

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made this 30th day of November, 1995, between MONTGOMERY COUNTY, MARYLAND (hereinafter, the "County") and ROBERT P. JAMISON (hereinafter, "Jamison").

RECITALS

A. The County brought a condemnation action styled Montgomery County, Maryland v. Charles H. Jamison, Inc., civil no. 122980, in the Circuit Court for Montgomery County, Maryland for the condemnation of the entire parcel described in Exhibit A attached hereto (hereinafter, the property described in Exhibit A will be referred to as the "Property").

B. The property is improved with several buildings identified in Exhibit B attached hereto (hereinafter, the buildings are referred to as the "Improvements"). Photographs of the condition of the Improvements as of September 21, 1995 are attached hereto as Exhibit C.

C. By Consent Judgment and Inquisition dated November 17, 1995, and executed by the County, Charles H. Jamison, Inc., and the Honorable Paul H. Weinstein, the condemnation action in Civil No. 122980 for the Property was settled (hereinafter, referred to as the "Consent Judgment and Inquisition"). One of the provisions of the Consent Judgment and Inquisition was an agreement by the County to enter into this Revocable License Agreement with Jamison.

NOW THEREFORE, the County and Jamison desire to enter into this Revocable License Agreement as of the above written date and subject to the following terms and conditions:

1. The County grants Jamison permission and a license to use and occupy the Improvements located upon the Property (as described in Exhibit B hereto.) This Revocable License Agreement is not intended to, and does not, confer upon Jamison or any other person any property interest in the Property or the Improvements.

2. The license to use and occupy the Improvements located upon the Property is revocable at will by the County upon six (6) months advance written notice by the County to Jamison at the address given below.

3. The Improvements must be used only for agricultural purposes as permitted as of right in the Montgomery County Zoning Ordinance.

4. Jamison must maintain the Improvements in substantially the same condition and state of repair as they existed on September 21, 1995, and covenants and agrees that he will not commit, or allow to be committed, waste upon the Improvements or the Property. The County has no responsibility for the maintenance or repair of the Improvements. Jamison must not suffer or allow any liens or encumbrances to be filed against the Improvements or Property.

5. Jamison by his use of the Improvements must not interfere with the County's use, ownership or occupation of the Property.

6. Jamison agrees that no one, other than a family member holding an interest in Charles H. Jamison, Inc. or a person employed by Jamison to operate or guard the farm equipment and improvements, will be permitted to use the Improvements.

7. This license is not assignable by Jamison. Unless terminated sooner by the County, this Agreement shall automatically terminate upon the cessation of Jamison's farming activities in the Poolesville/Dickerson area.

8. Jamison must, at his cost, maintain property damage insurance in an amount at least equal to the replacement cost of the Improvements and comprehensive general liability insurance in an amount of at least One Million Dollars (\$1,000,000.00). The County must be named as an additional insured upon such policies. The policies may not be materially changed or canceled without forty-five days advance written notice to the County. The County must, at least annually, be provided with a copy of all such policies.

9. Jamison must protect, indemnify, and hold the County and its employees, contractors and agents (the "Indemnified Parties") harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by the willful misconduct or negligent acts, errors or omissions of Jamison, his agents, contractors, employees or invitees in connection with or as a result of this Revocable License Agreement or Jamison's use of the Improvements or access to the Improvements.

10. Jamison may access the Improvements from the driveway on Wasche Road or as otherwise directed by the County.

11. The County may enter upon the Improvements to inspect them and, at the County's election, to make repairs deemed necessary by the County at any time.

12. Jamison agrees that he will not make any changes or additions to the Improvements without the County's written permission. Any changes or additions made will be the sole property of the County.

IN WITNESS WHEREOF, the parties have executed this Revocable License Agreement as of the above-written date.

