

AGRICULTURAL LAND LEASE AGREEMENT EXTENSION

THIS AGRICULTURAL LAND LEASE AGREEMENT EXTENSION (“Lease” and/or “Extension Agreement”) is entered into this _____ day of _____ 2015 by and between the COUNTY COMMISSIONERS OF CAROLINE COUNTY, a body politic and corporate and a political subdivision organized and existing under the laws of the State of Maryland (“Lessor”), and Dale L. Wright, 4756 Smithville Road, Federalsburg, Maryland 21632 (“Lessee”).

WITNESSETH:

WHEREAS, the Lessor desires to lease to certain land to Lessee to use for agricultural purposes; and

WHEREAS, the parties desire to enhance the land, conserve its resources, and maintain the land in a high state of cultivation; and

WHEREAS, the parties originally entered into an Agricultural Land Lease Agreement dated July 24, 2012 with a term to expire on December 31, 2015; and

WHEREAS, the parties now desire to extend the term of the original Lease Agreement in this Extension Agreement as follows:

NOW, THEREFORE, and in consideration of the terms, conditions, covenants, and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of all which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section I. PROPERTY TO BE LEASED:

- (a) The Lessor hereby leases to the Lessee the following described property, to use for agricultural purposes:

All that tillable land stipulated between the parties to contain approximately 25.0 acres +/- at known as South County Regional Park at Seippes and American Corner Roads, in Caroline County, Maryland.

- (b) The Lessor reserves the right to change the acreage available for use by Lessee under this Lease.
- (c) The parties agree that the aggregate number of acres stipulated upon which Lessee is obligated to pay rent for the use thereof is sixty (25) acres.

Section II. TERM OF LEASE:

The term of the lease will be for a three (3) year term beginning on November 15, 2015 and ending November 16, 2020. In no event shall this Lease be extended beyond November 16, 2020 for purposes of harvesting crops.

Section III. RENEWAL:

This Lease may be renewed only in writing signed by the Lessor and Lessee. There is no obligation, expressed or implied, on the part of the Lessor to renew or agree to renew this Lease.

Section IV. RENT:

For the use of this Property, Lessee shall pay Lessor annual cash rent of \$4,465.00, (based upon a rate of \$178.60/acre x 25.0 acres) and are payable annually on or before the first day of June.

Section V. DUTIES OF LESSEE:

- (a) Lessee shall be responsible for controlling Johnsongrass, thistles, and other noxious weeds on the premises in compliance with Title 9, Subtitle 4 of the Agriculture Article of the Annotated Code of Maryland (as amended) and other applicable laws and regulations. If there is Johnsongrass on the premises, a plan of compliance shall be filed with the Maryland Department of Agriculture and a copy sent to the Lessor.
- (b) Lessee shall farm the aforesaid property in a husband like manner and in accordance with the customary farming practices for Caroline County, Maryland, and shall not use the land for any other purposes.
- (c) Lessee shall permit employees of the Lessor to enter upon the lands in pursuit of their assigned duties and to inspect the premises.
- (d) Lessee shall surrender the land at the conclusion of this Lease with a suitable ground cover approved in advance by Lessor.
- (e) Lessee shall maintain the "pH" and fertility levels of the soil at their current levels. Lessee shall complete an annual soil test and submit a copy of the results to the within the period of this agreement... The above shall be conducted in accordance with the procedures prescribed by the University of Maryland, Maryland Cooperative Extension.
- (f) Lessee shall furnish all labor and equipment, and Lessee shall also provide at Lessee's expense, all seed, fertilizer, herbicides and time. Lessee shall also keep the ditches on the property clear and maintain the fences, if any.

- (g) Lessee shall not remove any fencing, building, structures, boundary markers, soil or trees, or alter or damage roads, ditching, hedgerows, or commit any waste on said premise without written consent of Lessor.
- (h) This Lease does not convey hunting rights. Lessee acknowledges and agrees that the County, in its sole discretion, may sell or grant hunting rights on the Property in the future by a process to be determined in the discretion of the County. Lessee shall be eligible to obtain hunting rights through such process. Should the Lessee determine that the exercise of hunting rights on the Property interferes with Lessee's operations, Lessee may terminate the Lease at the end of any year. Nothing in this Lease shall prevent the Lessee from exercising any rights with respect to seeking damages from third parties hunting on the Property, whether by permission of the County or otherwise.
- (i) Lessee will pay for all crop inputs required for production of crops.
- (j) Lessee is allowed to work the ground at any time of day or night as may be necessary for timely production of crops.
- (k) Lessee agrees to use the property for crops considered to be agronomic for purposes of maintaining the tax status of the land as farmland.

