IN WITNESS WHEREOF, Grantor has executed this Right of Entry Agreement as of the day and year first above written.

Signature

Printed Name

Signature

Printed Name

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EXHIBIT A BUFFER AREA

[Insert description of planting area or map denoting tree and shrub locations]