

Request for Proposals for Long-Term
Agricultural Lease using Regenerative
Practices and Traditions on:



Pierpoint Property
16701 River Rd Poolesville,
Montgomery County,
Maryland
Seneca Creek State Park

Vision:

Agriculture is one of the central themes in Maryland's rich and complex history and remains an important part of our state's culture. Agricultural land use can also provide important food for wildlife and when done regeneratively, can even help to restore soil carbon. Seneca Creek State Park has a long-standing history of leasing land to private entities for short-term agricultural use. Pursuant to the authority given to the Department of Natural Resources (DNR) by the Chesapeake Bay Legacy Act (2025), DNR has made available agricultural lands for lease to farmers who agree to implement practices that support healthy soils and regenerative practices and traditions [Maryland Code, Natural Resources, Section 5-2102(a)]. The Pierpoint property, located within the River Road area of Seneca Creek State Park, has approximately 111 acres of land with poor soil conditions due to agricultural overuse that would significantly benefit from regenerative agricultural practices. For this reason, the Department is seeking a partner for a **long-term** agricultural lease (i.e., 10 years with a potential option for extension) who is interested in deploying regenerative agricultural practices in this area to rebuild soil carbon, reduce erosion, improve water quality and enhance the overall environment. The Department will give preference to applicants who intend to use the property for small-scale, environmentally friendly farming operations. Additional details on the available agricultural land and suggested agricultural practices can be found on page six of this RFP.

In addition to the farming fields themselves, Pierpoint is situated between an existing curatorship and the historic Seneca Schoolhouse, and the Maryland Park Service intends for this area to be dedicated to interpretive efforts for school-aged visitors. Adding agriculture that prioritizes regenerative practices and traditions to this area would provide a host of educational opportunities. The Department will also give preference to applicants who intend to include public programming and events as part of their efforts.

The Department will also entertain other creative proposals that incorporate regenerative and/or otherwise sustainable farming practices that achieve similar goals to the details included below. The details included on page six describe the suggested regenerative agriculture principles, but these are not prescriptive.

Non-profit, private and/or commercial entities are welcome to apply but lease terms may vary depending on the nature of the proposal. Given that the property is owned by the State for the benefit of the general public, applicants should include regularly scheduled public programming and/or recreational access as a part of their proposal. Seneca Creek State Park interpretive programs and the nearby historical Seneca schoolhouse and Seneca Mill and Quarry ruins may be interested in collaborating on public programming. General public visitation to the site may also occur. For more information, please visit page nine.

History of the Property:

The Maryland Department of Natural Resources acquired the property from Eugenia Pierpoint in 1972. The land was already in agriculture when the state acquired it and that usage has continued to this day, largely because the soils in the area are considered prime agricultural soils. The entire River Road area of Seneca Creek, bordered by River Road and the C & O Canal Historic Park, Tschiffley Mill and the McKee-Beshers Wildlife Management Area, is open for all hunting seasons listed in the Guide of Hunting & Trapping in Maryland. This hunting area is significant because it offers extensive continuous all seasons, all weapons public hunting between the McKee-Beshers Wildlife Management Area and Seneca Creek State Park. Hunting on this property is also one of the long-standing historic uses of the property. Any response to this RFP must consider how their usage can be compatible with adjacent hunting.

The adjacent historic Seneca Creek schoolhouse is owned by Seneca Creek State Park but operated and maintained by Historic Medley District Inc. as part of a long-term lease. In 1865, just as the Civil War was ending, Mr. Upton Darby, a farmer and miller collected subscriptions from his neighbors to start a one-room school. Families contributed cash and skills. The Darby family provided two acres of land as well as the stone and wood for the building. The restored building still stands today and is available for school-age interpretive programming. The area occupied by this long-term lease is not included in the lands available as part of this RFP, see the map on page six for more information.

Additionally, Pierpoint is adjacent to the Quarry Master's House. Owned by Seneca Creek State Park and operated and maintained through a long-term lease as part of the Maryland Resident Curatorship Program, the Seneca Quarry Masters House was built ca. 1830 and was historically used to provide a company-furnished residence for the foreman/managers hired by the various operators of the Seneca Quarries. This area, nor any other permanent, residential housing, is not included in the lands available as part of this RFP. See the map on page six for more information.

Description of Property:

The Pierpoint property at Seneca Creek State Park is approximately 236 acres total with approximately 111 acres available as cropland. The remainder of the area is forested with primarily deciduous hardwood trees. No permanent, residential housing is available as part of this agricultural opportunity. The property is bordered by River Road to the north, Tschiffely Mill Road to the east, the Potomac River to the south, and leased traditional (row crop) agricultural land to the west. The existing agricultural fields at Pierpoint are within a quarter mile of the Potomac River, highlighting how important nutrient management and erosion control are on this property. More than 90% of the soil types in this area are prime farmland soils, only the areas indicated on the soils map as 21D, 21F, and 22A are not. All soils are well drained, silt loam. The elevation of the property is gently sloping toward the Potomac River, with soil slopes ranging from 0 to 15 percent in 90% of the property. In a few areas, soil slopes can get up to 50%, but none of these areas occur in the agricultural fields. In several areas, there are obvious signs of soil erosion and land overuse as well as natural drainage pathways cutting into the fields. Additionally, according to the MD iMAP Data Catalog for Maryland Waterbodies, there is a stream that flows through one field. The fields were removed from traditional, row-crop agriculture in 2022 and have been maintained in a mixed species cover crop, mowed annually, ever since.

