Montgomery County Government

REAL ESTATE EXPRESSION OF INTEREST

For

AGRICULTURAL TENANT FARMING

Dickerson, Maryland

ISSUED BY:

MONTGOMERY COUNTY GOVERNMENT
DEPARTMENT OF GENERAL SERVICES
101 MONROE STREET, 9TH FLOOR
ROCKVILLE, MARYLAND 20850

RESPONSES DUE BY:
February 27, 2015

MONTGOMERY COUNTY GOVERNMENT
ISIAH LEGGETT, COUNTY EXECUTIVE

DICKERSON MARYLAND TENANT FARMING

REAL ESTATE EXPRESSION OF INTEREST AND PROPOSAL

TABLE OF CONTENTS

I. Overview

II. Objectives

III. Site Location and Description

IV. Submission Requirements

V. Evaluation Criteria

VI. Administration of the REOI

VII. Submittal Instructions

VIII. Optional Pre-Submission Conference and Tour

IX. Conditions and Limitations

X. Exhibit "A" attachment, Lease parcels / maps

XI. Exhibit "B" attachment, sample Lease Agreement

XII. Exhibit "C" attachment, Insurance requirements

XIII. Exhibit "D" attachment, Bid Tabulation sheet

I. Overview

Montgomery County, through this Real Estate Expression of Interest (REOI), seeks capable, interested parties from qualified agricultural farmers with demonstrated experience in farming operations in Montgomery County for tenant farming on County- owned property located in Dickerson, Maryland. The property is comprised of three (3) parcels, totaling 623 acres, more or less, of farm land in Dickerson, Maryland.

The property is located within the Montgomery County Agricultural Reserve. It is the County's expectation that this property continue to be used for the seasonal planting and harvest of crops. That stated, the County's interest is to also allow agricultural enterprises who provide jobs and additional economic return to Montgomery County. Interested parties with farming operations based in Montgomery County are highly desirable.

II. Objectives

Through a long-term 10 year tenant lease for each parcel, the County is seeking proposals ("Proposals") from proposers ("Proposers") for agricultural farming that will achieve the following objectives:

1. A continuation of ground cultivation and crop production.
2. Submission and compliance with a Soil Conservation and Water Quality Plan-SCWQP, approved by the Montgomery Soil Conservation District-MSCD.
3. Compliance with all Federal, State and Local Government laws and regulations.
4. Maintenance and upkeep of the property and all improvements on the property to include but not be limited to; all structures, access areas, farm roads, grass buffer areas, ponds, embankments, streams, fencing, gates and utilities.
5. Participation in the Annual Cover Crop Program to protect the farmland during the winter months.
6. Cooperate with the County and its agents in other activities and uses at the property to include but not be limited to inspections, construction, environmental studies and deer management.

II. Site Location Maps and Description for County Farm Properties, Exhibit "A":

1. Property formerly known as "Chi-Chin Huang farm" , Wasche Road.
2. Property formerly known as "Shafer farm", Wasche Road.
3. Property formerly known as "Finegan farm" Martinsburg Road.

IV. Submission Requirements

All Proposals must provide a thoughtful concept including a vision statement and explanation of the intended use of the property to include a land management and particulars to address specific soil conservation measures, site access to and around fields, storage and staging of equipment and supplies. The County reserves the right to request additional information during the REOI review period.

FAILURE OF A PROPOSER TO SUBMIT ALL REQUIRED INFORMATION MAY RENDER THE PROPOSAL INCOMPLETE AND INELIGIBLE FOR FURTHER CONSIDERATION.

The Proposal must include the following elements:

1. Cover: The cover should contain the REOI title, the Proposer's name and the submission date.

2. Transmittal Letter: The transmittal letter should not exceed two pages and should contain:

    A. The name, title and contact information, including phone number and email address, of the individual with authority to bind the Proposer. This person should also sign the transmittal letter.
    B. The address and legal form of the Proposer.
    C. Statement acknowledging receipt of each addendum that the County may issue to the REOI.
    D. Statement that, if selected, the Proposer will negotiate in good faith with the County.
    E. Statement that the Proposal is valid for a minimum of 90 days from the date of submission.

