

FARM LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
John Jamison

THIS License AGREEMENT (the "License") is made this 1st day
of August, 2019 by and between

MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville,
Maryland 20850 ("Licensor") John Jamison, 19410 Martinsburg Road, Dickerson,
Maryland 20842 ("Licensee").

1. PREMISES, TERM AND CONSIDERATION:

a. Licensor licenses to Licensee the following property:

Approximately twenty-two (22) acres of land located in Dickerson,
Maryland, as more specifically shown on the plat attached hereto as
Exhibit A (hereafter the "Property").

b. The term of this License shall be for a period of (1) one year, commencing
August 1, 2019 and terminating August 1, 2020, unless terminated earlier in
accordance with the terms contained herein.

c. The annual fee for use of this farm Property is Six Hundred Sixty Nine
Dollars (\$669.00) to be paid by Licensee upon execution of this License.

2. USE: The Property may be used for seasonal crop production only.
Discharge of firearms and arrows are strictly prohibited on the Property. Licensee
will post and maintain "No Hunting" and "No Trespassing" signs around the
Property boundary as deemed legal and enforceable by Montgomery County,
Maryland.

Licensee warrants that he will only use the Property for seasonal crop production only and that his possession of the Property will not preclude the Licensor from access to the Property as shown in bold on attached "Exhibit B" in a manner that does not unreasonably interfere with Licensee's use of the Property. The Licensee will apply to the Soil Conservation Service to develop or revise an existing Conservation Plan and comply with such plan throughout the term of this License. Licensee shall provide Licensor with a copy of such Conservation Plan. With the approval of the Soil Conservation Service, the Licensee will develop and implement a soil testing and supplement/additive program (hereafter called Soil Plan) which will insure that the soil nutrient and growing capability will remain the same as it exists as of the date of this License, or will improve during the term of this License Agreement. Licensee shall not commit any waste or neglect with regarding to the Property, such that Licensor's investment in the Property will not be diminished by the Licensee's use thereof.

3. OPTION TO TERMINATE: This License may be terminated at any time by either party upon sixty (60) days written notice to the other party. The date sixty (60) days after the termination notice is the "Termination Date", on which date Licensee shall surrender possession of the Property in accordance with Paragraph 5 below.

5. NOXIOUS WEEDS: Licensee is responsible, under Maryland State Law (Agricultural Article, Annotated Code of Maryland, Title 9, Subtitle 4, Weed Control 9-401), to eradicate or control the species: Thistles belonging to the Asteraceae or composite family, including Canada, musk, nodding, plume less, and bull thistle; Johnsongrass (sorghum halfpence) or hybrids that contain Johnsongrass as a parent; and Shatter cane and wild cane (sorghum bicolor), which are prohibited noxious weeds, using practices prescribed by the Maryland Department of Agriculture (MDA), Office of Plant Industries and Pest Management, Weed Control Section. If there is Johnsongrass or thistles on the Property, Licensee must file a plan of compliance with the Maryland Department of Agriculture and send a copy of the plan to the Licensor.

6. SURRENDER: At termination of this License, the Property will be returned to the Licensor in substantially the same good condition it was in at the commencement of this License with a suitable ground cover approved in advance by the Soil Conservation Service.

7. PREMISES "AS IS": Licensee accepts the Property in its "as is" condition. To the extent there are utilities associated with the Property, Licensee will pay all costs associated with such utilities arising during the term of this License.

8. LIABILITY; NO PARTNERSHIP: Licensor assumes no responsibility for the condition of the Property or for damages to the Property or to any of Licensee's personal property, including but not limited to equipment and machinery, incurred as a result of this License, or Licensee's use of the Property. It is expressly understood that the Licensor is not to be construed or held to be a partner, associate or agent of Licensee. It is expressly understood that the relationship between the parties hereto is and must remain at all times during this License that of Licensor and Licensee.

9. INDEMNIFICATION: Licensee hereby indemnifies and holds Licensor, its employees, officers, and agents harmless from and against all liabilities, actions, damages, claim, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorney fees and litigation expenses arising out of the Licensee's use of the Property, breach or performance of any obligations under this License, or due to Licensee's, or his agents, employees, contractors or invitees use of or presence upon the Property, whether or not such use or presence is within the scope of this License.

9. GRASSED WATERWAYS: Grassed waterways will be maintained by Licensee in accordance with best management practices as specified by the Soil Conservation Service.