MONTGOMERY COUNTY, MARYLAND



Bruce Romer, Chief Administrative Officer

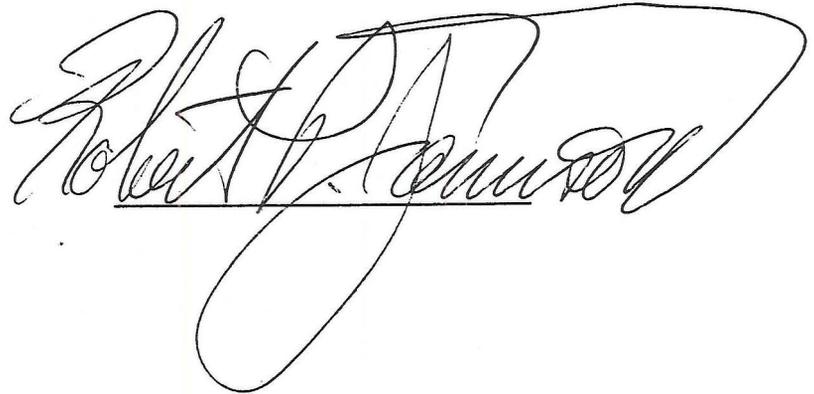
APPROVED AS TO FORM AND LEGALITY.

OFFICE OF COUNTY ATTORNEY

BY Deane R. Schwartz Jones

DATE 11/16/95

ROBERT P. JAMISON



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EXHIBIT A

Description of Property

All of that parcel of property containing approximately 90.29 acres located in Dickerson, Maryland in the Third Election District for Montgomery County, Maryland, tax identification number 3-1-36834 conveyed to Charles H. Jamison, Inc. by deed dated April 24, 1992 and recorded in the Land Records for Montgomery County, Maryland in Liber 10328 at Folio 877, together with all improvements, hereditaments, easements, rights of way, roads, alleys, ponds, water systems and any other improvements of any nature located thereon and any other rights appurtenant to the property, including four transferable development rights remaining with the property.

The property is more particularly described by metes and bounds as follows:

Beginning for the same at a nail found set at the corner of a stone fence line at the Northwesternmost corner of the land conveyed by Anthony J. Heller and Sally F. Heller unto Lee Antonelli by Deed dated April 30, 1981 and recorded among the land Records of Montgomery County in Liber 5716 Folio 440, thence as resurveyed by Robert F. Gauss and Associates, professional land surveyors and running with and binding on said land the following five courses and distances:

1. South 87 degrees 11' 16" East 1434.52' to a rebar and cap now set in the ground where formerly stood a stone found distributed in the west margin of Wasche Road thence running in said road
2. South 13 degrees 24' 46" East 2093.32' to a point in Wasche Road, thence, leaving said road
3. North 85 degrees 30' 00" West 1645.79' to an iron pipe found set in the ground, thence
4. North 85 degrees 52' 00" West 578.67' to a tack set in the base of a corner post, thence
5. North 07 degrees 46' 25" East 2214.37' to the place of beginning.

Containing 90.2913 acres of land more or less including 0.1880 acres more or less in the bed of Wasche Road

Being all of the land conveyed by Anthony J. Heller and Sally F. Heller unto Lee Antonelli by Deed dated April 30, 1981 and recorded among the Land Records of

Montgomery County in Liber 5716, Folio 440,

Subject to and together with any and all easements, rights of way or appurtenances, recorded or otherwise.

EXHIBIT B

LIST OF IMPROVEMENTS

1. Tenant House
2. Main House
3. Equipment Storage Building - 120' x 62'
4. Basement Bank Barn - 70' x 46'
5. Service Garage - 74' x 28'
6. Cattle/Hay Shed - 39 x 33'
7. Run-In Shed - 17' x 13'
8. Run-In Shed - 17' x 13'
9. Service Garage (shop) - 91' x 43'
10. Hog Barn - 105'x24'
11. Storage Building - 23' x 18'
12. Concrete base, wire corn crib -
13. Well House - 9' x 7'
14. Hog Stable - 21' x 18'
15. Wells - three drilled wells
16. Septic Tank and Lateral Fields System

