

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“Agreement”) is made by and between Montgomery County, Maryland, (the “County”), a body corporate and politic and a political subdivision of the State of Maryland and Mid-Atlantic Whitetail Solutions, 1300 York Road, Suite 250B, Lutherville, MD, 21093, and their subcontractors, collectively referred to as the “Parties.”

RECITALS

WHEREAS,

- A. The County owns and maintains property between Wasche Road and Martinsburg Road in Dickerson, MD 20842 in Montgomery County, collectively known as the Site 2 Properties (“Site 2” or “Property”). Site 2 consists of over 800 acres of land, most of which is leased to farmers. There are some residential units leased as well. The County does not allow tenants to hunt on the County property.
- B. The County has used outside services since 2009 to manage deer population at Site 2 at the request of Maryland National Park and Planning Commission and the County’s advisory committee, DAFIG and the County’s tenant farmers (County Deer Management Program, DMP). Initially the program was managed by Patriot Land and Wildlife Management Services (Patriot), Inc. and its Patriot Whitetail Removal Team (PWRT). In 2019 Patriot spun off the PWRT as a separate entity, Mid-Atlantic Whitetail Solutions (“MAWS”) MAWS managed the program for Patriot for the last two years.
- C. In prior years, Maryland Department of Natural Resources (“DNR”) issued a permit to the County allowing the removal of deer from Site 2. The County would identify PWRT or MAWS team members as agents for the County. The permit allowed agents to use any weapon of choice and to remove deer year-round. In 2021, DNR informed the County that it would no longer issue the permits to the County for deer management. Therefore, the County agrees to grant MAWS a revocable ROE to Site 2 to perform deer management services and to manage the deer population on the Property in balance with desired land uses and human priorities by introducing controlled deer management services designed to be safe, effective, and acceptable to the community without unnecessary use of public resources and to comply with all applicable federal, state, and local laws and rules all in accordance with the following Agreement:

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The County grants MAWS, the right to access the Site 2 Properties, shown on Attachment A, for the purpose of performing deer management services at no cost to the County. This right may be revoked by the County immediately and for any reason and MAWS will be granted a reasonable opportunity to collect and remove equipment from Site 2. MAWS shall give the County immediate notice should MAWS decide to discontinue performing deer management services at Site 2. Services consist of but are not limited to activities that safely and effectively reduce the negative effects of deer on the community, crop production, and the environment.
2. MAWS’ right of ingress, egress, and entry to the Site 2 Properties begins on the date this Agreement is signed by the County and remains in effect until March 1, 2032. MAWS must access Site 2 without interference to existing operations at Site 2.
3. MAWS is responsible for any damage, cost, or expense caused by or resulting from any interference by its access and performance of deer management services at the Site 2 Properties with the ongoing activities at Site 2.
4. The County reserves the right to continue its use of the Site 2 Properties without limitation. The

denial of access by the County to any part of Site 2 does not entitle MAWS to any damages or compensation.

5. Any notice or communication under this Agreement by or between the County and MAWS shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service, (c) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), or (d) electronic mail (email) and addressed to:

In case of a notice or communication to MAWS, as follows:

Dustin Prievo, President
Mid-Atlantic Whitetail Solutions
1300 York Road, Suite 250B
Lutherville, MD, 21093
Email: dustin@managewhitetails.com

In case of a notice or communication to the County as follows:

Montgomery County, Maryland
Attn: Joe LaDana, Sr. Engineer
Department of Environmental Protection
21204 Martinsburg Road
Dickerson, Maryland 20842
Email: joe.ladana@montgomerycountymd.gov

Either Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner specified above.