Map of the Soil Types at Pierpoint



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/26/2021
Page 1 of 3

Soil Map—Montgomery County, Maryland
(Pierpoint Property Soil Map)

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Montgomery County, Maryland
Survey Area Data: Version 17, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

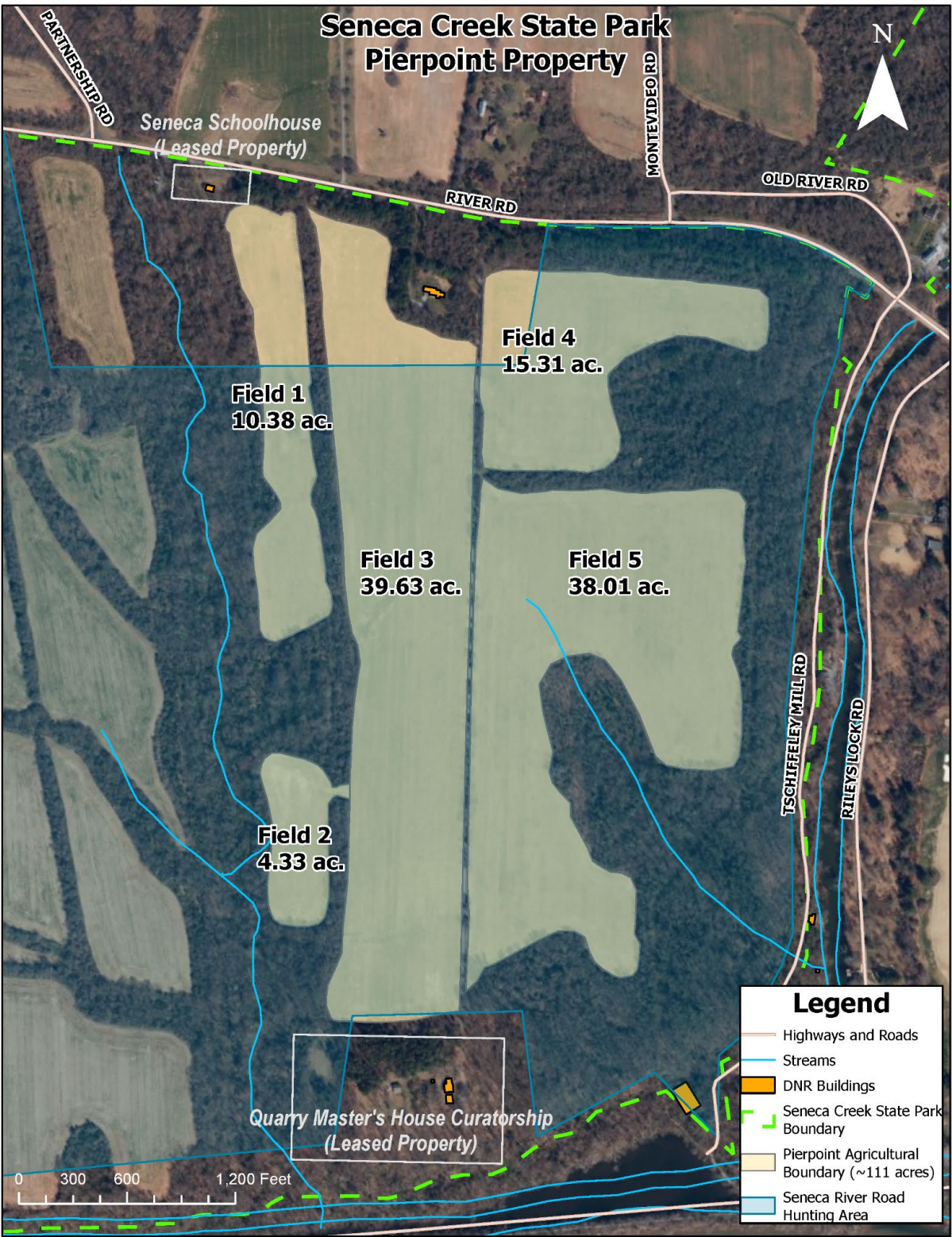
Date(s) aerial images were photographed: May 20, 2021—Jun 18, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
19B	Bucks silt loam, 3 to 8 percent slopes	7.2	3.7%
21A	Penn silt loam, 0 to 3 percent slopes	17.6	9.0%
21B	Penn silt loam, 3 to 8 percent slopes	128.0	65.6%
21C	Penn silt loam, 8 to 15 percent slopes	22.8	11.7%
21D	Penn silt loam, 15 to 25 percent slopes	5.9	3.0%
21F	Nestoria-Rock outcrop complex, 25 to 50 percent slopes	10.5	5.4%
22A	Readington silt loam, 0 to 3 percent slopes	2.9	1.5%
Totals for Area of Interest		195.0	100.0%

Map of the Property Boundaries and Agricultural Areas



Summary:

The goal is to enact a program of “Regenerative Practices and Traditions” to improve soil health and water quality in support of other Maryland Park Service operational goals, such as providing recreation and interpretive opportunities.

Program Rationale: DNR has many parcels of prime agricultural soils that would benefit from regenerative practices and traditions to increase soil carbon and improve erosion and water quality issues. The purpose of this Request for Proposals (RFP) is to provide a pilot Regenerative Practices and Traditions lease model that will explore small-scale, sustainable agricultural production combined with public interpretation and adaptive reuse to restore farmland and improve the aesthetic look of state parks.

It should be noted that Maryland is comprised of several large Metropolitan Statistical Areas, and has some of the most expensive land, including agricultural land, in the country. Farmlands in state ownership present the potential for a unique economic partnership with semi-public and private entities to provide public opportunities for niche, specialty-farming that are otherwise not possible in the State, given high land costs. In this way, this program is intended to serve underserved communities by providing access to land and reducing barriers to entry for new farmers. This program could also drastically reduce operation and maintenance costs associated with MPS land management, improve the aesthetic look and feel of parks, and train new and younger generations of farmers.

Combined with public access, these areas could become a state tourism draw and additionally provide valuable products (e.g., local farm food goods, herbs, bedding plants, etc.) back to the community for purchase (i.e., “Buy Local” nationwide trends for economic development and marketing).

