

FARM LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
THOMAS G. WEBB

THIS License AGREEMENT is made this 9th day of September, 1999 by and between
MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850
("Licensor") THOMAS G. WEBB, 19401 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~~^B (hereafter the
Licensed property is referred to as the "Property")

b. Licensor licenses to Licensee the Property.

c. In consideration of Licensor's agreement to license the Property to Licensee and the
terms and conditions of this License, Licensee agrees to maintain the fields in grass
and mow the fields.

2. USE: The Property may be used only for pasturage. Discharge of firearms or bows
and arrows is prohibited on the Property and the Licensee is responsible for providing sufficient
security for the Property. Licensee will post and maintain "No Hunting" and "No Trespassing" signs
around the the Property boundary as deemed legal and enforceable by the Maryland Department of
Natural Resources. Licensee warrants that he is using the Property for pasturage only and that his

possession of the Property does not preclude the Licensor from using the Property in a manner that does not unreasonably interfere with Licensee's use of the Property. Licensee will comply with a Conservation Plan, approved by the Soil Conservation Service and provide a copy of this plan and any changes thereof to the Licensor agent. The Licensee will apply to the Soil Conservation Service to develop or revise an existing Conservation Plan and update such Plan as recommended by the Soil Conservation Service. 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 or better during the License Agreement. The intent is that the Licensor's investment in the Property will not be diminished by the Licensee's use of the land.

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." In the event of termination under this section, Licensor is entitled to possession of the premises on the Termination Date.

4. 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, thistle *Cirsium spp.* (Such as Canada, bull musk and plumeless), Johnson grass *Sorgham halepense* and shattercane *Sorgham 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 Johnson grass 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.

5. 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.

6. PREMISES "AS IS": Licensee accepts the Property in an "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.

7. 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.

8. INDEMNIFICATION: Licensee hereby indemnifies and holds Licensor, its employees 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 breach or performance of

its obligations under the License or due to Licensee's, his agents, employees, contractors or invitees use of or presence upon the Property, whether or not such use or presence is with 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 permission of the Licensor. Any alterations or additions authorized by the Licensor must be done at the sole expense 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 the 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 the right to collect damages, immediately terminate this License. The Licensor will then be entitled to immediate possession of 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence, issued by an insurance company licensed in the state of Maryland and acceptable to Licensor. 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 Public Works & Transportation
Division of Facilities & Services
Office of Leasing Management
110 N. Washington Street
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, 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 Licensors, this License shall terminate along with Licensee's right of possession of the Property and Licensors may regain possession of the Property and seek any other remedy to which Licensors 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 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. Licensee assures Licensors 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 License.

15. NO BROKERAGE: Licensee represents and warrants that he has not retained anyone to solicit or secure this License from Licensors, 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 1994, 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 instrument 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 Agreement shall be construed in accordance with Maryland law. The venue for any action arising out of this License shall be 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:

Licensors:

Montgomery County, Maryland
Department of Public Works and Transportation
Division of Facilities & Services
110 North Washington Street, Room 318
Rockville, Maryland 20850

Licensee:

Thomas G. Webb
19401 Martinsburg Road
Dickerson, Maryland 20842

and

Montgomery County, Maryland
Department of Public Works and Transportation
101 Monroe Street
Rockville, Maryland 20850

SIGNATURE PAGES TO FOLLOW

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

WITNESS:

By: Rebecca S Domaruk

Licensor:

MONTGOMERY COUNTY, MARYLAND

By: William Mooney
William Mooney, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 9/9/99

WITNESS:

By: Thomas G. Webb

Licensee:

THOMAS G. WEBB

By: Thomas G Webb

Date: 8-30-99

RECOMMENDED:

Rey Junquera
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 9/7/99

EAR\webbr.wpd

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Christopher H. Hines

Date: 6-15-99

A. MORTON THOMAS and Associates, Inc.
DATE PRINTED

OCT 22 1993

A. MORTON THOMAS
AND ASSOC. INC.

93-095.01.700
Webb - Entire Parcel

EXHIBIT "A"

DESCRIPTION OF:

PROPERTY OF THOMAS GRAY WEBB AND MARY ELIZABETH WEBB

Parcel 104 - Tax Plate BU

Liber 4005 - Folio 217

Liber 3516 - Folio 192

Poolesville Election District No. 3

Montgomery County, Maryland.