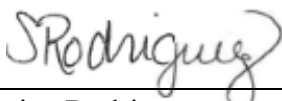
6. Each member of MAWS must:
 - a. Abide by the rules in Attachment B as participants in the County DMP, or any revision thereof, unless an exception is granted in writing by the County;
 - b. Attend an orientation meeting to confirm knowledge of the property boundaries, Site 2 tenants, nearby dwellings and the rules in Attachment B prior to harvesting deer at Site 2;
 - c. Execute a **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF THE RISK & INDEMNITY AGREEMENT** in Attachment C, any revision thereof, in order to harvest deer at Site 2; and
 - d. Execute and possess their own ROE permission form as shown in Attachment E. This form must always be on their person while on Site 2 and presented to any County Staff or Site 2 tenant upon request. Such forms may be renewed for members of MAWS in good standing. Members expelled from the DMP at Site 2 must not continue to use their copy of the permission form to access Site 2. Any member doing so will be considered trespassing.
7. MAWS must obtain the required minimum insurance coverage of \$1,000,000 per occurrence for general liability as indicated in Attachment D and will supply a certificate of insurance to the County with DEP and its property tenants listed as additional insured. MAWS must indemnify, hold harmless and defend the County and its officers, agents, and employees, from any and all liability for any claims, suits or penalties, and the costs and expenses arising out of them, including reasonable attorneys' fees, that are caused by or arise from MAWS' access to the Site 2 Properties.
8. MAWS must submit an annual report due March 1 of every year. The report shall include but not be limited to:
 - a. Results for each member on the number of hunter-hours, number, sex, age, and weight of deer harvested and on what dates;

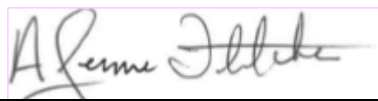
- b. Data on deer census such as deer density per acre, estimate of equivalent deer removed, etc.;
 - c. Impact or interaction with the community or encounters with neighbors, poachers, trespassers, and/or others involved in suspicious activity;
 - d. Property analysis of security and signage; and
 - e. Analysis of deer heard, disposition of harvested deer, discussion of success of the DMP, and expected goal for removal during the coming year.
9. The granting of this Agreement does not convey to MAWS any other right.
 10. This Agreement constitutes the entire agreement between the Parties relevant to MAWS' use of the Site 2 Properties as described above.
 11. This Agreement may only be modified or amended in writing signed by all the Parties. A Party wishing to waive any rights under this Agreement must do so expressly in writing. A waiver will be narrowly construed so as not to waive any other rights or any other instance to which that right might apply.
 12. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland without regard for conflict of laws principles.
 13. This Agreement does not make any of the Parties, their officers, employees, or agents, an officer, employee or agent of any other Party.
 14. The persons executing this Agreement represent that they are authorized by the Parties they represent to execute this Agreement.
 15. This Agreement may not be assigned.
 16. The effective date of this Agreement is the date of the County's signature.

IN WITNESS WHEREOF, the County and MAWS have executed this Agreement under seal on the date executed by the County below.

WITNESS:

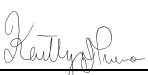
MONTGOMERY COUNTY, MARYLAND

By:  8/30/2021
 Sabrina Rodriguez Date
 Sr. Executive Administrative Aide

By:  8/30/2021
 Adriana Hochberg Date
 Assistant Chief Administrative Officer

WITNESS:

Mid-Atlantic Whitetail Solutions

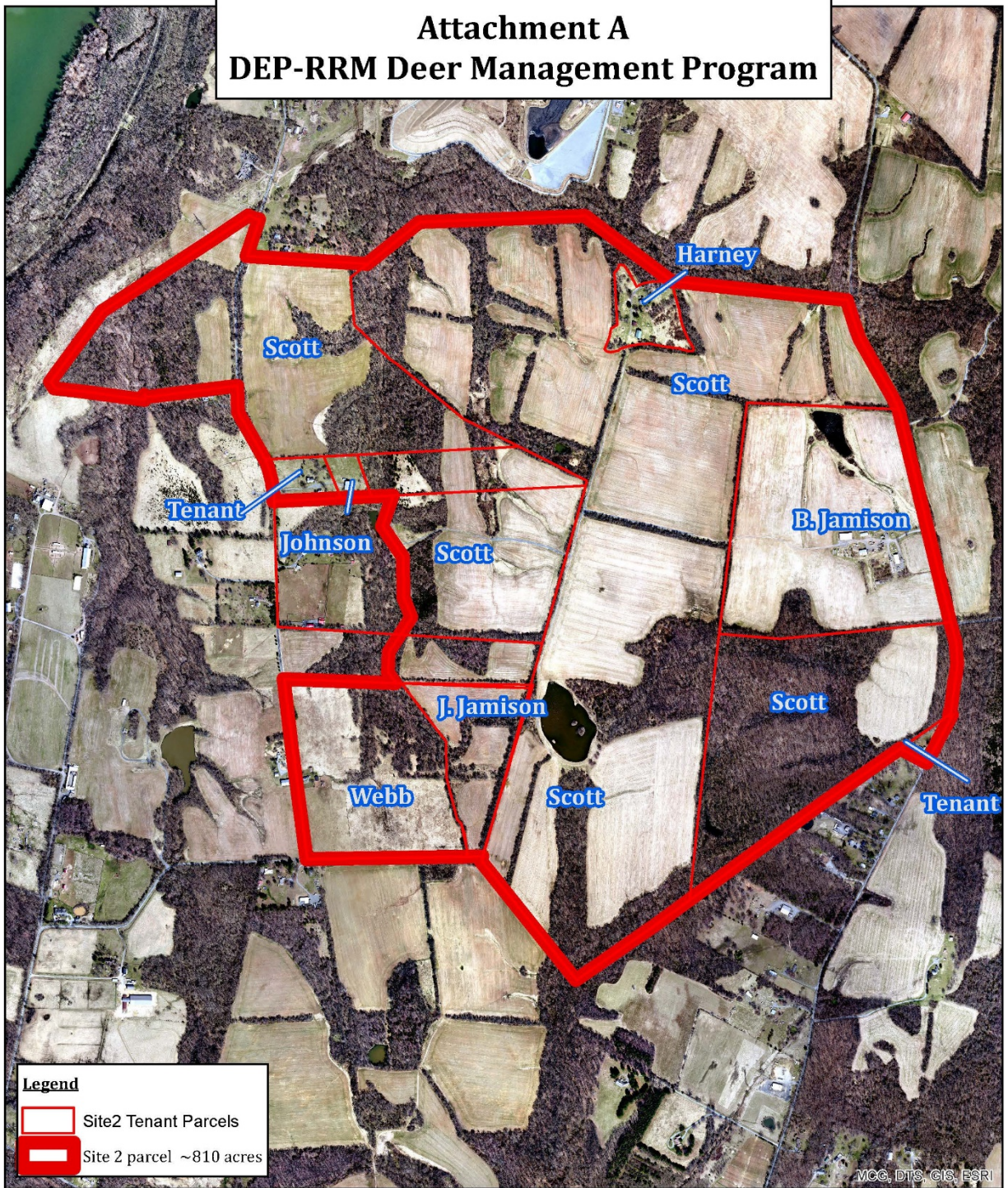
By: 

By: 

Date: 9/1/21

Date: 9/1/21

Attachment A DEP-RRM Deer Management Program



Montgomery County, MD
Department of Environmental Protection
Division of Recycling and Resource Mgmt