2. Statement of Qualifications:

    A. Background Information: A summary of the Proposer's history and length of time in farming with demonstrated experience in farming operations in Montgomery County including type of crops raised and connections with other business ventures and agricultural associations. A history of farming operations based in Montgomery County is highly desirable. A statement from the proposer describing their intended cultivation and seasonal harvest of crops on the property.

B. Financial Capability: A description of the Proposer's financial capability to meet the objectives within the REOI and to confirm financial viability as a tenant. This section should provide evidence of the Proposer's ability to obtain sufficient financing to meet the requirements of the REOI. Under separate cover and marked "Confidential" the Proposer must provide current statements and audited annual financial statements for their respective entity for the last three fiscal years to include a balance sheet income statement, cash flow statement and listing of open lines of credit.

C. Project Experience: Description of the Proposer's experience with similar property involving agricultural enterprises. The information should clearly describe the size and scope of the agricultural activity. A complete description from the Proposer to include their experience as an active member of the agricultural industry. Familiarity and experience with the development and execution of a soil conservation plan and land management plan. Additionally, provide references and contact information, including name, telephone number and email address for each project.

D. References: Provide the names, phone numbers and email addresses of at least three references who can verify the Proposers background and experience in agricultural practices.

4. Project Vision: This section should describe the Proposer's vision for tenant farming and how this vision meets the County's objectives in section II. This vision should identify the following:

A. A schedule of types of crops that will be planted including rotational crops.
B. A schedule showing the months for planting the types of crops that will be planted.

C. A schedule for implementing best management practices outlined in the SCWQP to address any areas on the farmland with soil conservation and water quality concerns.

D. A list of items and improvements the proposer would be willing to complete on the farmland given the lease term will be for 10 years.

E. A description of what areas, improvements, infrastructure needs to be maintained and your proposed method for maintaining it.

F. Preferred method of communication to the County.

V. Evaluation Criteria

Upon receipt of the Proposals, the County's Qualification and Selection Committee ("QSC") will review and evaluate the Proposals in accordance with the criteria listed below. Interviews may be conducted with Proposers. Decisions and recommendations by the QSC will be consensus-based and may be single or multiple awards.

The County's goal is to select the best Proposal from the most qualified Proposer that meets the County's objectives for this key site. The following evaluation criteria will help the County achieve its objectives for the Site:

1.	Overall vision and quality of the proposal.	10 points
2.	Meeting the County's objectives.	35 points
3.	Expertise and financial capacity to implement the vision:	20 points
4.	Bid price per acre.	35 points
		Total 100 points

VI. Administration of the REOI

Proposals are due by 4:00 pm on February 27, 2015. If a lease agreement acceptable to the County cannot be successfully negotiated with the top-ranked Proposer, the County may proceed to negotiate with the Proposer that submitted the next highest ranked Proposal.

Any amendments to the REOI will be posted on the Department of General Services, Office of Real Estate website, which can be located through the County's website at:

The County expects the REOI to meet the following schedule, but reserves the right to amend this schedule or, in its sole discretion, to cancel the solicitation at any time.

REOI Release	Monday,	01/26/15
Site Tour	Wednesday,	02/18/15 @ 9:00am
Pre-Submission meeting	Friday,	02/20/15 @ 9:00am
Deadline for Questions	Monday,	02/23/15 @ 4:00pm
Proposals Due	Friday,	02/27/15 @ 4:00pm

VII. Submittal Instructions

All Proposals shall include one original and three (3) copies in 8½" by 11" format with no smaller than 11-point font; not exceed 20 pages. Submissions must be bound and sealed, and must be mailed or delivered
to:

Mr. Stephen G. Batterden
Montgomery County Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, MD 20850

The envelope must state "REOI- Agricultural Tenant Farming." Written Proposals will be evaluated upon only what is submitted. It is incumbent upon the Proposer to submit sufficient information to enable the County to fully evaluate the Proposer's capabilities and experience. Proposals to this REOI received after the date and time specified are considered late and may not be considered. The County will not accept fax Proposals or Proposals sent via e-mail. Unless requested by the County, additional information cannot be submitted by the Proposer after the deadline set for receipt of Proposals. Proposer will be notified in writing via email or letter of any change in the specifications contained in this REOI.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the County receiving Proposals at the place and prior

to the time designated for receipt of Proposals.