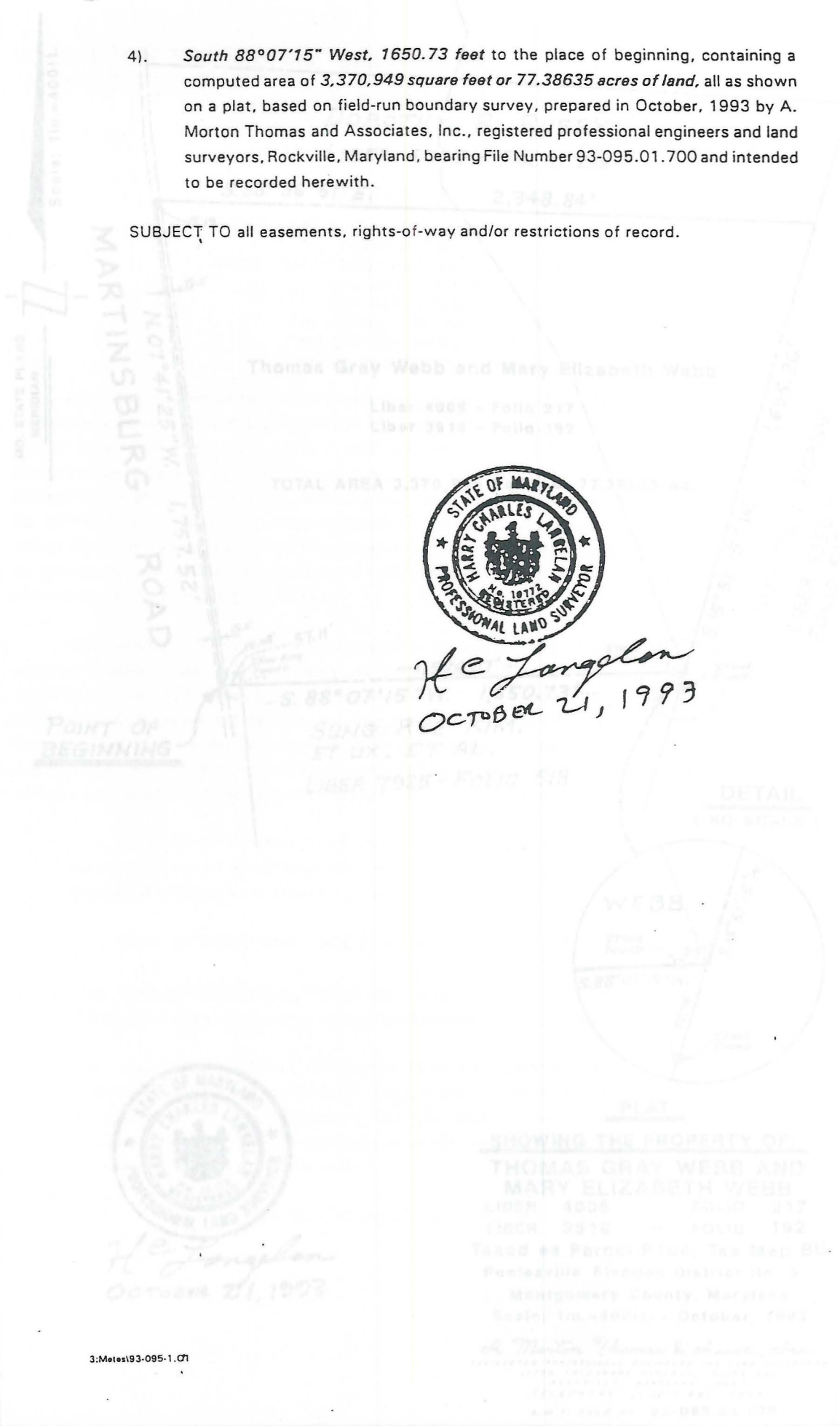
All of that piece or parcel of land situate, lying and being in Poolesville Election District No. 3, Montgomery County, Maryland, being all of Tax Parcel 104 as shown on Tax Plate BU of the State Tax Assessor's Maps for Montgomery County, Maryland; being part of the same land conveyed from Charles Schwartz, unmarried, to Thomas Gray Webb by deed dated June 2, 1966 and recorded June 23, 1966 in Liber 3516 at folio 192 among the Land Records of Montgomery County, Maryland; and being also the same land conveyed from Thomas Gray Webb to Thomas Gray Webb and Mary Elizabeth Webb, his wife, by deed dated September 29, 1970 and recorded October 2, 1970 in Liber 4005 at folio 217 among said Records; all of the abovesaid land being more particularly described, as now surveyed in the meridian of the Maryland State Plane coordinate system, as follows:

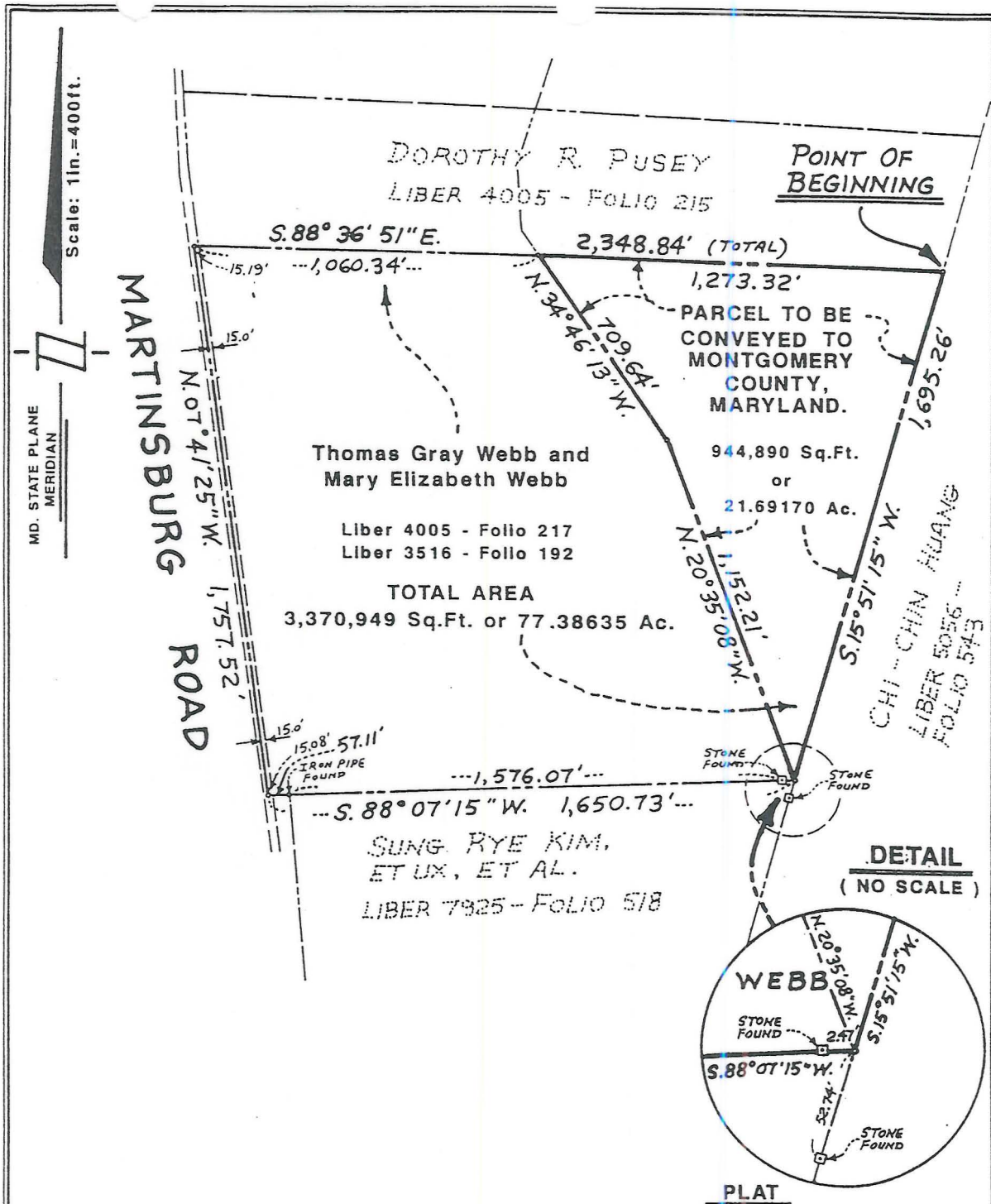
BEGINNING for the same at a point in the centerline of Martinsburg Road (not dedicated), said point being the southwest corner of the above-described lands of Webb, and lying **DISTANT South 88°07'15" West, 57.11 feet** from an iron pipe found at the northwest corner of the lands conveyed from Joe D. Pace and Mary V. Pace, husband and wife, to Sung Rye Kim, et ux, et al. by deed dated September 18, 1987 and recorded September 21, 1987 in Liber 7925 at folio 518 among said Records; and running thence with the approximate centerline of Martinsburg Road

- 1). **North 07°41'25" West, 1757.52 feet** to a point in said road; thence departing Martinsburg Road and running with the south line of the lands conveyed from Thomas Gray Webb to Dorothy R. Pusey by deed dated September 29, 1970 and recorded October 2, 1970 in Liber 4005 at folio 215 among said Records
- 2). **South 88°36'51" East, 2348.84 feet** to a point on the westerly outline of the lands conveyed from Sam Cook and Clarence Berman, trustees, to Chi-Chin Huang by deed dated November 27, 1977 and recorded November 29, 1977 in Liber 5056 at folio 543 among said Records; and thence departing said south line of Pusey and running with said westerly outline of the lands of Chi-Chin Huang
- 3). **South 15°51'15" West, 1695.26 feet** to the southeast corner of the aforesaid conveyance to Webb; thence departing the westerly outline of the lands of Chi-Chin Huang and running with the aforesaid north line of the lands of Sung Rye Kim, passing over a stone found at 2.47 feet and an iron pipe found at 1578.54 feet marking the northwest corner of said lands of Kim

- 4). South $88^{\circ}07'15''$ West, 1650.73 feet to the place of beginning, containing a computed area of 3,370,949 square feet or 77.38635 acres of land, all as shown on a plat, based on field-run boundary survey, prepared in October, 1993 by A. Morton Thomas and Associates, Inc., registered professional engineers and land surveyors, Rockville, Maryland, bearing File Number 93-095.01.700 and intended to be recorded herewith.

SUBJECT TO all easements, rights-of-way and/or restrictions of record.





H C Langel
OCTOBER 21, 1993

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: 1in.=400ft. - October, 1993.

A. Morton Thomas & Assoc., Inc.
REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS
12750 TWINBROOK PARKWAY, SUITE 100
ROCKVILLE, MARYLAND 20852
TELEPHONE: (301) 881-2545
A.M.T. FILE No: 93-095.01.700