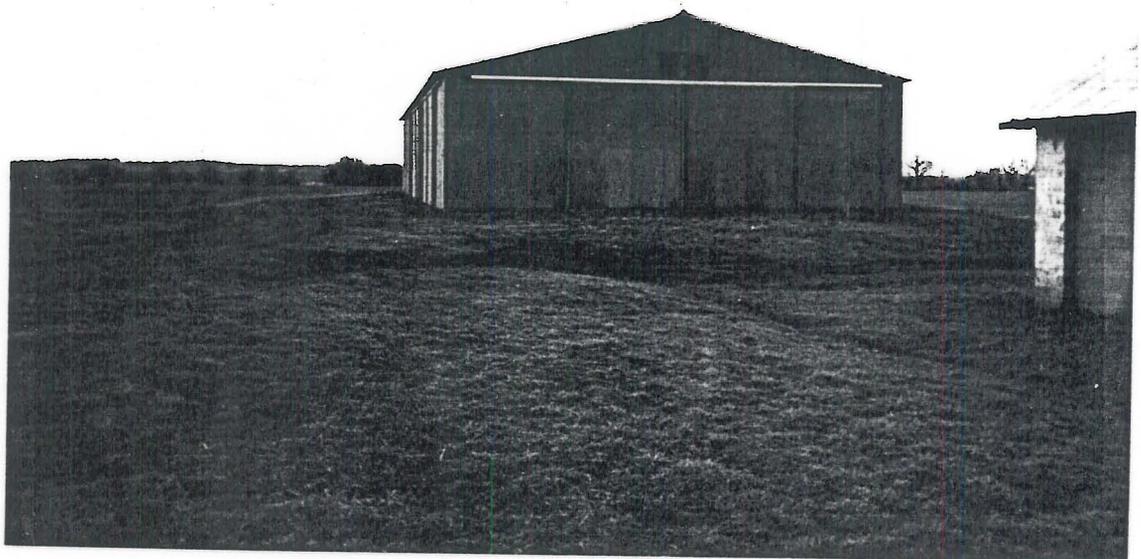
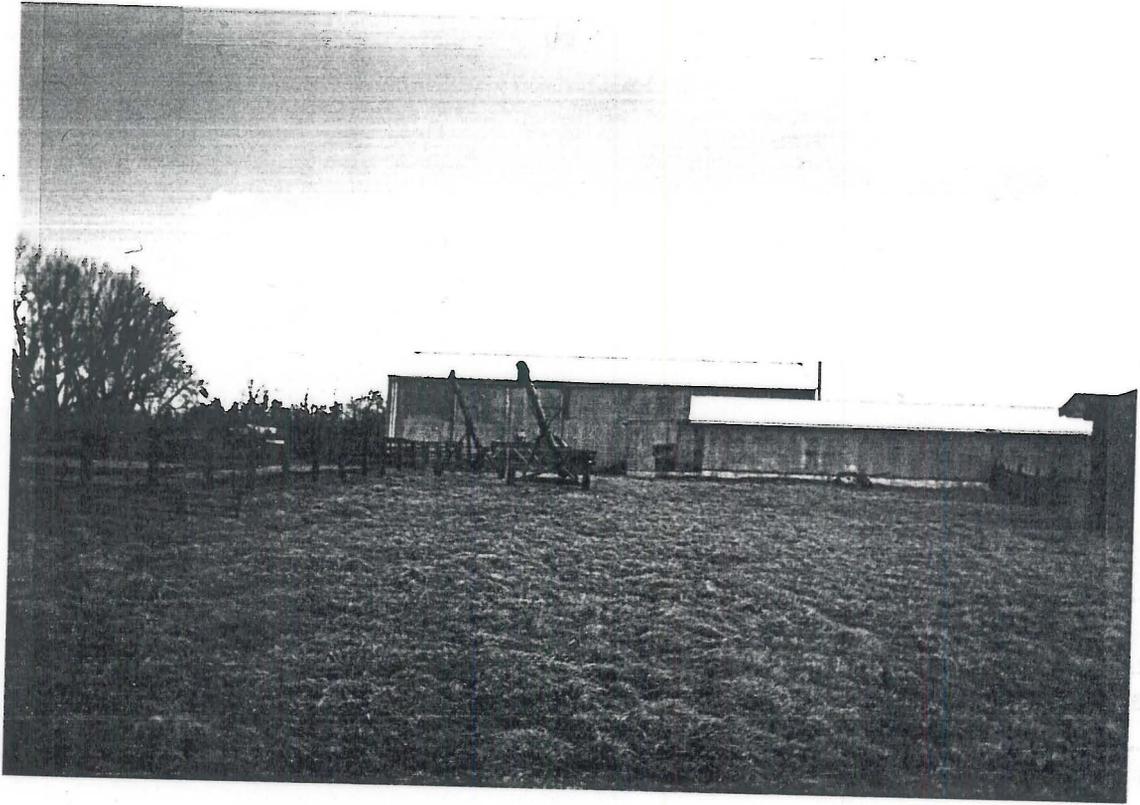