Timely modifications or withdrawals of a Proposal must be in writing and must be received by the County on or before the date and time set for receipt of Proposals.

Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals. provided that they are then fully in conformance with the REOI.

VIII. Optional Tour and Pre-Submission meeting

There will be an optional tour of the property as weather permits. The tour of the property will begin in the lobby of the Resource Recovery Facility, 21204 Martinsburg Road Dickerson. The date of the tour is Wednesday, 02 /18/2015. Participants of the tour will need 4 wheel drive capable vehicles. The County will not provide transportation to or from the site.

IX. Conditions and Limitations

The County reserves the right to reject any or all Proposals submitted in response to this REOI, advertise for new Proposals or to accept any Proposal deemed to be in the best interest of the County. A Proposal submitted in response to this REOI does not constitute a contract and does not indicate or otherwise reflect a commitment of any kind on behalf of the County. Furthermore, this REOI does not represent a commitment or offer by the County to enter into an agreement with a Proposer or to pay any costs incurred in the preparation or submission of a Proposal to this REOI. Furthermore, this REOI does not commit the County to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected Proposer and the County.

Any commitment made by the County will be subject to the appropriation of funds by the Montgomery County Council to carry out any such commitments and the execution of a contract acceptable to the County.

Written questions regarding the REOI should be directed, via email, to:
dgs.ore@montgomerycountymd.gov

Written questions regarding the REOI should be directed, via letter, to:
Montgomery County Government
Department of General Services
Office of Real Estate
101 Monroe St. 9th floor
Rockville, Md. 20850
Attn: Steve Batterden

The Proposals and any information made a part of the Proposals will become a part of the project's official files. The County is not obligated to return the responses to the responders. This REOI and the selected proposers response to this REOI may, by reference, become a part of any formal agreement between the Proposers and the County.

The County reserves the right, in its sole and absolute discretion, to reject any and all Proposals received in response to this REOI and to cancel this REOI at any time, for any or no reason, prior to entering into a formal contract. The County further reserves the right to request clarification of information provided in Proposals submitted in response to this REOI without changing the terms of this REOI.

If a Proposer contends that any part of its Proposal is proprietary or confidential and, therefore, is limited to disclosure under the Maryland Public Information Act, Md. Code Ann. State Gov't §§10-611 et seq. (the "MPIA"), the Proposer must identify all information that is confidential or proprietary and provide justification for why such materials should not be disclosed by the County under the MPIA. The County, as custodian of Proposals submitted in response to this REOI, reserves the right to determine whether or not material deemed proprietary or confidential by the Proposer is, in fact, proprietary or confidential as required by the MPIA, or if the MPIA permits nondisclosure. The County will favor disclosure of all Proposals in response to any request for disclosure made under the MPIA.

Proposers must familiarize themselves with the site and form their own opinions as to suitability for tenant farming The County makes no representations as to the site. The County assumes no responsibility for site conditions including, but not limited to, environmental and soil conditions on the site.

Structure
Site Access
Pond
Farm Road
Leased By Others

Exhibit A
Leased Parcels/Map

0 1,200 2,400 Feet

N

January 6, 2015

EXHIBIT "B"

DRAFT
LEASE
BETWEEN

_____

AND
MONTGOMERY COUNTY, MARYLAND

DATED: _____

1. Property
2. Term
3. Option to Renew
4. Rent
5. Option to Terminate
6. Use
7. Assignment
8. Property As Is
9. Surrender
10. Property Damage and Liability Insurance
11. Indemnification
12. Access
13. Alterations, Additions and Improvements
14. Surrender
15. Liability No Partnership
16. Default
17. Insolvency
18. Quiet Possession
19. Statutory Provisions
20. No Brokerage
21. Non-Discrimination
22.. Public Employment
23. General Provisions
24. Benefit and Burden
25. Waiver of Jury Trial.
26. Mail Notices

Exhibit "A": Description of the Property

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__ by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland having an address of 101 Monroe Street, Rockville, MD 20850 (hereinafter, "County" or "Landlord"), and _____, (hereinafter referred to as "Tenant") and (the County/Landlord and Tenant each known as a "Party" and together as the "Parties").