10. ASSIGNMENT: Licensee may not assign this License or sublet the Property, or any portion thereof, or make any alterations or additions to the Property, other than routine maintenance and crop planting, without obtaining the prior written consent of Licensor. Any alterations or additions authorized by Licensor must be done at the sole expense and risk of Licensee. It is understood and agreed that upon termination of this License for any reason whatsoever, Licensee will not be reimbursed for alterations or additions and Licensee agrees at the request of Licensor and at its sole cost and expense to remove any alteration or addition made by or on Licensee's behalf prior to the termination of the License.

11. DEFAULT: Licensor may terminate this License if Licensee is in default of any term or condition of this License. If Licensee fails to correct any violation (except monetary violations which must be corrected immediately) of the License to the satisfaction of the Licensor, within fourteen (14) days after the sending of notice, the Licensor may, in addition to all available rights at law and in equity including the right to collect damages, immediately terminate this License and repossess the Property.

12. INSURANCE: Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum bodily injury and property damage limits of One Million Dollar (\$1,000,000.00) for each occurrence, issued by an insurance company licensed in the state of Maryland and acceptable to Licensor. Business Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property

damage to include coverage for owned , non-owned, hired motor vehicles and
Workers Compensation Insurance which complies with all statutory requirements of
the State of Maryland Law and the following minimum Employer's Liability limits:
(i) Bodily Injury by Disease \$100,000.00 each employee. Licensee shall, within 10
days from the final execution of this instrument, deliver to Licensor a certificate of
insurance evidencing the coverage enumerated above. The certificate of insurance
must be issued to:

Montgomery County Government
Dept. of General Services
Office of Real Estate
101 Monroe St. 9th floor
Rockville, Maryland 20850

Licensee has the obligation, without notice, to assure that Licensor always has a
valid unexpired Certificate of Insurance. The certificate of insurance provided to
Licensor must include a provision that the Licensor is named as an additional insured on
the general liability policy and the insurance provided may not be modified or canceled
without forty-five (45) days' advance written notice to the Licensor.

13. INSOLVENCY: In the event of any of the following occurrences, at the option of Licensor, this License shall terminate along with Licensee's right of possession of the Property, and Licensor may regain possession of the Property and seek any other remedy to which Licensor may be entitled:

- a. The filing of a petition by or against Licensee for adjudication of Licensee as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended, or for reorganization of Licensee within the meaning of Chapter X of the Bankruptcy Act, or for an arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against Licensee under any future bankruptcy act for the same or similar relief; or
- b. The appointing of a receiver or trustee of a substantial portion of the property of Licensee, whether instituted by or against Licensee (and if Licensee is an entity, the dissolution, or liquidation of Licensee); or
- c. The taking possession of the property of Licensee by any governmental office or agency pursuant to statutory authority for the liquidation of Licensee's assets; or
- d. The making by Licensee of an assignment for the benefit of creditors.

14. NON-DISCRIMINATION: Licensee must comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County code 2014, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. Licensee assures Licensor that in accordance with applicable law, he will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or disability in any matter arising out of or related to the Licensee's use of the Property.

15. NO BROKERAGE: Licensee represents and warrants that he has not retained anyone to solicit or secure this License from Licensor, upon an agreement or understanding for a

commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Licensee for the purpose of securing business or an attorney rendering professional legal services consist with applicable canons of ethics.

16. PUBLIC EMPLOYMENT: Licensee understand and agrees that unless authorized under Section 11B-52 and Chapter 19A of the Montgomery County Code 2014, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland to employ a public employee for employment contemporaneous with his or her public employment.

17. GENERAL PROVISIONS: It is further understood and agreed, that this License contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties hereto, and that the conditions and agreements herein are binding on, and may be legally enforced by the parties hereto, their executors, administrators, successors and assigns. This License shall be construed in accordance with Maryland law. The venue for any action arising out of this License shall be the State courts for Montgomery County, Maryland.

18. WAIVER OF JURY TRIAL: Each of the parties waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the event of any litigation arising regarding any of the terms or conditions contained in this License.

19. NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, return receipt requested. Notices to the respective parties shall be addressed as follows:

Licensor:

Montgomery County, Maryland
Department of General services
Office of Real Estate
101 Monroe Street 9th floor
Rockville, Maryland 20850

Licensee:

John Jamison
19410 Martinsburg Road
Dickerson, Maryland 20842

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and affixed their respective seals the day and year above written.

