

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this day of 2017, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and POTOMAC HOLLOW FARM LLC, a Maryland limited liability company, with a principal mailing address of 18930 Wasche Road, Dickerson, Maryland 20842 (hereafter referred to as "LICENSEE"), (the LICENSEE and the COUNTY together the "Parties").

WITNESSETH

In consideration of the fees herein after reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

I. USE OF LICENSED PREMISES:

(a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use County-owned land and improvements, subject to all of the terms and conditions herein, located on the COUNTY'S property at 19815 Martinsburg Road, Dickerson, Maryland 20842. The County property is more particularly described as Parcel P330 on Tax Map BU42 with Tax Account Number 036721 as shown on EXHIBIT A attached hereto and made part hereof ("Property"). A portion of the Property housing an existing barn ("Barn") is hereafter described as the licensed premises ("Licensed Premises") as shown on the attached Exhibit B. No variation will be permitted without the prior written consent of the COUNTY.

(b) LICENSEE shall have the right of reasonable ingress and egress to the Licensed Premises, subject to the restrictions in this paragraph. LICENSEE, its employees, agents, and independent contractors shall be entitled to access the Licensed Premises during normal business hours (7:00A.M. to 6:00 P.M., Monday through Friday and 9:00 A.M. to 5:00P.M. Saturday) during the term of this Agreement. Access shall be via the edge of a crop field located north of the Licensed Premises; said crop field is part of the land known as the Finnegan Farm. LICENSEE is authorized to open an area in the existing fence line for gaining access to the Licensed Premises. In the event of an emergency before or after hours of operation described in this Paragraph, LICENSEE shall be entitled to immediate access to the Licensed Premises, provided that in all instances LICENSEE shall notify the COUNTY within one (1) business day after emergency access of its need to access the Licensed Premises for such emergency need.

(c) LICENSEE shall use the Barn for the purpose of storing hay, equipment and miscellaneous farm implements. There shall be no outdoor storage allowed on the Licensed Premises. If LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes, LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE'S exercise of its right to terminate shall be given to COUNTY in writing by certified mail, return receipt requested.

(d) LICENSEE shall be responsible for cutting the grass at least four (4) times per year and keeping the Licensed Premises free of trash and debris. LICENSEE shall not be responsible for repairing and painting the Barn.

2. TERM:

(a) This Agreement shall be for a term of five (5) years ("Initial Term") commencing on June 1, 2017 (the "Commencement Date").

(b) This Agreement may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for two (2) additional one (1) year terms ("Renewal Terms"), provided that the Parties hereto reach an agreement prior to the end of the Initial Term or the then current Renewal Term on the Terms of this Agreement for the next one (1) year term. LICENSEE shall notify COUNTY in writing no less than six (6) months prior to the expiration of the Initial Term or Renewal Term of its desire to extend the term. The COUNTY and the LICENSEE shall execute a letter of agreement stating the Commencement Date of any Renewal Term.

(c) The termination date (Termination Date") of the Agreement shall be the last day of the Initial Term, or the then current Renewal Term or the earlier date on which this Agreement is terminated in accordance with the provisions hereof.

3. LICENSEE FEE:

(a) LICENSEE shall pay One Thousand Six Hundred and Fifty (\$1,650.00) Dollars payable in an annual license fee (the "License Fee"). The License Fee payment shall commence on June 1, 2017. Payments shall be made payable to Montgomery County Government, c/o Department of Environmental Protection, 101 Monroe St. 6th floor Rockville, Maryland 20850. Attention: Anthony Skinner.

(b) On each yearly anniversary during the Initial Term, LICENSEE shall pay a License Fee in an amount equal to the previous year's base License Fee plus an escalation of two percent (2 %).

4. LICENSEE INDEMNIFICATION:

Except to the extent caused by the negligence or intentional misconduct of COUNTY, its agents, employees or contractors, LICENSEE hereby agrees, covenants, and warrants to protect, indemnify, and hold COUNTY and its respective officers, members, employees, agents and invitees (the "Indemnified Parties") harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and reasonable attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, arising out of (i) storage of equipment, hay and miscellaneous farm implements pursuant to this Agreement, (ii) the negligence or willful misconduct of LICENSEE, or its agents, employees, contractors and invitees on or about the Property, (iii) the use or occupancy of the Property by the LICENSEE or its agents, employees or contractors, (iv) any breach by

LICENSEE, or anyone acting through or on behalf of LICENSEE of any of its obligations hereunder, and (v) damages, including consequential damages from an occurrence involving either bodily injury or property damage, caused by LICENSEE. Notice: LICENSEE shall provide the COUNTY with notice, as soon as practicable, of accidents on or damages to the structure, equipment, or fixtures of the Licensed Premises or of defects in the roof or to any defects or damages to the Property. The parties will work to mutual agreement as to the cause of action for repairs.