BACKGROUND:

The County is the owner of property located within the Montgomery County Agricultural Reserve Dickerson, Maryland (the "Agricultural Property"). The Agricultural Property has been used and is currently being used as farmland. It is the intent and desire of the County that this Property continue to be used as farmland for the seasonal planting and harvest of crops. The Tenant has met the qualifications set forth in the Montgomery County Real Estate Expression of Interest for Agricultural Tenant Farming # _____issued by the Montgomery county Government through the County's Department of General Services ("DGS").

WITNESSETH:

In consideration of the rent hereinafter reserved, and the covenants hereinafter contained, the Parties hereto mutually agree as follows:

1. PROPERTY: Landlord does hereby lease and demise unto the Tenant and the Tenant hereby leases from the Landlord the farmland contained within the Agricultural Property described as formerly _____ comprising _____acres of land more or less in

its "as-is" condition and as described on "Exhibit A" attached hereto and made a part hereof. ("Property")

2. TERM: The term of this Lease shall be ten (10) years, commencing on or about_____ and ending _____ (the "Term").

3. OPTION TO RENEW: (i) Provided that Tenant is still in occupancy of the Property and is not in default of the Lease, Tenant shall have the Option to Renew this lease for _____additional _____year terms ("Extension Term(s)") at the end of the initial Lease Term with no more than twelve (12) months and no less than nine (9) months prior written notice per extension term. Tenant's extension rental rate shall be_____ The option to extend granted hereby may not be assigned or transferred by the Tenant.

4. RENT:

(a) In consideration of Landlord's agreement to rent the Property to Tenant and the terms and conditions of this Lease, Tenant agrees to pay by on _____of each year
the annual rent specified in the following schedule, to
_____101 Monroe Street, Rockville, Maryland 20850.
annual rent payments are based on per acre of land useable for agricultural purposes.

The _____rent payments are based on _$. __ per acre of farmland
The _____payments are based on $__ per acre. The annual rent will increase 3 % each subsequent year in accordance with the following schedule:

Year	Rental Payment
_____	$_____

(b) Deposit. The Tenant shall not be required to pay a Security Deposit..

5. OPTION TO TERMINATE:

(a)This Lease may be terminated at any time by the County upon sixty (60) days written notice to the other party. The date sixty (60) days after the termination notice is the "Early Termination Date." Early termination will not preclude the Tenant from harvesting any crop planted prior to the time the written notice is sent. Tenant must not plant any crops after receipt of the termination notice. Any existing crop that cannot be harvested prior to the Early Termination Date may be harvested prior to _____ provided however, that (1) Landlord is not responsible for maintaining or caring for the crop(s), and (2) Landlord may remove any crop(s) if Landlord, in its sole discretion, deems the removal necessary. If Landlord deems it necessary to remove crop(s), Landlord will provide Tenant with _____business days notice of its intention to remove any crops and allow Tenant a first opportunity to remove the crop(s) within _____days. If any new crops are planted after notice of the early termination, Landlord is entitled to the benefit of the crops without reimbursement or other compensation to the Tenant. In the event of early termination under this section, Landlord is entitled to possession of the premises on the Early Termination Date. Rent must be adjusted on a pro rata basis to the last day of actual possession by the Tenant.

(b) Survival. Regardless of the Lease Expiration Date or earlier end of the Lease Term, the Tenant shall promptly and fully perform all its Lease obligations.

