

**MARYLAND DEPARTMENT OF NATURAL RESOURCES  
GREENSPACE EQUITY PROGRAM  
JOINT-USE AGREEMENT**

This Joint-Use Agreement (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

(a) \_\_\_\_\_  
(hereinafter, the “Applicant”)

(b) \_\_\_\_\_  
(hereinafter, the “Landowner”), and

(c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the “Department”).

WHEREAS, the Applicant is applying Greenspace Equity Program funds appropriated by the Maryland General Assembly and administered by the Greenspace Equity Program under Title 5, Subtitle 9D of the Natural Resources Article (2023, as amended) for greenspace projects on land(s) owned by the Landowner.

NOW, THEREFORE, the Applicant, the Landowner, and the Department agree as follows:

1. This Agreement applies to the facility described in the Greenspace Equity Program Application and Project Agreement # \_\_\_\_\_, set forth in **Attachment A**, which is hereby incorporated herein by reference (the “Project”).
2. Any additional agreements between the Applicant, the Landowner, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Applicant shall operate and maintain, or have operated and maintained, the Project through its estimated life of 15 years from the Project completion date pursuant to this Agreement and as set forth in **Attachment A** and associated documents.
  - a. The Project should be maintained as to appear attractive to the public.
  - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
  - c. The Project shall be kept reasonably safe for public use.
  - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair to prevent undue deterioration and to encourage public use.
4. The Applicant and Landowner shall ensure that:
  - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
  - b. The Project shall be open to entry and use by all persons regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2021 Repl. Vol. and 2024 Supp., and its amendments).
  - c. The Project shall be retained and used for public outdoor recreation or open space purposes consistent with the Greenspace Equity Program. The Project shall not be converted to any other

- use without prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Applicant replaces the Project with facilities of at least equivalent area and of at least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Greenspace Equity Program grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation or open space value of the properties, considering the fair market value, usefulness, quality, and location of the properties and/or facilities.
- d. The Department, its agents, and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law (and subject to available appropriations if the Applicant is a county or municipality), the Applicant agrees:
    - a. Jointly and severally with the Landowner, to protect, indemnify and save harmless the Department, its officers, agents, and employees from and against all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
    - b. If the Project is rendered unusable for any reason whatsoever, the Applicant shall immediately notify the Department of said condition. The Applicant, at its own expense shall repair the Project, taking any action necessary to restore the use and enjoyment of the Project by the public.
    - c. That any violation of this Agreement shall render the Applicant liable to the Department to replace the Project with of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
    - d. That in the event of a violation of any provisions of this Agreement, the Department, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
      - i. Withhold approval of any Greenspace Equity Program project request submitted by the Applicant to the Department;
      - ii. Withhold reimbursement from Greenspace Equity funds for the Department's share of the cost of the Project;
      - iii. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Applicant as a debt due and owing the Department.
  6. If the Landowner is a Board of Education, then, the Landowner shall permit the Project to be open to the general public, as regulated by the Landowner or Applicant at all hours and times consistent with the type of facility, so long as the same does not interfere with specific school activities.
  7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors via privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government until not a party to this Agreement, any right or remedy under or by reason of this Agreement.
  8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.
  9. The undersigned signatory for each party hereto certified that this Agreement has been approved by the applicable manner required, and that they are authorized to execute this Agreement on behalf of their respective organizations.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

THE APPLICANT:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

THE LANDOWNER:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

THE DEPARTMENT:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

\_\_\_\_\_  
Office of the Attorney General  
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Applicant and the Landowner for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Applicant, the Landowner and any other parties with respect to the Project.

If there is no **Attachment B** to this Agreement, please initial here: \_\_\_\_\_ Applicant

\_\_\_\_\_ Landowner