EXHIBIT C

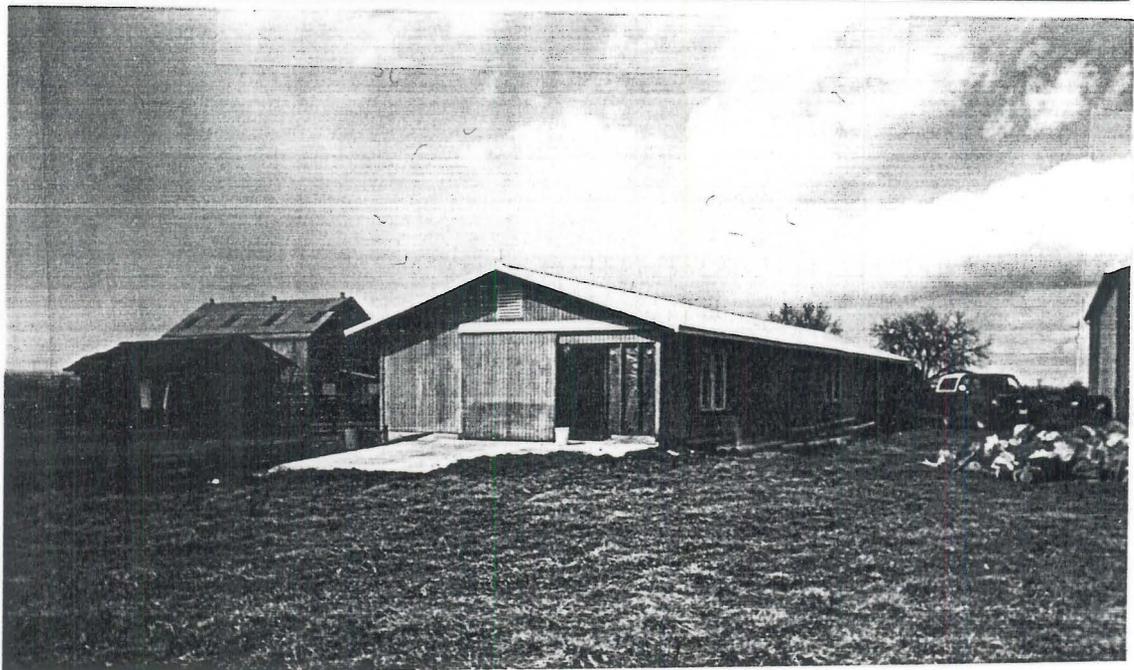
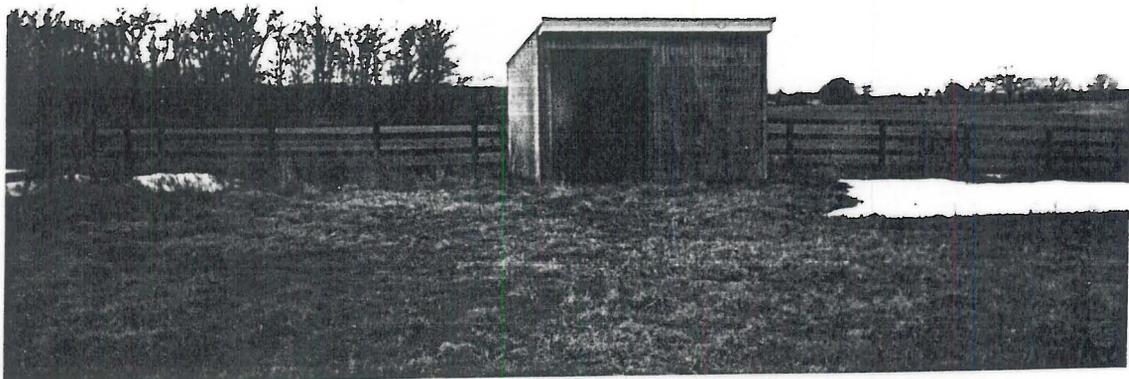