6. USE:

The Property may be used only for farming purposes. Discharge of firearms

or bows and arrows are prohibited and the Tenant is responsible for providing sufficient security for the Property. 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. The tenant shall provide unimpeded access to the County, it's contractors and agents for purposes of deer management. The Tenant is responsible for the removal of illegal dumping discovered on the Property at the Tenant's sole cost and expense. Tenant warrants that he is using the Property for farming only and that his possession of the Property does not preclude the Landlord from using the Property in a manner that does not unreasonably interfere with Tenant's use of the Property. Landlord agrees that, prior to the Early Termination Date or expiration of this Lease, it will take reasonable precautions to ensure that Tenant's crops are not damaged as a result of Landlord's use of the Property and that it does not interfere with Tenant's ability to plant crops on the demised property. Tenant will comply with a Soil Conservation and Water Quality Plan, approved by the Soil Conservation Service and provide a copy of this plan and any changes thereof to the Landlord. The Tenant will apply to the Soil Conservation Service to develop or revise an existing Conservation Plan at the start of each year and make every effort to complete this plan within sixty (60) calendar days. With the approval of the Soil Conservation Service, the Tenant will develop and implement a soil testing and supplement/additive program (hereafter called Soil Plan) which will insure that the soil nutrient and growing capability will remain the same or better during the Lease Agreement. The intent is that the County's investment in the Property will not be diminished by the Tenant's farming practices. This Soil Plan will be performed on a yearly basis and a copy provided to the County.

ADDITIONAL USE REQUIREMENTS:

(add any applicable for particular

property)_____

NOXIOUS WEEDS: Tenant is responsible, under Maryland State Law (Agricultural Article, Annotated Code of Maryland, Title 9, Subtitle 4, Weed Control 9-401), to eradicate or control the species, thistle *Cirsium* spp.(Such as, but not limited to ;Canada, bull musk and plumeless), Johnson grass *Sorgham halepense* and shattercane *Sorgham bicolor* which are prohibited noxious weeds using practices prescribed by the Maryland Department of Agriculture (MDA), Office of Plant Industries and Pest Management, Weed Control Section. If there is Johnson grass or thistles on the Property, Tenant must file a plan of compliance with the Maryland Department of Agriculture and send a copy of the plan to the Landlord.

GRASSED WATERWAYS: The grassed waterways will be maintained by Tenant in accordance with best management practices as specified by the County. Ponds, if any, shall be maintained by preventing woody growth on the dike embankments by mowing or cultivating , removing any animals damaging the dike and removing any debris around risers of the principle spillways. Tenant must maintain a minimum of 15 feet of buffer along all tree lines and maintaining drainage and grading by repairing erosion or deep ruts from existing farm roads on the Property.

7.ASSIGNMENT:

Tenant may not assign this lease or sublet the Property, or any portion thereof, or make any alterations or additions to the Property, other than routine maintenance and crop planting, without obtaining the prior written permission of the Landlord. Any alterations or additions authorized by the Landlord must be done at the sole expense of Tenant. It is understood and agreed that upon termination of this lease for any reason whatsoever, Tenant will not be reimbursed for alterations or additions and Tenant agrees at the request of Landlord and at its sole cost and expense to remove any alteration or addition made by or on Tenant's behalf prior to the termination of the lease.

8.PROPERTY "AS IS":

Tenant accepts the Property in an "as is" condition and must furnish work stock, machinery, fertilizers, seed and other material necessary or incidental to farming endeavors and assume all operating costs for use of the Property. To the extent there are utilities, if any, associated with the Property, Tenant pays all costs associated with such utilities arising during the term of this Lease.

9.SURRENDER:

At the expiration or any prior termination of this Lease, the Property will be returned to the Landlord in substantially the same good condition it was in at the commencement of this Lease with a suitable ground cover approved in advance by the Soil Conservation Service. Crop residue from no-till crop production will be accepted as ground cover.

10. PROPERTY DAMAGE AND LIABILITY INSURANCE:

INSURANCE: Tenant must during the term of the lease maintain at his own cost and expense and keep in force and effect until termination of the lease the following insurance with an insurance company licensed to do business in the State of Maryland:

Commercial General Liability

A minimum limit of liability of one million dollars ($1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including contractual liability, premises and operations, independent contractors, products and completed operations and personal injury coverages.