5. LICENSEE INSURANCE:

Commencing on the date upon which COUNTY delivers the Licensed Premises to LICENSEE and at all times thereafter, LICENSEE shall cause to be carried and maintained, at no cost to COUNTY, the insurance coverages attached hereto as EXHIBIT C. COUNTY may change the types of required coverages from time to time as circumstances and changes in use of the Licensed Premises warrant.

6. COUNTY LIABILITY:

Any obligation or liability of the COUNTY arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. §§5-303 et seq. as amended (the "LGTCA"); and Md. Code Ann., Cts. & Jud. Proc. §§ 5-509 (together the "County Indemnification Statutes"), all as amended from time to time. Any indemnification given by the COUNTY in this Agreement is not intended to create any rights or causes of action in any third parties or to increase the COUNTY'S liability above the caps provided in the County Indemnification Statutes, as applicable.

7. COUNTY INSURANCE:

The COUNTY shall provide property insurance covering the Property.

8. RIGHT OF ENTRY:

(a) Routine Repairs and Inspection: LICENSEE shall permit COUNTY, its agents or employees, at reasonable times and upon reasonable prior notice (not less than forty eight (48) hours' prior notice) to enter the Licensed Premises without charge to inspect and repair the Licensed Premises.

(b) Emergency Access: In cases of emergency involving imminent risk of injury or death to persons or damage to property, COUNTY, its agents or employees, without prior notice

to LICENSEE, may enter the Licensed Premises, however, COUNTY will attempt, but is not required, to notify LICENSEE of any such entry under this Article 8(b) as soon as is practicable under the circumstances.

(c) Nothing in this Article 8 shall be construed as a limitation on the police powers of COUNTY, nor a limitation on any entry by COUNTY pursuant to the exercise of its police powers.

(d) LICENSEE shall provide the COUNTY with a key to the Barn.

9. SURRENDER OF POSSESSION:

This Agreement shall terminate on the Termination Date without the necessity of notice from either COUNTY or LICENSEE. Upon the Termination Date or earlier termination of this Agreement, LICENSEE shall (i) quit and surrender to COUNTY the Licensed Premises; and, (ii) seed or sod any disturbed area and return the Licensed Premises in a good workman like condition free of rubble and debris. If LICENSEE's equipment and miscellaneous farm implements are not removed from the Licensed Premises within 72 hours after the Termination Date, the property remaining will be deemed abandoned and will become the property of COUNTY, and COUNTY may have it removed and disposed of at LICENSEE's expense. At the time of termination of this Agreement and at the request of COUNTY or LICENSEE, the Parties must participate in a walk-through to inspect the Licensed Premises.

10. ENTIRE AGREEMENT:

It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

11. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all statutes, laws, rules, orders, regulations and ordinances (collectively "Laws") affecting the use or operation of the Licensed Premises. In no event shall LICENSEE use the Licensed Premises for purposes which are prohibited by zoning or similar laws or regulations. LICENSEE acknowledges and agrees it is solely responsible for determining if its use of the Licensed Premises complies with the applicable zoning regulations, and that COUNTY makes no representation (explicit or implied) concerning such zoning regulations. LICENSEE shall not use the Licensed Premises in any manner that causes a violation of any environmental laws or regulations or that could create environmental liabilities under Federal, State or local environmental protection laws.

12. CHOICE OF LAW:

This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

13. CHOICE OF FORUM:

Any action involving a dispute relating in any manner to this Agreement, the use or occupancy of the Leased Premises, and/or any claim of injury or damage shall be filed and adjudicated solely in Montgomery County, Maryland.

14. ASSIGNMENT AND OTHER TRANSFER:

(a) LICENSEE shall not assign this Agreement without the prior written consent of the COUNTY, which consent shall be in the sole discretion of the COUNTY, nor shall any assignment hereof be effected by operation of law or otherwise without the prior written consent of the COUNTY. Any assignment consented to by the COUNTY shall not relieve the LICENSEE from any of its obligations under this Agreement, and such consent by the COUNTY shall not be effective unless and until (i) Licensee gives written notice thereof to the COUNTY, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Licensed Premises by assignee, (ii) such assignee shall deliver to the COUNTY a written agreement in form and substance satisfactory to the COUNTY pursuant to which such assignee assumes all of the obligations and liabilities of the LICENSEE hereunder, and (iii) LICENSEE shall deliver to the COUNTY a copy of the proposed assignment agreement. LICENSEE shall also provide any additional information the COUNTY reasonably requests regarding such proposed assignment. Any assignment without the COUNTY's written consent may be declared null and void by the COUNTY and, at the COUNTY's election, constitute an Event of Default hereunder.