ATTACHMENT B
County Site 2 Properties Deer Management Program Rules

1. Participants must abide by all State and County regulations regarding hunting deer in Region B. As such, deer removal will only occur during normal hunting seasons utilizing the weapons allow by DNR and the individual team members' hunting licenses.
2. Participants are required to abide by all State and County regulations regarding weapons discharge.
3. Hunter Orange (in accordance with State regulation) is required at all times while hunting.
4. Hunting on the Site 2 properties is limited to the contiguous property areas shown on Attachment A. The County reserves the right to limit hunting within the property. Participants may only hunt in areas designated by County staff.
5. All deer parts, except viscera, are to be removed from County property. All viscera are to be discarded away from roadways and trails, and disposed of by burial at a depth of no less than twelve inches and covered with soil.
6. Unless otherwise authorized by the County, ATV's , trucks, or other motorized vehicles are not permitted on County Property other than on farm roads and at designated parking areas, and as needed for the retrieval and removal of harvested deer from County Property. Such ingress and egress must be by using the edge of actively farmed fields. Transporting hunters to and from stand sites using ATVs is prohibited.
7. All litter (shotgun shells, candy wrappers, etc.) must be removed and disposed of properly.
8. Treestands are required. Portable treestands must be removed daily. Ladder stands may be erected and left in place in locations designated or approved by County staff. No permanent treestands are to be erected, and no tree steps or other spikes, etc., that may cause damage to the tree are permitted.
9. A 400 foot safety zone must be respected around any occupied dwelling. No shooting within the safety zone is allowed without permission of the dwelling occupants. Shooting toward the property boundary while hunting within 250 yards of the boundary is prohibited. Shooting toward a property line at or beyond 250 yards from the property line is not allowed without proper stand orientation and knowledge of the distance to property boundaries so as to ensure that no arrows, bolts, slugs, ammunition or any other projectiles cross the property boundaries.
10. Participants must not conduct organized deer drives that harass and/or increase the potential of pressuring wildlife onto roadways, etc.
11. Other than portable tree stands and ladders that participants supply under Rule 8, above, participants must not disturb any treestand or hunting equipment on County property. Encounters with such are to be reported to County staff. Participants are prohibited from using, such a tree stand or equipment that they may so encounter, unless specifically authorized to do so by County staff.

12. Participants must not use, tamper, or otherwise handle equipment or facilities of the tenant farmer on County property.
13. Participants must not go onto private property without prior permission of the owner and any tenant farmer that is on site and actively engaged in farming operations. Entering private property is only allowed for the purposes of trailing or retrieving dead or wounded deer. Weapons must not be in possession while on private property
14. All incidents and accidents must be reported to County staff within one hour of occurrence by calling 301-370-2261.
15. Participants must not be under the influence of drugs or alcohol (State MVA requirement) while on County property. Additionally, the possession of drugs and alcohol by any participant while on County property is prohibited.
16. Participants are permitted to harvest the number of antlerless deer permitted under State regulations for the Suburban Zone in Region B. However, the harvest of button bucks is strongly discouraged.
17. Harvesting antlered deer without prior County written approval is strictly prohibited. Harvest of any antlered buck will be reviewed on a case-by-case basis and may warrant the expulsion of offending participants from County DMP.
18. All participants must be verified members in good standing and permitted by the County to conduct deer management services on Site 2 Properties. The group must obtain, at their own cost and expense, liability insurance with limits of not less than one million dollars per occurrence with an insurance company licensed to do business in the State of Maryland and acceptable to the County's Division of Risk Management. This insurance must be kept in full force and effect during the term of this agreement, including all extensions. The group's insurance must be evidenced by a certificate of insurance and name Montgomery County, Maryland as additional insured, and if requested by the County, the group shall provide a copy of the insurance policy. The group's insurance shall be primary. Each member must sign the Waiver of Liability and Assumption of the Risk & Indemnity Agreement. The group and each member must hold both the tenant farmer and County harmless for any claim or incident arising from its participation in the activities described in this agreement (deer hunting on County property).
19. Participants are encouraged to donate all deer not kept for personal consumption to Farmers and Hunters Feeding the Hungry (FHFH). All deer harvested are to be removed from the Property.
20. Participants may park only in County-designated areas.
21. There shall be no more than eight participants on the County Properties at any one time.
22. The organization must establish an effective way of communicating to the County when Hunting Days are to occur, how many participants will be on the Property, and where participants are located.

23. On Scheduled Hunting Days, hunting is limited to occur from one-half hour before sunrise until one-half hour after sunset.

