



TURF TO TREES PROGRAM RIGHT OF ENTRY AGREEMENT

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

WHEREAS, the Owners are the record owners of the Property commonly known as _____, _____, Howard County, Maryland shown as Parcel _____ on Tax Map _____ pursuant to a deed dated _____, _____ and recorded among the Land Records of Howard County Maryland at Book _____, Page _____ (the “Property”).

WHEREAS, the County’s Water Protection and Restoration Fund is financing the Turf to Trees Program (the “Program”) because the Program will benefit the citizens of the County by helping the County achieve the federally mandated goals of the County’s stormwater management permit. Under the Program, the County plants tree at optimal locations for stormwater management and the residents take over the long-term expense and effort of maintaining the trees.

WHEREAS, in accordance with the Homeowner Agreement dated _____, the Grantor has agreed to participate in the Turf to Trees Program and the County has identified an area to be planted with native trees (the “Work”) that is located on the Property (the “Planting Area”) and the Grantor has consented to the type and location of the trees within the Planting Area. The Planting 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 Planting Area and in consideration thereof is granting the necessary right of entry needed by the County to complete the Work.

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 Planting Area, and agrees as follows:

1. The County shall notify the Owner at least 48 hours in advance of the projected start date for the Work. The County shall perform the Work within the Planting Area by _____, 20__.

2. Upon the completion of the Work, the County shall remove all of its equipment, materials, and debris from the Planting Area and the Property.
3. In consideration of Grantor benefiting from the Work and the Turf to Trees 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 is not to be deemed as a waiver of any immunity that may exist in any action against the County.
4. Grantor agrees to take all actions necessary for the reasonable care of the trees and to not take any actions which will harm the trees, as agreed to in the Homeowner Agreement.
5. This Agreement shall be effective upon the execution hereof and shall terminate automatically upon the completion of the Work.
6. 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 signed this Right of Entry Agreement as of the day and year first above written.

Name: _____

Name: _____

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EXHIBIT A
PLANTING AREA

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