(b) This Agreement may not be sold or transferred and the LICENSEE shall not sublet or permit any other party to use the Licensed Premises or Property or any of the LICENSEE'S facilities on the Property.

15. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

LICENSEE:

Potomac Hollow Farm, LLC
18930 Wasche Road
Dickerson, Maryland 20842
Attn: Aren Johnson
(717) 649-9523

COUNTY:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3'd Floor
Rockville, Maryland 20850
Attn: County Attorney

16. RELATIONSHIP OF THE PARTIES:

It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of the LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the COUNTY and LICENSEE.

17. EVENTS OF DEFAULT:

Either Party shall be considered in default of Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law, including but not limited to, the right to terminate this Agreement.

(b) If the non-monetary default may not be reasonably be cured within a fifteen (15) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such fifteen (15) day period and proceeds with due diligence to fully cure the default.

(c) In the event that the LICENSEE shall be found in default and shall fail to cure such default after notice given as set forth hereinabove, then the LICENSEE'S right to the Licensed Premises shall automatically be revoked.

18. HAZARDOUS MATERIALS:

LICENSEE warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Property and Licensed Premises as required by law. COUNTY represents that to its knowledge, the Property and Licensed Premises are free from any unlawful environmental contamination as of the date of execution of this Agreement.

19. NON DISCRIMINATION:

LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27-19 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Agreement, LICENSEE assures COUNTY that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

20. ETHICS REQUIREMENT:

LICENSEE understands and agrees that unless authorized pursuant to Section 11B 52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

21. CONTRACT SOLICITATION:

LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from the COUNTY upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. LICENSEE is responsible for paying any Broker's fees or commissions for any Broker with whom LICENSEE has any contract or agreement and for paying all of LICENSEE's attorneys' fees in connection with the negotiation of this Agreement.

22. RESIDENT AGENT:

The resident agent for the LICENSEE is: Aren Johnson, Sr., 18930 Wasche Road, Dickerson, Maryland 20842.

23. TERMINATION:

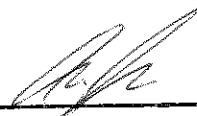
This Agreement and all rights and obligations hereunder may be terminated by the COUNTY, for any reason, at any time and at no cost to the COUNTY, whenever the Chief Administrative Officer or his designee shall determine that termination of this Agreement is in the best interest of the COUNTY. Such termination shall be effective to LICENSEE on the later to occur of (i) one hundred eight (180) days after delivery to LICENSEE of written notice, or (ii) the date specified in a written notice as the termination date.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

LICENSEE:
Potomac Hollow Farm, LLC



Aren Johnson,

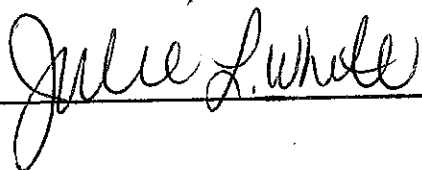
Title: *Member*

Date: *5/11/17*

WITNESS:

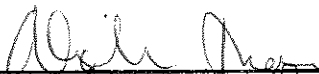
COUNTY:
MONTGOMERY COUNTY, MARYLAND

County:



Ramona Bell-Pearson
Title: Assistant Chief Administrative Officer

Date: *May 15, 2017*


Approved for legal form and legality:
Office of the County Attorney

Recommended: 