ATTACHMENT C

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION
OF THE RISK & INDEMNITY AGREEMENT**

WAIVER –For and in consideration of my participation in Deer Hunting Activities (“The Activity”) on Dickerson Area Facilities in Montgomery County, Maryland, specifically the Site 2 properties, I for myself, my heirs, executors, administrators, or assigns, do hereby release, waive, discharge, and relinquish any and all claims that I have and may have in the future against Montgomery County, a body corporate and politic and a political subdivision of the State of Maryland, its officers, employees, agents, representatives, assigns, and tenant(s), (“collectively referred to as “Montgomery County”) and release Montgomery County from any and all claims for liability, resulting in personal injury, accidents, or illnesses (including death) and property loss, that I might suffer, including the negligence of Montgomery County, arising from, but not limited to, my participation in The Activity.

ASSUMPTION OF THE RISK– Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as bruises, scratches, sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume and freely accept all risks.

INDEMNIFICATION AND HOLD HARMLESS – I agree to indemnify and hold harmless Montgomery County, its officers, employees, agents, representatives, assigns, and tenant(s) from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse Montgomery County, its officers, employees, agents, and tenant(s) for any such expenses incurred.

SEVERABILITY – The undersigned further expressly agrees that the foregoing waiver and assumption of the risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT AND UNDERSTANDING – I have read this Waiver of Liability, Release, Assumption of the Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature, to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant’s Printed Name

Participant’s Signature

Date

ATTACHMENT D

MANDATORY INSURANCE REQUIREMENTS

The group will obtain the required minimum insurance coverage of \$1,000,000 per occurrence for general liability. The selected group will be required to supply a certificate of insurance with DSWS and its Property tenants listed as additional insured.

Note: participants will be required to read, understand and sign the attached Waiver of Liability and Assumption of The Risk and Indemnity Agreement.

ATTACHMENT E



DEPARTMENT OF ENVIRONMENTAL PROTECTION

Marc Elrich
County Executive

Adam Ortiz
Director

Site 2 Right of Entry Permission Form 2021-2022

The individual named as Member on this form has permission to enter the County's Site 2 properties (see Exhibit A), subject to the terms and conditions outlined below between: **September 1, 2021 to December 31, 2022.**

TERMS AND CONDITIONS

Mid-Atlantic Whitetail Solutions (MAWS) and all parties under MAWS' supervision are granted permission to access the County's Site 2 properties as described below to hunt and harvest white-tailed deer on the property for the 2021-2022 hunting seasons. MAWS and all parties under MAWS' supervision shall only use the weapon in season for the hunt and harvest of white-tailed deer on the Site 2 properties. MAWS and all parties under MAWS' supervision acknowledge the use of rifles in the hunt and harvest of white-tailed deer on the Site 2 properties is strictly prohibited.

Property Owner: Montgomery County Maryland
Department of Environmental Protection
Recycling and Resource Management Division

Property Owner Address: 2425 Reddie Drive 4th floor
Wheaton, Maryland 20902
Phone Number: (240) 777-6496

Property Address: Site 2 properties
Martinsburg and Wasche Roads
Dickerson, Maryland
See Exhibit A

Acres Permitted to Access: 765

MAWS and all parties under MAWS' supervision acknowledge permission to enter the County's Site 2 properties is exclusively for recreational or educational purposes as defined in the Natural Resources Article § 5-1101.

While on the County's Site 2 properties, MAWS and all parties under MAWS' supervision shall:

- Adhere to every law, regulation, ordinance, or requirement pertaining to the hunting and harvest of white-tailed deer.
- Employ every safety precaution and practice to protect County property, residents and other hunters.
- Not purposely start any type of fire on County property.

- Take every possible precaution against fire resulting from vehicles or hunting devices while on County property.
- Assume all responsibility and liability for County property, while on the County's Site 2 properties.

Member
Name: (Print) _____

Signature: _____ Date: _____

Property Owner: Montgomery County, MD Department of Environmental Protection
 Recycling and Resource Management Division

Authorized
County Representative: _____

Signature of
Authorized County
Representative: _____ Date _____