WITNESS:

LICENSEE:
John Jamison


By: 


By: 
John Jamison

Date: 7-29-2019

WITNESS:

COUNTY:
MONTGOMERY COUNTY
MARYLAND


By: 


By: 
Fariba Kassiri, Assistant
Chief Administrative Officer

Date: 8/1/19

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

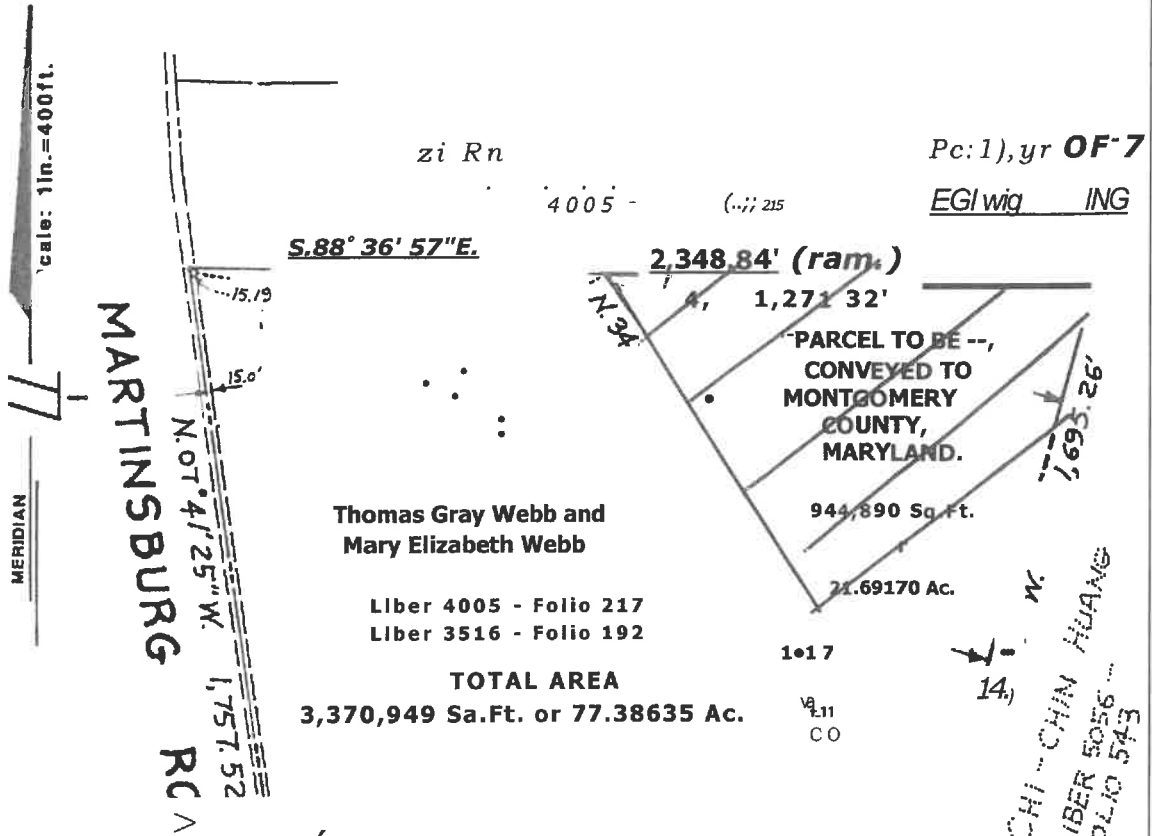
By: 
Associate County Attorney
Neal Auker

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 7-25-19

Date: 7/24/19

Exhibit 'A'



Thomas Gray Webb and
Mary Elizabeth Webb

Liber 4005 - Folio 217
Liber 3516 - Folio 192

TOTAL AREA
3,370,949 Sq.Ft. or 77.38635 Ac.

PARCEL TO BE
CONVEYED TO
MONTGOMERY
COUNTY,
MARYLAND.

944,890 Sq. Ft.

21.69170 Ac.

CHI-CHIN HUANG
LIBER 5056
FOLIO 543

Scale: 1 in. = 400 ft.

MERIDIAN

MARTINSBURG

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PLAT

SHOWING LANDS TO BE CONVEYED
TO MONTGOMERY COUNTY, MARYLAND.

PART OF THE PROPERTY OF:
**THOMAS GRAY WEBB AND
MARY ELIZABETH WEBB**

LIBER 4005 - FOLIO 217
LIBER 3516 FOLIO 192.
Taxed as Parcel P104, Tax Map BU
Poolesville Election District No. 3
Montgomery County, Maryland
Scale: 1 in. = 400 ft. - October, 1993.



H. C. Lambert

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Exhibit "B"