By: Cynthia LBrenneman,
Director Office of Real Estate

Date: *5/4/17*

EXHIBIT A

PROPERTY

B4

B5

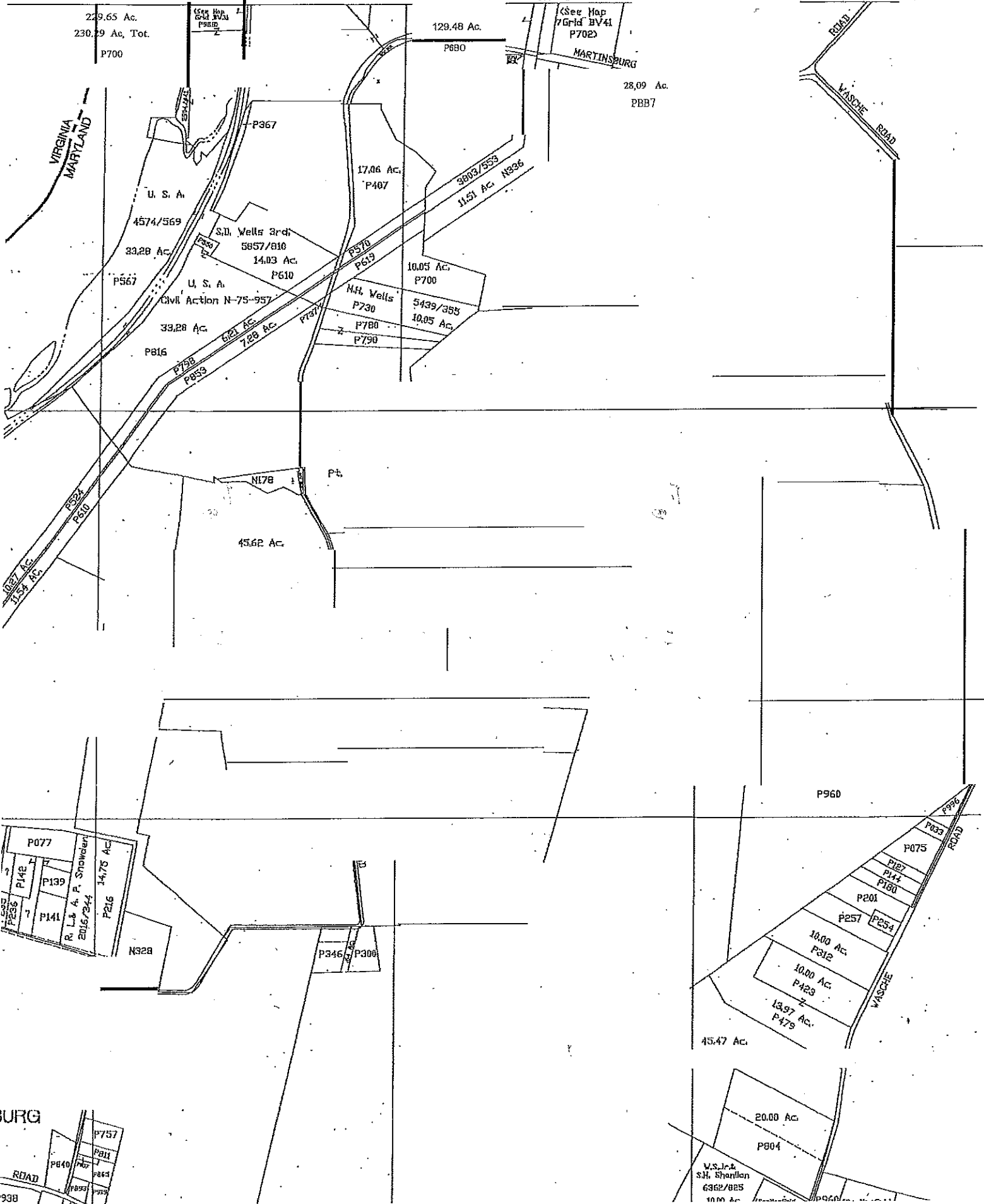


EXHIBIT B

LICENSED PREMISES

MCG EXHIBIT MAP

Date: 01/10/2011

Customer: Montgomery County Government

Assisted By: Eddie Franceschi

District: Montgomery Soil Conservation District

Legal Description:

19815 Martinsburg Road

Dickerson, 20842



Approximate Acres: Barn Area 2.1

Access Lane 15

10 721.25 Acres



Legend

- MCG Martinsburg
- MCG Martinsburg Exhibit
-  Barn Area Boundaries
-  Access Lane Boundries

Montgomery Soil Conservation District
 Scale 1" = 200' EFG 20110110
 Montgomery County GIS Ortho Image 2008
 Montgomery County and USDA GIS Data
 All Boundaries and Acreage Numbers are ESTIMATES.

EXHIBIT C

LICENSEE INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS - LICENSE AGREEMENT

Prior to the execution of the contract, the proposed Licensee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this agreement, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed Licensee shall provide a copy of the insurance policies. The Licensee's insurance shall be primary. Failure of the County to request evidence of this insurance shall not be construed to be a waiver of the obligation to maintain the insurance coverage specified here.

Commercial General Liability

A minimum limit of liability of three hundred thousand dollars (\$300,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Property-All Risk Property Insurance to Cover Licensee's Contents and Equipment at Licensed Premises

Licensee agrees to obtain and maintain, during the term of the License, and any extension thereof, an All Risk Property policy covering 100% replacement cost of the contents of the Leased Premises.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be named as an additional insured on Licensee's General Liability Insurance.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th floor
Rockville, Maryland 20850