THIRD AMENDMENT TO FARM LEASE AGREEMENT

This Third Amendment to Farm Lease Agreement ("Third Amendment"), is made this 29th day of March, 2010, 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"), Landlord leased unto the Tenant the property located in Dickerson, Maryland as more fully described in the Lease; and

WHEREAS, the LANDLORD and TENANT entered into an Amendment to Farm Lease Agreement (the "Amendment") dated February 23, 2005; and

WHEREAS, the LANDLORD and TENANT entered into a Second Amendment to Farm Lease Agreement (the "Second Amendment") dated February 20, 2007; and

WHEREAS, the Parties desire to further amend the Lease to permit extension of the term of the Lease, amend language to allow deer a management program to proceed, 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 in its entirety and the new Section 1(b) is substituted:

1(b). Landlord rents to Tenant the Property for a fixed term commencing January 1, 2010 and expiring on December 31, 2014 (the "Term"). Although this Second Amendment is signed after January 1, 2010, its terms are effective as of January 1, 2010. 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. The second and third sentences of Section 4 of the Lease are hereby modified:

"Discharge of firearms or bows and arrows are prohibited and the Tenant is responsible for providing sufficient security for the Property" is hereby deleted, and "Hunting on the Property is prohibited except by managed hunt under the control of Landlord" is substituted.

"Tenant will post and maintain "No Hunting" and "No Trespassing" signs around the Property boundary as deemed legal and enforceable by the Maryland Department of Natural Resources" is hereby deleted, and "Landlord will post and maintain "THIS AREA IS CLOSED TO THE PUBLIC. The Department of Environmental Protection/Solid Waste Services is conducting managed deer hunts on this property in an effort to manage local populations of white-tailed deer. NO PUBLIC HUNTING IS PERMITTED. For information call 240-777-6495. By authority of Montgomery County Government" materially like signs around the Property in conjunction with a deer management program and Tenant will post and maintain "No Trespassing" signs around the Property boundary" is substituted.

3. 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, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850.

YEAR	RENTAL PAYMENT
2010	$11,587.50
2011	$11,587.50
2012	$11,587.50
2013	$11,587.50
2014	$11,587.50

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

LANDLORD
Department of General Services
Office of Real Estate
101 Monroe Street, 9th 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
Attn: County Attorney

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

Witness

By: _____
Name: Diane Schwartz Jones
Title: Assistant Chief Administration Officer
Date: 3/29/10

TENANT:
DAVID O. SCOTT

Witness

By: _____

Date: 1/14/2010

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

By: _____

Date: 1/5/2010

RECOMMENDED BY:

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

Date: 12/28/09