# AMENDMENT TO FARM LEASE AGREEMENT

This Amendment to Farm Lease Agreement ("Amendment"), is made this 23d day of February, 2005, 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 Parties desire to amend the Lease to permit extension of the term of the Lease, restate the rental amounts, change the mailing address for rental payments, and change the Landlord notice address.

**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 Lease is hereby deleted and the new Section 1(b) is substituted:

Landlord rents to Tenant the Property for a fixed term commencing January 1, 2004 and expiring on December 31, 2009 (the "Term"). Although this Amendment is signed after January 1, 2004, its terms are effective as of January 1, 2004. This Lease is for a fixed Term and may not be converted to a periodic tenancy or reinstated, continued, or otherwise extended beyond that Term by any act or omission of Landlord or the Tenant. Expiration of the tenancy shall occur automatically on the final date of the Term, unless earlier terminated, without notice of any kind required from either party. Tenant holding over will be considered a trespass onto the Property. Landlord will, without compensation to the Tenant, be entitled to the benefit of any crops remaining on the Property after the final date of the Term.

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 December 20 of each year the annual rent specified in the following schedule to: Montgomery County Government, Leasing Management, P.O. Box 62077, Baltimore, Maryland 21264-2077. The annual rental payments are based upon $45.00 per acre of land useable for agricultural purposes. The annual rent for each year of the Term shall be as follows:

| YEAR | RENTAL PAYMENT |
|---|---|
| 2004 | $ 11,250.00 |
| 2005 | $ 11,250.00 |
| 2006 | $ 11,250.00 |
| 2007 | $ 11,250.00 |
| 2008 | $ 11,250.00 |
| 2009 | $ 11,250.00 |

3. Section 19 of the Lease is hereby modified by deleting the Landlord notice address and substituting the following notice address:

LANDLORD
Department of Public Works and Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy that does not constitute notice to:
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

4. 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

Rebecca S Domaruk
Witness

By: Joseph F Beach
Name: Joseph F. Beach
Title: Assistant Chief Administration Officer
Date: 2/23/05

TENANT:
DAVID O. SCOTT

Judith A Scott
Witness

By: David O. Scott
Date: 2/4/05

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

By: Eileen T. Brennan

Date: 2/2/2005

RECOMMENDED BY:

By: Cynthia Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 1/11/05