Automobile Liability Coverage

A minimum limit of liability of five hundred thousand dollars ($500,000) combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

Worker's Compensation/Employer's Liability

Coverage must meet all requirements of Maryland law with the following minimum limits:

Bodily injury by accident- $100,000 each accident Bodily injury by disease - $500,000 policy limits Bodily injury by disease - $100,000 each employee

The required insurance must be evidenced by a certificate of insurance or copy of the insurance policy delivered to Landlord naming Landlord as an additional insured on all liability policies. The insurance policy must provide written notice to Landlord of cancellation or material change of any policy per the policy provisions.

The holder of any certificate of insurance delivered pursuant to this lease is: Montgomery County Maryland
Department of General Services
101 Monroe Street
Rockville, Maryland 20850
Attn: ----------_____

11. INDEMNIFICATION:

The Tenant agrees to hold harmless and hereby indemnifies the County/Landlord from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, or occasioned wholly or in part by any act or omission of the Tenant or its agents, contractors, employees at or upon the Premises, or the occupancy or use by the Tenant, of the Leased Property or any part thereof.. The County/Landlord shall provide notice to the Tenant as soon as practical of any and all claims. 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 Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Section 5-301, et. Seq (2014Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Section 1A (2013 Repl Vol.) and Md. Code Ann., Cts. & Jud. Proc. Section 5-509 (2013 Repl. Vol.) (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.

12. ACCESS:

Tenant will allow the County or the County's agents to have access to the Property upon reasonable notice, except in the event of emergency which will require no notice to the Tenant by the County.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

(a) Tenant will not make any alterations, additions, or improvements of any kind to the Leased Property without the Landlord's written consent, which consent shall not be unreasonably withheld. Tenant shall provide Landlord with plans and specifications of said work.

(b) All alterations, additions, or improvements made by the Tenant upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the termination of this Lease unless Landlord requires Tenant to remove such property at the time Landlord approves installation of such improvements..

14 . SURRENDER:

At the expiration or any prior termination of this Lease, the Property will be returned to the Landlord in substantially the same good condition it was in at the commencement of this Lease with a suitable ground cover approved in advance by the Soil Conservation Service. Crop residue from no-till crop production will be accepted as ground cover.

15. LIABILITY: NO PARTNERSHIP:

Landlord assumes no responsibility for the condition of the property or for damages to the Property or to any of Tenant's personal property, including but not limited to equipment and machinery, incurred as a result of this Lease, or Tenant's use of the Property. Landlord is not responsible or liable for damages to crops other than as

stated in this Lease. It is expressly understood that the Landlord is not to be construed or held to be a partner, associate or agent of Tenant. It is expressly understood that the relationship between the parties hereto is and must remain at all times during this lease that of Landlord and Tenant.

16.. DEFAULT:

(a) Landlord may terminate this lease if Tenant is in default of the lease. If Tenant fails to correct any violation (except monetary violations which must be corrected immediately) of the lease to the satisfaction of the Landlord, within fourteen (14) days after the sending of notice, the Landlord may, in addition to the right to collect damages, immediately terminate this lease. The Landlord will then be entitled to immediate possession of the Property and any crops remaining on the Property with no obligation to reimburse the Tenant for rent or the crops. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

17.. INSOLVENCY:

In the event of any of the following occurrences, at the option of Landlord, this lease shall terminate along with Tenant's right of possession of the Property and Landlord may regain possession of the Property and seek any other remedy to which Landlord may be entitled:

a. The filing of a petition by or against Tenant for adjudication of Tenant as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended, or for reorganization of Tenant within the meaning of Chapter X of the Bankruptcy Act, or for an arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against Tenant under any future bankruptcy act for the same or similar relief; or

b. The appointing of a receiver or trustee of a substantial portion of the property of Tenant, whether instituted by or against Tenant (and if Tenant is an entity, the dissolution, or liquidation of Tenant); or

c. The taking possession of the property of Tenant by any governmental office or agency pursuant to statutory authority for the liquidation of Tenant's assets; or

d. The making by Tenant of an assignment for the benefit of creditors.