Regenerative Practices and Traditions: The goals of regenerative practices and traditions are to use agricultural land in such a way that the resource improves with use over time in terms of quantity, quality and/or function. Regenerative agriculture prioritizes improving soil health and water quality through prioritizing excessive photosynthetic activity to build soil organic matter. Regenerative agriculture is a form of land management that produces agronomic output(s) while enhancing ecosystem function, increasing biodiversity and mitigating climate change. The core principles of regenerative agriculture are as follows:

- **Minimize soil disturbance:** Use low- or no-till practices to preserve soil microbiology and structural integrity for adequate water infiltration and respiration.
- **Keep soil covered:** Maintain constant soil cover to minimize soil compaction, erosion, temperature extremes, moisture evaporation, nutrient loss and runoff.
- **Increase diversity:** Encourage plant polycultures to cultivate more diverse, resilient ecosystems on agricultural land that also supports wildlife and pollinators. This practice is frequently deployed by using multi-year, diverse crop rotations.
- **Maintain living roots:** Prioritize deep-rooted plants and maintain living roots year-round. Root systems are the primary method for creating soil organic matter, and soils with extensive root structures have increased stability, function and resilience and provide food, habitat and temperature stability for soil microbiology.
- **Include livestock (where appropriate):** Maintain growth-stage plant life with regular foraging (i.e., key to excessive photosynthetic activity) and increase nutrient availability with animal waste as fertilizer (i.e., key to healthy soil microbiology) by including rotational grazing where possible.

Requirements: DNR requires that any farming operation(s) on state lands be consistent with requirements as developed by the Maryland Department of Agriculture (MDA), Natural Resources Conservation Service and United States Department of Agriculture. Requirements must also meet DNR's expectation for use of the farm site including regenerative agriculture and conservation best management practices. This includes:

- Complying with occupancy rules for the "Premises", which shall be in compliance with all applicable Federal, State and local laws, ordinances, rules, and regulations, whereby the Tenant shall be responsible for obtaining all permits, licenses, inspections and approvals etc. required for the use and occupancy of the Premises, and shall deliver to Landlord (State/MPS) copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. Tenants shall be responsible for, and assume all liability in connection with, any public hearings conducted in connection with the issuance of any permit, license or other government approval.
- Maintaining an up-to-date farmland Conservation Plan to ensure soil health and best management practices (e.g., cover crops, field buffers, grassed waterways, etc.).
- Enacting a Grazing Plan, if livestock production is anticipated, whereby grazing meadows will be provided for animals, and they will be humanely housed and treated with fenced pasture areas located away from State waterways and wetlands. Plans including grazing shall be managed through rotational grazing, rotating animals to new paddocks while providing sufficient rest to allow for plant regrowth prior to animals grazing a paddock a second time. Rotating cattle and allowing for "rest" helps ensure permanent diverse plant cover, a critical component of regenerative agriculture and soil health.
- Enacting appropriate measures, as defined by MDA, if small-scale poultry production is anticipated, including registering birds with the MDA for safety.
- Maintaining a Nutrient Management Plan in accordance with MDA requirements.
- Integrating conservation buffers to improve water quality, soil health, and habitat management as well as providing Field Borders for equipment traffic.
- Addressing existing erosion and other land degradation issues, such as compaction, organic matter depletion, aggregate instability, and soil organisms' habitat loss and/or degradation.

Proposal Scoring Criteria: Submitted proposals will be scored by a team of subject matter experts, local land managers, and other representatives from DNR and agricultural agencies (e.g., Maryland Department of Agriculture, County Soil Conservation District, etc.). Scoring criteria will include the following (for more information see page nine):

- Prior agricultural and natural resources restoration experience
- Adherence to proposal requirements, including the core principles of regenerative practices and traditions
- Financial ability to undertake the proposal, including proposed per-acre rent considerations
- Strength of proposed public engagement components

*Project Review with the MPS will be required for all planning and construction efforts onsite. Guidance regarding required state and local permits, licenses and registrations can be found at the University of Maryland Co-operative Extension (<http://extension.umd.edu/locations/montgomery-county>). Tenants shall contact the local Soil Conservation District in Montgomery County to acquire assistance in preparing any farm plans that may be required to occupy and use the premises. Any necessary plans must be filed with SCD and approved by the MDA and DNR. Infrastructure improvements such as electricity, fencing, reliable water sources, animal shelter, and any other ground-disturbing activities will need to be approved by MPS. Any applicable state and local permits mandated by law will be required, including potential Maryland Historical Trust review if the site is historically significant.

Proposals should contain the following:

Cover Letter: Describe your general plans for the property, your experience and why you are interested in the property. Please indicate if you are interested in the entire property (i.e., 111 acres) or a subsection. In addition, describe how your proposed plan benefits the public and how it fits into the mission of the Maryland Park Service.

Resume(s): Insert a resume for each prospective farmer. Information about, and photographs of, previous, related projects may be included. You may also submit information about any consultants, contractors, suppliers or workers you plan to use.

Financial Disclosure Statement and Proposed Per-Acre Rent: Financial disclosure forms are available from our program website (<https://dnr.maryland.gov/land/Documents/Stewardship/PersonalFinancialStatement.pdf>) or from any bank or lending institution. In addition to this form, provide a written statement indicating how you plan on financing your proposed restoration of the property. In your Business Plan, please include your proposed per-acre rent for the property. The winning proposal will **not** be automatically granted to the highest per-acre bidder; however, rent will remain a scoring consideration.

Agricultural or Other Business Plan: Provide a written description of proposed agricultural activities, including any proposed structures and utility needs, and how they meet the requirements described on page eight, including incorporating best management practices to deal with existing erosion and other land degradation issues as needed. This plan must also include the beginnings of a legally sufficient Grazing Plan if grazing animals are to be kept on the property. If you are proposing another activity, please include detailed descriptions of the activity along with a business plan. Additionally, please indicate if you plan to incorporate any on-site retail activities (e.g., farm stands, produce sales, etc.).

Public Engagement or Interpretive Programming Plan: Provide a written description of how public access to the property will be incorporated into the overall effort, including details regarding frequency of public events and potential content of educational or interpretive programs. All public programs are subject to coordination with and approval from park staff prior to authorization, however pre-coordination is not necessary as part of RFP submission. Proposals that include a strong public access component will be prioritized.

