

THIRD AMENDMENT TO LEASE AGREEMENT

This **THIRD AMENDMENT** to Lease Agreement (“Amendment”), is made this 29 day of June, 2020, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the “**COUNTY**”) AND **SUGARLOAF CITIZENS ASSOCIATION, INC.**, with a principal mailing address at P.O. Box 218, Dickerson, MD 20842 (hereinafter designated as “**TENANT**”) (**COUNTY** and **TENANT** together the “**PARTIES**”).

WHEREAS, the County and the Tenant entered into a Lease Agreement dated December 27, 1996 (the “**LEASE**”); and

WHEREAS, the Lease was amended by the First Amendment to Lease Agreement, dated June 5, 1997 and further amended by the Second Amendment to Lease Agreement, dated August 1, 2000; and

WHEREAS, the Parties desire to further amend the Lease to permit a regenerative farming demonstration project on the Leased Premises and to update various other lease provisions. For the purposes of this Lease Agreement, Regenerative Farming is defined as farming and grazing practices that restore biodiversity, reduce polluting runoff and which helps reverse climate change by rebuilding soil organic matter, all while producing a profit for the farmer.

NOW THEREFORE, in consideration of the Leased Premises and intending to be legally bound hereby, the Parties hereto agree to the following changes and modifications to the Lease.

1. In section 6 of the Lease, SUBLEASING AND LICENSING, (as amended in the Second Amendment) the first sentence is deleted and replaced with:

“The Tenant may sublet, or grant a license for the use of portions of the dairy barn or other structures on the Leased Premises and for portions of the land, for charitable or educational purposes or for matters or functions of concern or interest to the community generally provided that any sublet or license must not be a violation of Federal, State or local law”

In section 6(A)1, the first sentence is amended to read “The County and the Tenant agree that the subleasing or licensing of all or any portion of the dairy barn or other structures on the Leased Premises and portions of the land by the Tenant shall have as its primary goal the use of the building by the community for charitable or educational purposes or for matters or functions of concern or interest to the community generally.”

In section 6(A)2, the first sentence is amended to read “Tenant acknowledges and agrees that all funds received by Tenant as the result of any sublease or license of any portion of the dairy barn or its immediate surrounding, or any other building or portion of land on the Leased Premises, shall be used by the Tenant exclusively for the operation, maintenance, improvement and shall not result in any profit or financial gain in excess of that permitted under Paragraph A.1 hereof.

2. In section 6B, CONSENT, the third sentence is deleted and replaced with:

“If a prospective sublease or license for any part of the Leased Premises is for farming or education about farming purposes, the County’s consent is not required, although copies of said subleases and licenses shall still be submitted to the County quarterly. If a prospective sublease or license is for a use

not specifically approved herein, then the County's written consent must be obtained prior to entering into any such sublease or license."

3. In section 7, USE BY COUNTY, the first sentence is deleted and replaced with these two sentences:

"After providing thirty (30) days' notice to Tenant, when possible, the County has the right to use any portion of the Leased Premises, with the exception of the single-family residence, at such reasonable times as it deems necessary; provided, however, that the County's use of the Leased Premises will not interfere with already scheduled uses and will not substantially interfere with use by the Tenant or any sublessee or licensee. Tenant acknowledges that exigent situations will prevent the County from giving thirty (30) days' notice. Upon receipt of thirty (30) days' notice, Tenant shall respond within seven (7) days if it foresees any conflict with the County's use. If no response is received within seven (7) days, the use is deemed acceptable."

4. In section 8, USE, as amended in the Second Amendment to Lease the following first sentence is added:

"The Leased Premises may be used for a regenerative farming demonstration program, which may include, but is not limited to, use of various existing outbuildings for storage; addition of additional grow structures; and addition of cold storage for product storage. Any new construction on the Leased Premises shall be subject to written approval by the County, as required in section 13 herein. Such approval shall be at the sole discretion of the County.

5. In section 11, MAINTENANCE OBLIGATIONS OF THE COUNTY, the following sentence shall be added:

"The Tenant acknowledges that the County shall not be responsible for maintenance of any features, improvements, accessories, systems, utilities, or any items whatsoever which are necessitated by the operation of the demonstration regenerative farming project on the Leased Premises."

6. Section 16, NON-DISCRIMINATION, is deleted in its' entirety and replaced with:

"The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state, and local laws and regulations regarding employment discrimination. By signing this Lease Agreement, the Tenant assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state, or local laws, rules and regulations."

7. Section 31, PUBLIC EMPLOYMENT, is deleted in its' entirety and replaced with:

"The Tenant understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2014, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment."

8. Section 36, MAILING NOTICES, third COUNTY addressee is amended to read:
"Montgomery County Department of Environmental Protection
Chief, Recycling and Resource Management Division
2425 Reddie Drive
Wheaton, MD 20902"

And the first TENANT addressee is amended to read:
"Sugarloaf Citizens Association, Inc.
PO Box 218
Dickerson, MD 20842"

And the second TENANT addressee is deleted in its entirety.

9. The Recitals are incorporated into this Third Amendment to Lease Agreement as if fully set forth.

10. In all other respects, the Lease shall remain in full force and effect, and the provisions thereof and Exhibits thereto, except as expressly amended herein, shall continue in full force and effect, and the Parties hereby expressly ratify and confirm the same.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be properly executed.

WITNESS: Christina Brown TENANT: [Signature]
SUGARLOAF CITIZEN ASSOCIATION, INC.

By: Christina Brown By: Lauren Greenberger
Title: President
Date: May 13, 2020

WITNESS: COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: Julie White By: [Signature]
Jerome Fletcher
Assistant Chief Administrative
Officer
Date: 6/29/20

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Neal Anker By: Cynthia Brenneman
Cynthia Brenneman, Director
Office of Real Estate
Date: June 24, 2020 Date: 6/25/2020