18. QUIET POSSESSION:

Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on Tenant's part, the Tenant shall at all times during the term of this lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

19.. STATUTORY PROVISIONS:

It is understood, agreed and covenanted by and between the Parties that the Landlord and Tenant, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Lease Term.

20. NO BROKERAGE:

Tenant represents and warrants that he has not retained anyone to solicit or secure this Lease from Landlord, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained

by the Tenant for the purpose of securing business or an attorney rendering professional legal services consist with applicable canons of ethics.

21. NON-DISCRIMINATION:

Tenant agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Tenant assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

22. PUBLIC EMPLOYMENT:

Tenant understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

23. GENERAL PROVISIONS:

(a) Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

(b) Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Lease, Landlord and the Tenant shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other

remedy. Failure by Landlord or Tenant to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.

(c) Governing Law: The provision of this Lease shall be governed by the laws of the State of Maryland. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

24. BENEFIT AND BURDEN:

The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties hereto and each of their respective representative, successors and assigns.

25. WAIVER OF JURY TRIAL:

Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Lease, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in Montgomery County, Maryland

26. MAIL NOTICES:

All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

COUNTY:	TENANT
Montgomery County, Maryland Department of General Services	

Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

Tel #: 240-777-6088
Fax #: 240-77 7-7259

With copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this LEASE to be properly executed.

WITNESS:

LANDLORD:

MONTGOMERY COUNTY GOVERNMENT

By: _____

By: _____
Ramona Bell-Pearson, Assistant Chief Administrative Officer

Date: _____

WITNESS:

TENANT:

By: _____

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

By: _____
Associate County Attorney

Date: _____

RECOMMENDED :

By _____
Cynthia Brenneman, Director
Office of Real Estate

Date: _____

EXHIBIT "C"

PROPERTY DAMAGE AND LIABILITY INSURANCE:

INSURANCE: Tenant must during the term of the lease maintain at his own cost and expense and keep in force and effect until termination of the lease the following insurance with an insurance company licensed to do business in the State of Maryland:

Commercial General Liability

A minimum limit of liability of one million dollars ($1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including contractual liability, premises and operations, independent contractors, products and completed operations and personal injury coverages.

Automobile Liability Coverage

A minimum limit of liability of five hundred thousand dollars ($500,000) combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

Worker's Compensation/Employer's Liability

Coverage must meet all requirements of Maryland law with the following minimum limits:

Bodily injury by accident- $100,000
each accident Bodily injury by disease
- $500,000 policy limits Bodily injury
by disease - $100,000 each employee

The required insurance must be evidenced by a certificate of insurance or copy of the insurance policy delivered to Landlord naming Landlord as an additional insured on all liability policies. The insurance policy must provide written notice to Landlord of cancellation or material change of any policy per the policy provisions.

The holder of any certificate of insurance delivered pursuant to this lease is: Montgomery County Maryland
Department of General Services
101 Monroe Street
Rockville, Maryland 20850
Attn: ----------

EXHIBIT "D"

BID TABULATION SHEET

Instructions: Enter factor for the Proposed Unit Rent, in USD, in column "A". Multiply factor in column "A" Proposed Unit Rent with factor in column "B" Acres. Enter product in column "C" Proposed Bid Price.

Property	**"A" Proposed Unit Rent**		**"B" Acres**		**"C" Proposed Bid Price**
1). HUANG	$_____	x	429	=	$_____
2).SHAFER	$_____	x	86	=	$_____
3).FINNEGAN	$_____	x	108	=	$_____

Proposer Name: _____
(Print)

Proposer Signature:_____

Date:_____

*Proposed Unit Rent should include ALL necessary costs to achieve the objectives in Section II. Objectives and the requirements of Exhibit "A", sample Lease Agreement. Rent should account for, but not be limited to ALL necessary overhead expenses, equipment materials and labor.