Schedule of Plan Implementation: Provide a step-by-step schedule of each phase of implementation with cost estimates, showing which tasks are to be accomplished in each year (up to 10 years) of the project. Indicate at what point public access or engagement will begin. There is no set format for the Schedule of Implementation, as applicants should develop their own thorough and logical schedule. Concept drawings and plans are encouraged but not required.

Completed proposals are to be submitted to:

Director of Planning and Project Review
Maryland Park Service
Tawes State Office Building
580 Taylor Avenue, E-3 Annapolis, MD 21401
(410) 353-6285
Jonas.williams@maryland.gov

By Friday, October 9, 2026, at 5:00 p.m. ET

For more information on RFP schedule, including a pre-bid site visit and deadline for questions, see page 10.

All materials submitted become the property of DNR and will not be returned.

DNR reserves the right to reject any and all proposals and to withdraw this RFP at any time.

For more information, call (667) 458-9065.

RFP Issue Date	August 25, 2026
Proposal Due Date	October 9, 2026 by 5:00 p.m. ET
Pre-Bid Site Visit	September 3, 2026 at 10:00 a.m. ET 16701 River Rd Poolesville, MD 20837
Deadline for Questions	The deadline for questions is September 22, 2026 at 5:00 PM ET. Questions and/or inquiries must be submitted in writing to the contact listed below. Responses will be posted the website by September 30, 2026.
Program Website	https://dnr.maryland.gov/Pages/rptp.aspx
RFP Official Contact	Jonas Williams, Maryland Park Service Jonas.williams@maryland.gov



Note: A sample agreement was provided as part of this RFP package. Once a proposal is accepted, additional lease considerations will be necessary to address the specifics of the selected proposal. All new lease language will occur in Section 6 Special Conditions Pertaining to Land. All other agreement provisions are standard. Detailed discussion on lease agreement provisions between DNR and the selected farmer is expected once a proposal is selected.

For more information, contact:

Director of Planning and Project Review
Maryland Park Service
Tawes State Office Building 580
Taylor Avenue, E-4
Annapolis, MD 21401
(410) 353-6285
Jonas.williams@maryland.gov

Photo credits: Madeline Williams

**STATE of Maryland
Department of Natural Resources
580 Taylor Avenue, E-4
Annapolis, Maryland 21401**

PART I - LONG-TERM AGRICULTURAL AGREEMENT: REGENERATIVE PRACTICES AND TRADITIONS

Date: _____ Land Unit/County: _____ Property Name: _____
Property Address: _____
Acreage/#of Parcels: _____
Intended Uses: [*crops, grazing, cut flowers, etc.*]
Land Unit Manager Name: _____
Land Unit Manager Contact Info: _____
Participant Name: _____
Participant Contact Info: _____

PURPOSE

The Maryland Department of Natural Resources (DNR) has established this Regenerative Practices and Traditions agricultural program to lease property to farmers advancing healthy soils, producing locally grown food that can be made available to local communities, and providing interpretation to visitors on the benefits of regenerative practices and traditions. Regenerative Practices and Traditions are defined in state law as:

(i) “Regenerative practices and traditions” means a form of land management and stewardship approaches and practices that:

1. Draws on traditions and innovations from African, Indigenous, and original land stewards;
2. Promotes culturally important food and climate justice programs and initiatives; and
3. Enhances the land and ecosystem through adaptive land management practices that improve soil health and water quality, restore biodiversity, mitigate climate change impacts, and provide the greatest community benefits.

(ii) “Regenerative practices and traditions” includes practices such as producing food in the State for distribution within the State.

MD Code, Agriculture, § 2-1901(a)(4), as amended from time to time.

Regenerative Practices and Traditions support the state’s directive for healthy soils (see Guiding Principles below), and are aligned directly with the DNR’s mission, allowing for restoration of the soil and overall environmental health of the land, while also maintaining the State of Maryland’s historic connection to farming and enabling local community-level farmers to partake in agriculture in areas where land is difficult to obtain for this purpose. Pursuant to the authority given to DNR by the Chesapeake Bay Legacy Act (2025), DNR has made available agricultural lands for lease to farmers who agree to implement practices that support healthy soils and regenerative practices and traditions. Maryland Code, Natural Resources, Section 5-2102(a).

GOALS

- Improve soil health and increase soil carbon content
- Increase water quality in local streams and rivers
- Reduce runoff and erosion
- Increase available pollinator and other wildlife habitat
- Produce crops or other goods for local community use and consumption
- Provide continued agricultural leasing opportunities in pressured and underserved communities
- Support farmers in accessing land
- Provide recreational or interpretive opportunities for the public to engage with regenerative practices and traditions.

GUIDING PRINCIPLES

- Minimize soil disturbance: Use low- or no-till practices to preserve soil microbiology and structural integrity for adequate water infiltration and respiration.
- Keep soil covered: Maintain constant soil cover to minimize soil compaction, erosion, temperature extremes, moisture evaporation, nutrient loss and runoff.
- Increase diversity: Encourage plant polycultures to cultivate more diverse, resilient ecosystems on agricultural land that can also support wildlife and pollinators.
- Maintain living roots: Prioritize deep-rooted plants and employ farming practices to maintain living roots.
- Include livestock if appropriate: Maintain growth-stage plant life with regular foraging and increase nutrient availability with animal waste as fertilizer by including rotational grazing.

OUTCOMES

Participant will provide a written agricultural plan in advance of each growing year detailing the farming practices and other activities planned for the upcoming season. This plan should include any planned infrastructure improvement or development and grant applications or other funding requests.

At the conclusion of each growing season, the Participant shall provide a written report detailing the progress and results of the prior year's season including outcomes reached and goals achieved as well as any challenges encountered. This report should also include updated soil testing results.

Participant will provide a yearly Public Engagement Workplan with a schedule of public events and subsequent visitation data to the land manager, showing successful outreach efforts.

