

FOURTH AMENDMENT TO FARM LEASE AGREEMENT

This Amendment to Farm Lease Agreement ("Amendment"), is made this 5th day of September, 2014, between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter designated as the "LANDLORD") and **David O. Scott**, with a principal mailing address at 20400 Darnestown Road, Dickerson, Maryland 20842 (hereinafter designated as the "TENANT") (LANDLORD and TENANT, together, the "PARTIES").

WHEREAS, the LANDLORD and TENANT entered into a Farm Lease Agreement dated April 15, 1999 (the "Lease"); and

WHEREAS, the LANDLORD and TENANT entered into an Amendment February 23, 2005 (the "Amendment"); and

WHEREAS, the LANDLORD and TENANT entered into a Second Amendment February 20, 2007, (the "Amendment"); and

WHEREAS, the LANDLORD and TENANT entered into a Third Amendment March 20, 2010, (the "Amendment"); and

WHEREAS, the Parties desire to further amend the Lease to permit extension of the term .

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

1. Section 1(b) of the Third Amendment is hereby deleted and the new Section 1(b) is substituted:

Landlord rents to the Tenant the Property for a fixed term commencing January 1, 2015 and expiring on July 1, 2015 (the "Term"). In the event that the Tenant shall hold over after the expiration of this Farm Lease, the tenancy created by such holding over shall be month-to-month tenancy only.

2. Section 1(c) of the Lease is hereby deleted and the new Section 1(c) is substituted:

In consideration of Landlord's agreement to rent the Property to Tenant and the terms and conditions of this Lease, Tenant agrees to pay on January 1, 2015 one half of the current annual rent in the amount of Five Thousand Nine Hundred Three Dollars (\$5,793.00) to: Montgomery County Government, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th floor, Rockville, Maryland 20850.

3. Except as modified herein, all other terms and conditions of the Lease will remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

LANDLORD:
MONTGOMERY COUNTY, MARYLAND

Julie L. White
Witness

By: Ramona Bell-Pearson
Name: Ramona Bell-Pearson
Title: Assistant Chief Administration Officer
Date: 9/5/14

TENANT:

David O. Scott

David O. Scott
Witness

By: David O. Scott
Date: 9/4/14

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: David Payne
Date: 9/6/14

RECOMMENDED BY:

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate
Date: 9-3-2014