EXHIBIT C



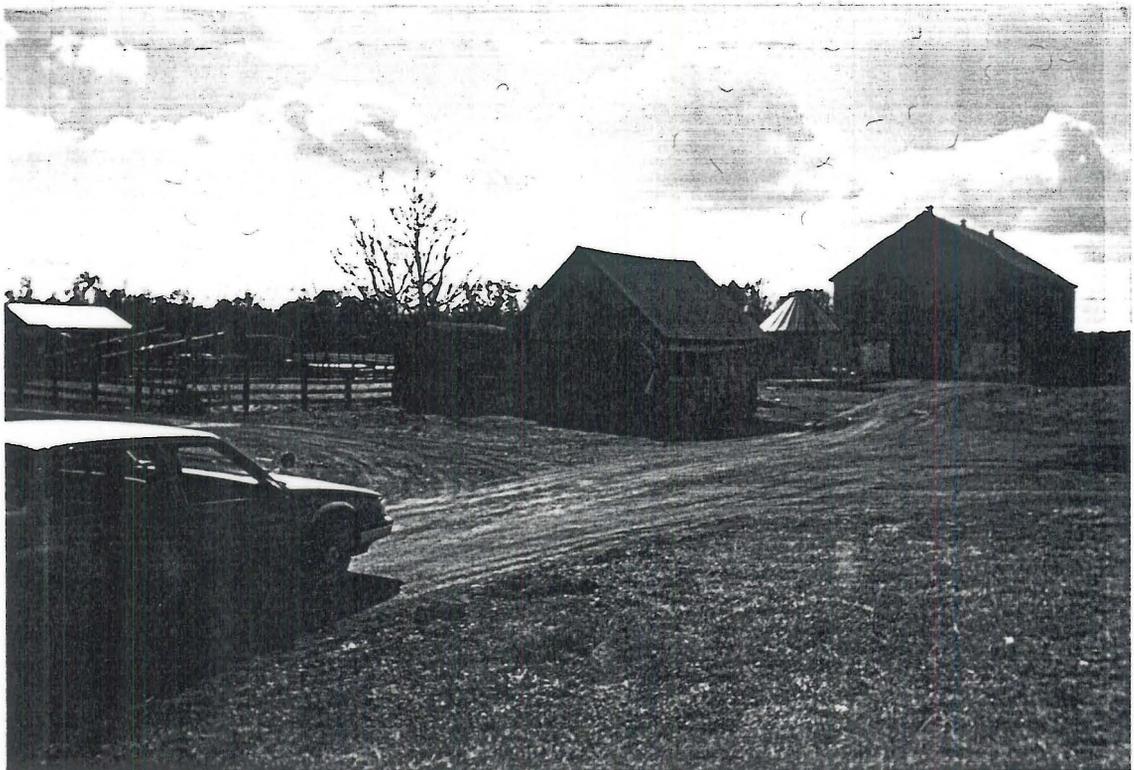


EXHIBIT C