Name of Participant:

Signature of Participant:

PART II - LEASE
CROPS [long term lease]

THIS LEASE AGREEMENT (this "Lease") is made on _____, 2026, by and between the STATE OF MARYLAND, acting through the Department of Natural Resources ("Landlord") and _____ ("Tenant").

1. Description of Land.

Approximately _____ parcels or fields of land, totaling approximately ____ acres of land, more or less, as shown on the MAP attached.

Former Owner
[list as applicable]

Deed Date

County

Liber/Folio

2. Term.

10 years from the date this Lease is approved by the Maryland Board of Public Works.

3. Renewal.

One (1) additional 10-year term. Tenant shall request renewal term at lease 6 months prior to the expiration of the initial term. Landlord shall accept or decline renewal in writing prior to the expiration of the initial term. Lease shall not be renewed if Tenant is in default of this Lease or any other agreement with Landlord.

4. Rent and Utilities.

Tenant shall pay the sum of _____ annually as rent for the Land to Landlord, without demand, prior to the start date of the Lease and annually thereafter. Tenant shall pay for all utilities, fees, assessments, and/or taxes associated with its use of the Land.

5. Uses Permitted.

Tenant shall use the Land for crop farming purposes only. Tenant agrees to keep the Land in a clean, safe, and sanitary condition and in good repair, to Landlord's satisfaction. Tenant agrees to use all equipment and facilities on the Land with care and for intended purposes only, and to refrain from deliberately or negligently wasting or damaging the Land or allowing another person to do so. Tenant will not use any portion of the Land, or permit the use of the Land for non-agricultural storage, display, personal recreation, permanent residential, or any illegal purposes. Tenant shall make all necessary repairs and replacements to the Premises, including its improvements, fixtures, and grounds. Any structures or fixtures installed in a permanent manner become a part of the Land and the property of the Landlord. Tenant shall actively manage, fully cultivate and maintain, and regularly weed the Land year-round for the full Term. If Tenant fails to maintain the Land for a period of 90 days or more, the Land shall be determined abandoned and this Lease shall terminate. Thereafter Landlord shall repossess the Land.

6. Special Conditions Pertaining to Land. NOTE: Additional Special Conditions to be determined based on proposals received.

- a. Land and Water Conservation Fund. Tenant acknowledges that the property is subject to the rules, restrictions and stewardship requirements of the Federal Land and Water Conservation Fund (LWCF) Program, which supports the protection of public lands and waters. LWCF investments secure public access, improve recreational opportunities, and preserve ecosystem benefits for local communities. Documented environmental benefits and public access allowances are requirements as part of this Lease.
- b. Tenant shall share any copies of any gate keys and/or lock combinations with Landlord for access. Landlord shall retain property access to all forest buffers.

7. Conditions Pertaining to all Cropland.

- a. Tenant shall provide three annual reports to Landlord, with exact submission deadlines and report format determined by the Land Manager.

- Tenant shall provide a written Annual Agricultural Plan in advance of each growing year detailing the farming practices and other activities planned for the upcoming season, including expected chemical and organic additive applications. This plan should also include any planned infrastructure improvement or development and grant applications or other funding requests. Landlord approval of the Annual Agricultural Plan constitutes approval of all agricultural activities described within; however, any infrastructure or funding requests require more detailed review (See Sections I and J for more information). Deviations from this Annual Agricultural Plan are acceptable, however will require additional notification to Landlord.
 - Tenant shall provide a yearly Public Engagement Workplan with a proposed schedule of public events and outreach. For more information, see Section P.
 - At the conclusion of each growing season, Tenant shall provide a written report detailing the progress and results of the prior year's season including outcomes reached and goals achieved as well as any challenges encountered. This report should also include updated soil testing results. Report shall also include public outreach metrics, showing successful outreach efforts.
- b. All equipment and vehicles used in furtherance of the purposes of this Lease shall be parked or stored on the Land only. Tenant shall not use any adjoining lands for parking or storage.
 - c. Tenant shall follow good agricultural practices in grazing livestock on the Land. Tenant shall provide Landlord with copies of any soil tests obtained by Tenant or requested by Landlord to confirm organic carbon, aggregate stability, biodiversity and continued fertility of the soil. Tenant must obtain and follow a current Nutrient Management Plan in accordance with Maryland Department of Agriculture regulations. Tenant shall provide Landlord with a copy of the Nutrient Management Plan upon request. Tenant further agrees that Landlord may collect soil samples for testing from the Land upon prior notification to Tenant.
 - d. A list of all chemicals intended to be used on the Land shall be included in the Annual Agricultural Plan submission. Additional chemical applications not included in the Annual Agricultural Plan must be approved by the Landlord prior to application.
 - e. A list of any organic additives (for example, composted material, sludge, or any type of manure) intended to be used on the Land shall be included in the Annual Agricultural Plan. Additional organic additive application not included in the Annual Agricultural Plan must be approved by the Landlord prior to application or delivery to the property. The use of organic additives or other nutrient materials must be consistent with the Nutrient Management Plan requirements.
 - f. Tenant shall control Johnson grass, Canada Thistle, and any other noxious weed (as designated by the Maryland Department of Agriculture), on the Land in compliance with Title 9, Subtitle 405, of the Agriculture Article of the Annotated Code of Maryland, as amended from time to time. If Johnson grass, Canada thistle, or any other noxious weed exists on the Land, Tenant shall file a timely plan of compliance with the Maryland Department of Agriculture and shall promptly provide Landlord with a copy of such plan. Tenant shall control other non-native invasive plant species to the degree that is reasonable and to the best of their ability, however complete eradication and suppression is not expected.
 - g. Tenant shall not graze, plant, harvest, plow, disc, or use fertilizers, pesticides, or insecticides within one hundred (100) feet of either side of the top edge or bank of any wetland, creek, run, river, tributary, drainage ditch, or natural water course on the Land or as directed by the Area Manager. Tenant shall control noxious weeds in said one hundred (100) foot area by mowing and/or applying approved herbicides for the purpose of establishing a perpetual vegetative buffer.
 - h. Tenant shall also maintain all existing conservation practices on the Land, including grassed waterways on the Land.
 - i. Tenant shall maintain a ground cover on the Land sufficient to support grazing livestock and shall follow best management practices to prevent surface erosion from occurring. Tenant shall not allow any type of livestock to access any type of natural waterway.