Section VI. DUTIES OF LESSOR:

Lessor warrants that Lessee shall have peaceful and undisturbed possession of the tillable land in accordance with this Lease.

- (b) Lessor represents that the subject property is exempt from all real property taxes.
- (c) Lessor agrees to allow Lessee to park farm equipment, such as tractors, trucks, combines, planters, disks, trailers, plows, spreaders, cultivators, packers, sprayers, etc., as required for production of crops. Such permitted use is not long-term storage, but only for periods during planting Harvesting, and cultivation of crops. Lessor shall not be liable for missing or damaged equipment.
- (d) Lessor agrees to allow Lessee the use of private lanes and farm entrances as required to have access to the Property day or night.
- (e) Lessor waives rights to any government crop assistance, disaster assistance, crop insurance payments and/or subsidy payments and assigns all crop benefits to the Lessee. Long-term set aside agreements are not included in this waiver.

Section VII. DEFAULT BY LESSEE:

If the Lessor determines that the Lessee is in violation of any of the terms and conditions of this Lease, then Lessor shall send written notice of such

violation to Lessee by registered or certified mail at the above address. Should Lessee fail to correct any violation within fourteen (14) days from the receipt of such notice, Lessor will then have the right to immediately terminate this Lease. Upon such termination Lessor shall be entitled to an immediate possession of the leased property and any crops remaining thereon, with no obligation to reimburse the Lessee therefore. Rent shall be adjusted on pro rata basis to the date of termination.

Section VIII. LIABILITY:

Lessor shall not be responsible for or supervise farming activities of Lessee or for any other acts done or omitted by Lessee in connection with this Lease. Further, Lessee hereby agrees to indemnify and hold harmless the Lessor and its elected and appointed officials, employees, and agents from and against any losses, claims, damages, liabilities, costs, judgments, fines, amounts paid on account thereof (whether in settlement or otherwise), expenses, and fees (collectively, a "claim") arising out of, or in any manner pertaining to this Lease.

Section IX. GENERAL PROVISIONS:

- (a) Lessee shall not assign this Lease or sublet the property, nor any portion thereof, without prior written consent of Lessor.
- (b) Lessee shall not make any alterations or additions to the property without the prior written consent of Lessor. Any additions that may be authorized by Lessor shall be at the Lessee's expense.
- (c) This Extension Agreement supersedes any prior agreement between the parties. The Agreement sets forth the entire understanding of the parties and shall not be altered or amended except by a written document signed by all the parties hereto.
- (d) This Extension Agreement Lease is binding on the parties hereto, their heirs, personal representatives, successors or assigns, as the case may be.
- (e) All notices required or provided under this Extension Agreement shall be in writing and shall be delivered personally or shall be sent by prepaid or certified mail, addressed as set forth below:

If to Lessor:

_____ (Name)
_____ (Address)

If to Lessee:

_____ (Name)
_____ (Address)

- (f) Governing Law and Venue: This Extension Agreement is enforceable under the laws of the State of Maryland in a Court of competent jurisdiction in Caroline County.
- (g) If any provision of this Extension Agreement or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Extension shall be affect or limit the validity, legality or enforceability of any other term or provision hereof.
- (h) No Waiver: In the event that either party fails to enforce any obligation of the other party under this Extension Agreement when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.

IN WITNESS WHEREOF, the parties have executed this Agricultural Land Lease Agreement Extension and affixed their signatures each through a fully authorized signatory made effective the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND**

Jennifer M. Farina
Administrative Coordinator

Larry C. Porter, President

WITNESS

LESSEE:

Dale L. Wright

Approved for Legal Sufficiency:

Heather L. Price, County Attorney