- j. Tenant shall provide all work stock, machinery, equipment, fertilizers, and seed used on the Land, and shall maintain or erect all necessary fences and assume all costs required to operate the farm in accordance with all terms of this Lease.
- k. Tenant shall maintain and/or mow publicly accessible areas as directed by the Landlord's Area Manager.
- l. Tenant agrees to work with the County Soil Conservation District to develop and abide by an approved Soil and Water Quality Plan(s) and supplementary Grazing Plan(s) developed for the Premise during the term of this Lease. The Grazing Plan must include guidance for maintaining or erecting all necessary fences and structures, in coordination with Landlord, for the grazing and pasturing of animals, ensuring such animals have adequate water and access to pasture areas and structures to protect from adverse weather and predators. The Grazing Plan shall also ensure waterway, waterbody, and wetland protection, where applicable, and, upon termination of the Lease, ensure a suitable sod cover for barren area(s) (i.e., overgrazed, grassless areas), as directed by Landlord. Rotational grazing is required if at all possible, whereby Landlord shall not be responsible for rotating Tenant's animals, or be responsible for animal welfare in general, which shall be the sole responsibility of the Tenant. Tenant shall not overgraze areas or saturate grazing areas with more animals than a grazing area can accommodate, in accordance with the Grazing and Pasturing Plan.

8. Terms and Conditions for All Leases.

- a. **Permits and Licenses.** Tenant is solely responsible for obtaining any and all permits, licenses, or any other permissions necessary or required for the operation of its use of the Land. If Tenant is a business entity, it shall be properly registered to do business in the State of Maryland, in good standing with the Department of Assessments and Taxation, and shall not have any outstanding taxes or fees owed to the Comptroller of Maryland or other taxing authority.
- b. **Termination and Surrender.** Tenant may terminate this Lease by providing sixty days' notice to Landlord. Tenant shall pay all rent due through the date of termination. **Termination For Convenience.** This Lease may be terminated by Landlord in accordance with this clause in whole, or from time to time in part, whenever Landlord determines that such termination shall be in the best interest of the State of Maryland. This includes the ability for the Landlord to withdraw acreage from the Land leased herein if Landlord determines, in its sole and complete discretion, that such acreage is needed for wildlife habitat and/or protection, soil restoration, forestry and/or agricultural research, water quality and erosion and sediment control, planned preservation/conservation measures or any other public use or purpose. If Landlord terminates this lease or withdraws any acreage, it shall provide as much notice as possible to Tenant, but at least 12 months. Upon withdrawal of acreage, Rent for the remainder of the Term of this Lease shall be adjusted on a pro-rata basis. Tenant shall have the right to harvest any crops planted prior to receiving notice that remain on the Land after the termination date. At Lease termination, Tenant shall promptly surrender possession of the Land in good order and repair, remove all its owned equipment, personal property, and any trash and debris from the Land, and repair any damage to the Land caused by such removal.
- c. **Rent Payments and Late Charges.** Tenant promises to pay promptly the annual rent due without any demand, deduction, or counterclaim whatsoever. Rent shall be paid before the beginning of the anniversary of the Term, and no later than the 15th day after the due date each year. If the rent is not paid by the 15th day of the month due, it shall be deemed late, and Tenant will pay interest, as additional rent, at a rate of **Five Percent (5%)** per month for each month the rent is not paid by the due date. If the full Annual Rent due is not paid within Ninety (90) days of the due date, the outstanding rent shall be deemed delinquent.
- d. **Payment Instructions.** Electronic/ACH is the preferred payment method.

Account Name:	State of Maryland - Department of Natural Resources
Account Number:	4105085708
Type of Account:	Checking
Bank Name:	Wells Fargo Bank, N.A.
Bank Address:	420 Montgomery Street, San Francisco, CA 94101
ABA Routing Number:	121000248

ACH Coordinator: May Wong

- e. **No Assignment or Subletting.** Tenant shall not in any way assign or sublet any or all of the Land or the Lease without first obtaining written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Sharecropping is considered to be a form of subletting and is strictly prohibited.
- f. **No Liens.** Tenant has no authority, express or implied to encumber the Land or take any action resulting in a lien being placed on the Land, including any materialmen's lien or UCC Financing Statement on fixtures. If such lien or claim is made against the Land or its fixtures, Tenant shall take all efforts to immediately have the lien removed or released at its own cost. If not released or removed within 15 days of notice, Landlord may release or remove the lien and Tenant shall reimburse Landlord for all costs thereof.
- g. **Compliance With Laws And Rules.** Tenant shall comply with all applicable laws, regulations, and rules of any governmental authority, including but not limited to those adopted by DNR, the Maryland Department of Agriculture ("MDA"), the Natural Resources Conservation Service ("NRCS"), the United States Department of Agriculture ("USDA"), and the United States Soil Conservation District for the County in which the Premises are located ("SCD"). Tenant shall maintain a complete written farming history of the Land during the entire Term of the Lease and shall follow any farming recommendations of the USDA, MDA, and the SCD. Tenant agrees to obtain and comply fully with Soil and Water Quality Plan(s) developed for the Land during the Term of this Lease.
- h. **Water Conservation.** Where applicable, the Tenant shall provide any surface or groundwater withdrawal permits issued by MDE for crop irrigation. No new surface or groundwater withdrawal permits may be applied for without written consent by Landlord.
- i. **Improvements/Fixtures.** Tenant shall not make any alterations, additions, or improvements to the Premises, without the prior written consent of Landlord. Tenant shall provide Landlord with a written proposal including a detailed description, cost estimate, and work schedule for any project, along with any other information requested by Landlord. The written proposal must go through the official Department Internal Project Review process for approval prior to installation. All such work must be conducted in accordance with Tenant's approved plan, at Tenant's sole expense, unless otherwise agreed in writing between the parties. All permanent alterations or improvements become part of the real property and shall not be removed from the Premises at the end of the Term unless otherwise required or agreed by Landlord in its sole and absolute discretion. Any temporary machinery, equipment or fixtures installed by the Tenant at no expense to the Landlord and used in the conduct of the Tenant's trade or business (rather than to service the Premises generally), shall remain the Tenant's property and shall be removed by the Tenant at the end of the Term.
- j. **Funding and Grants.** Tenant shall acknowledge that Landlord will not provide internal Department funding for property upkeep or infrastructure improvements unless extreme, extenuating circumstances arise on a case-by-case basis, at Landlord's sole discretion. Landlord will cooperate to the greatest extent possible with Tenant on external funding requests, including grant applications, Federal and State cost-share requests, and other funding sources as applicable. Tenant must seek written approval from Landlord before submitting any external funding requests.
- k. **Insurance.** Tenant is responsible for maintaining adequate insurance on Tenant's personal property, crops, or equipment placed on, in, or about the Land or used on the Land. All personal property, crops, vehicles, and equipment belonging to Tenant and placed or used on the Land shall be placed or used there at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto arising from any cause. Tenant shall not permit anything to be done on the Land in contravention of any insurance policy in force thereon, or which will increase the insurance risk on the Land. Tenant shall maintain general liability insurance and any required insurance for personal injury, death, or damage to the person or property of any employee, volunteer, or other invitee of Tenant to or on the Land.
- l. **Hold Harmless.** Tenant shall indemnify and hold harmless the State of Maryland and DNR, its officers, agents, and employees, from any and all liabilities, claims, expenses (including attorneys' fees), or demands of any kind made against the State of Maryland and DNR: (i) arising out of or in connection with a breach, violation, or non-performance of this Lease by Tenant or Tenant's employees, agents, licensees, or invitees, (ii) arising out of or in connection with Tenant's use or occupancy of the Land, or (iii) arising out of authorized public use of the Land Unit, including but not limited to the leased Land.

- m. **Landlord's Right of Entry and Public Access.** Landlord and Landlord's agents shall have the right to enter upon the Land at all reasonable times for the purpose of inspection or to make such alterations or repairs as may be deemed necessary, and at all times in case of an emergency. Landlord reserves the right to use and grant the right to use all access roads, rights-of-way, easements, or driveways in and about the Land at all times.
- n. **Trails and Trail Heads.** Landlord reserves the right to use and maintain access of existing trails for public use on and/or immediately adjacent to the Land. Consistent with DNR's mission to provide diverse recreational opportunities to the public, Landlord also reserves the right to permit public trail use on any agricultural field edge borders/buffers, upon reasonable notice to the Tenant. Landlord shall endeavor to provide Tenant with information as to the location(s) of existing trails and potential future trails prior to execution of this Lease. In the event that after execution of this Lease, the Landlord identifies new trails to be made available to the public, the Land Unit Manager will provide notice to the Tenant in advance of public use. Tenant shall maintain unobstructed access to trail heads by trail users and first responders, and shall ensure that trail heads remain free of obstructions at all times
- o. **Public Access: Hunting. Tenant acknowledges that the Land Unit may be open to the public for hunting.** Tenant further acknowledges that if the Land is located within the Land Unit, the Landlord reserves the right to uphold existing public use hunting agreements on the Land. Landlord will notify Tenant of any adjustments to hunting agreements in a timely manner. Landlord reserves the right to modify public use hunting agreements consistent with Land Unit operations and DNR's mission and policies. Tenant must work with Landlord to develop hunting season plans and protocols to retain public access to hunting areas without major disruption to farming operations.
- p. **Public Education and Access.** Tenant is required to engage with local community organizations, volunteer groups, school groups, and/or the general public to host events on the Premises. Tenant must submit a Public Engagement Workplan annually to the Landlord for approval. Tenant agrees to have all volunteers on the Premises fill out the Maryland Park Service volunteer form, available from the Area Manager. Tenant agrees to provide the Area Manager with a schedule of planned volunteer events at least 30 days in advance if it differs from the approved annual Work Plan. Public engagement events should occur at least annually, and must involve both the public and Park staff.
- q. **Breach And Remedies.** If Tenant violates any obligations of this Lease and fails to cure such default within ten (10) days after receiving written notice thereof from Landlord, this Lease shall at Landlord's option, terminate. Such "Event of Default" shall operate as a notice to quit, and Landlord may recover possession of the Land under any applicable law. Upon such an Event of Default, or if Tenant does not vacate the Land on or before the last day of the Term, Landlord may, in either event: (a) eject Tenant, take possession of the Land and remove or store all personal property found on the Land at Tenant's expense; and/or (b) exercise any other remedy available to Landlord under any applicable law. No waiver by Landlord of any breach of any provision of this Lease shall be construed as a waiver of the provision itself or of any subsequent breach thereof. If Landlord institutes any action for eviction, collection, and/or judgment for rental arrears or violation of the terms of this Lease, Tenant agrees to pay all costs of any such action, including reasonable attorney' fees.
- r. **Notices.** Any notices required to be given by this Lease must be (i) given in writing and (ii) delivered or mailed, by prepaid, certified mail, or overnight courier, or transmitted by electronic mail transmission, to the party's mailing address or email address as follows;

Landlord:

Maryland Department of Natural Resources
Office of Land Acquisition & Planning
Attn: Supervisor, Land & Prop. Mgmt.
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, Maryland 21401
[email? Who?]

Copy to Land Unit Manager:

[add]

Tenant:

[add]

s. General Provisions.

- i. The captions are for convenience only and are not to be read to limit or define this Lease. The provisions of this Lease are binding upon the parties hereto, their personal representatives, successors, and, to the extent permitted, assigns. Time shall be of the essence under this Lease.
- ii. The provisions of this Lease, together with any written addendum attached hereto and signed by the parties, represent the complete and entire agreement between the parties with respect to the Premises.
- iii. This Lease may be amended by and only by an instrument in writing executed and delivered by each party hereto.
- iv. This Lease shall be governed by and construed in accordance with the laws of the State of Maryland. No determination by any court, governmental, or administrative entity or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with applicable law
- v. **Tenant has read and fully understands the terms and provisions of this Lease. Tenant has had the opportunity, at Tenant's discretion and expense, to review this Lease with legal counsel, and has executed this Lease based on such party's own judgment and advice of independent legal counsel (if sought).**

THE PARTIES agree to be bound by the terms contained in this Agreement and Lease.

TENANT:

If Individual

Signature: _____

Print Name: _____

Date Signed: _____

If Company

Signature of Authorized Person: _____

Print Name: _____

Title of Authorized Person: _____

LANDLORD:

State of Maryland, Department of Natural Resources

By: _____

Paul A. Peditto, Assistant Secretary for Land Resources

Approved as to form and legal sufficiency.

_____ Date:

Karen Hulme Alegi, Assistant Attorney General, Department of Natural Resources

**ALL AGRICULTURAL LEASES LONGER THAN FIVE YEARS SHALL NOT BE EFFECTIVE UNTIL
APPROVED AND EXECUTED BY THE MARYLAND BOARD OF PUBLIC WORKS.**

STATE OF MARYLAND

BOARD OF PUBLIC WORKS

WITNESS/ATTEST:

By: _____ (SEAL)
Wes Moore, Governor

John T. Gontrum,
Executive Secretary

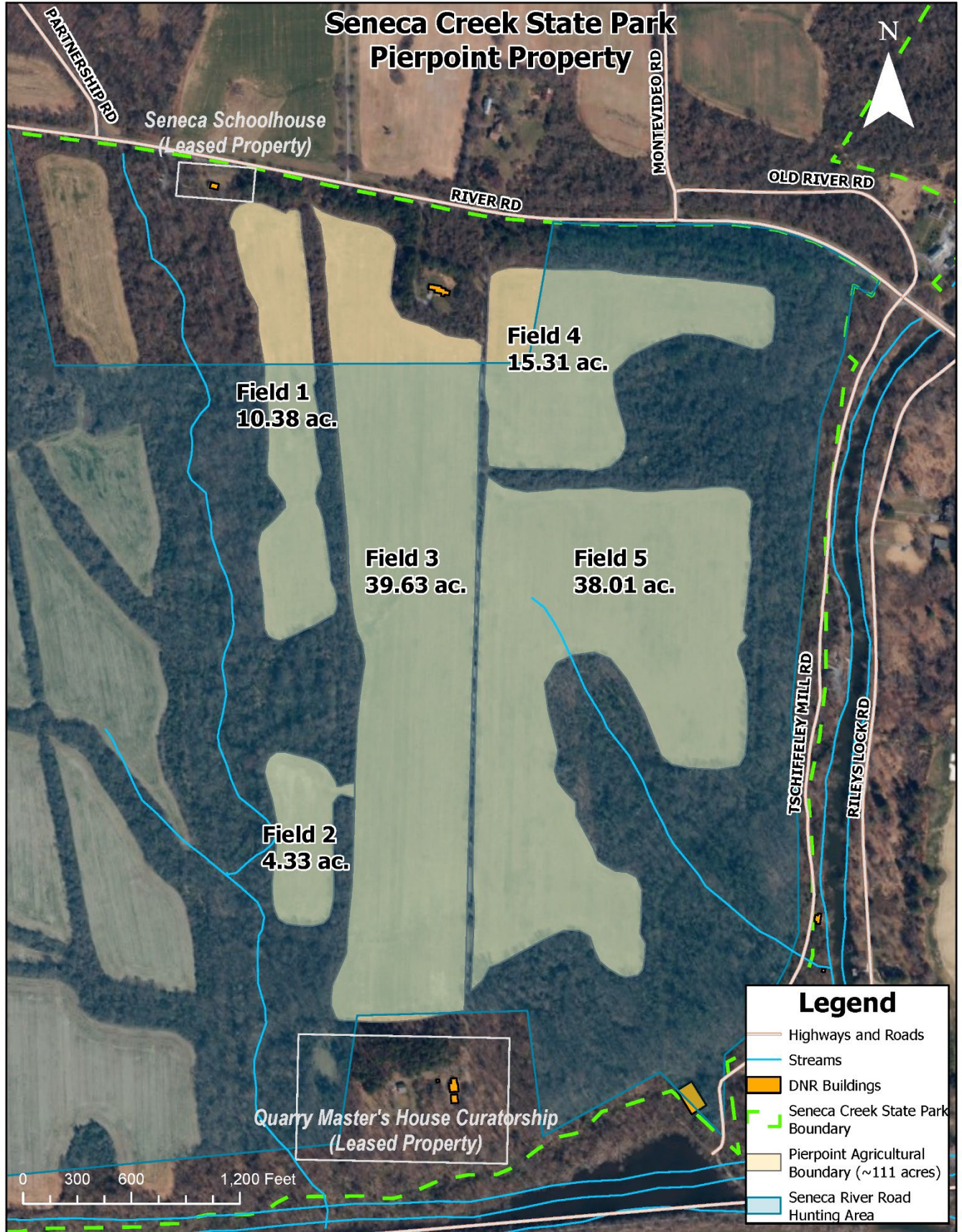
By: _____ (SEAL)
Brooke E. Lierman, Comptroller

By: _____ (SEAL)
Dereck E. Davis, Comptroller

Constituting the Members of the Maryland Board of Public Works

This Lease Agreement was approved by the Maryland Board of Public Works on _____
as Item _____, on the Department of General Services Agenda.

MAP OF LAND



PART III – Agricultural Land Specifications
[Name of Land Unit, Parcel ID/Field#, Acreage]

This section to detail specifics for the particular land unit and Parcel.

SAMPLE