

PUBLIC NOTICE

The Maryland Department of Natural Resources is offering approximately 177.5 acres of cropland in Carroll County by lease through competitive sealed bids for hay farming purposes for five years starting April 1, 2021. Prospective bidders may contact Patapsco Valley State Park, 8020 Baltimore National Pike Ellicott City MD 21043 / 410-461-5005 to obtain a bid package and further information. Bids are due no later than 10:00 am on Wednesday, March 10th, 2021. Minority Businesses are encouraged to participate.

LEASE BID PROPOSAL

Area: Patapsco Valley State Park
410-461-5005
Joe Vogelpohl, Assistant Park Manager

Property: 177.5 +/- acres of cropland farming purposes only
Former Mercer Property - now Norbeck Area
See attached maps for actual locations of each separate field area and storage areas offered for lease.
Address: (in the area of) 392-402 Hoods Mill Rd Woodbine, MD 21797.

Bidder: I, _____, as President or authorized representative of _____ hereby submit the following:
The amount of _____ Dollars (\$ _____) per acre, to total the amount of _____ Dollars (\$ _____)
lump sum for the term of five (5) years to be paid in five (5) annual equal installments of _____ Dollars (\$ _____) on or before the first day of January of each year of the term of the lease beginning April 1st, 2021 and ending December 31, 2026.

Signature of Bidder: _____

Title of Bidder: _____

Full Corporate

Bidder Name: _____

Address: _____

Telephone: _____

Please check your bid to ensure that all blanks have been completed. Failure to provide all required information may result in the rejection of your bid. The successful bidder must comply with all Federal, State, and/or Local laws in leasing the subject property. The successful bidder will be required to sign a Cropland Lease Agreement. A sample copy of the document is attached. The successful bidder will be required to comply with certain special conditions as set forth on the attached sheet to include a minimum acceptable bid amount. Minority businesses are encouraged to participate.

SUCCESSFUL BIDDER NEED NOT BE PRESENT AT THE BID OPENING

Office Use Only – do not complete below:

Bidder Notified: _____ Bidder Accepted: _____
Verified: _____

SPECIAL CONDITIONS

8. SPECIAL CONDITIONS.

- a. All equipment and vehicles used in furtherance of the purposes of this Lease shall be parked or stored on the Premises only. Tenant shall not use any adjoining lands for parking or storage.
- b. Tenant shall follow good agricultural practices in farming of the Premises. Tenant shall maintain a complete written farming history of the Premises during the entire term of the lease, and shall follow any farming recommendations of the United States Department of Agriculture, Maryland Department of Agriculture and/or the Soil Conservation District for the County in which the Premises is located. Tenant agrees to obtain and comply fully with Soil and Water Quality Plan(s) developed for the Premises during the term of this Lease. Tenant shall provide to Landlord copies of soil tests to confirm continued fertility of the soil. Landlord may also collect soil samples for testing from the Premises at all reasonable times.

Bidding and Qualifications:

- The minimum acceptable bid is Forty Dollars (\$40.00) per acre per year.
- Bidder must have a minimum of five (5) years experience managing a commercial crop operation and submit with bid a list of equipment for use in operation to the Landlord's satisfaction. Bidder also must submit with bid a minimum of two (2) professional references.

Required Farming Practices, Operations, and Use of Leased Premises:

- A Nutrient Management Plan (NMP) must be submitted on an annual basis by *March 1st* of each year – see Section 11 of the Cropland Lease Agreement. *Tenant must comply fully with NMP.* Soil fertility levels must be maintained at nutrient levels/ph at or above current levels as shown on the soil fertility report. Plans for nutrient management shall comply with all applicable federal, state, and local laws and regulations. Persons who review or approve plans for nutrient management shall be certified through the Maryland Department of Agriculture: Nutrient Management Certification Program (Maryland Nutrient Management Regulations, COMAR 15.20.04 - Nutrient Management Certification and Licensing.). Plans for nutrient

management that are elements of a more comprehensive conservation plan shall recognize other requirements of the conservation plan and be compatible with its other requirements. Manure and commercial fertilizers are recommended. Proposals to apply mushroom compost (SMS) or other means to build soil fertility through the incorporation of organic content will be considered for suitability on a case-by case basis. *It is the responsibility of the Leasee to conduct end-of-contract soil sampling and provide Landlord a soil fertility report by September 1st of the final year of the contract term.*

- Leasee shall be responsible for noxious weed control on all leased acres and file a timely plan of compliance with the Maryland Department of Agriculture by December 31st of each year of the lease term, with a copy to Landlord (see section 8.e. of the Cropland Lease Agreement). Leasee shall mow to the field edge to preserve acreage and further reduce noxious weed pressure. Tenant must maintain all diversion berms and waterways by mowing at least once per year, or as directed by Landlord.
- Tenant will plant a fall cover crop, as defined by the Maryland Department of Agriculture's **Cover Crop** Program ("Program"), on all fields under this lease where, corn, full-season soybeans or vegetables have been planted during the previous cropping season and where no fall cereal grain is planted. Tenant is encouraged to participate in the Program, and information on the Program can be found at: http://mda.maryland.gov/resource_conservation/Pages/cover_crop.aspx . Landlord, in cooperation with the Tenant, will verify the establishment of a fall cover crop each year of the term of this Lease.
- A complete list of chemicals and additives proposed to be applied to the property, and an accompanying public notification plan, must be submitted to the Landlord annually in writing for approval, prior to any and all field applications. All proposed applications must be performed in accordance with all applicable laws and regulations and by a certified applicator.
- A reasonably consistent mowing schedule shall be maintained from year to year (begin mowing the same area first, second, third, and so on each year). Leasee must maintain all diversion berms and waterways by mowing at least once per year, or as directed by Landlord. To the extent practicable, efforts shall be made to minimize disturbance to wildlife inhabiting hay fields by mowing slowly, looking ahead, and using a flushing bar. Operators shall mow from the center of the field and cut towards the edges, to maximize the opportunity for wildlife to flee ahead of the equipment.
- Work may only be performed between dawn and dusk. No equipment or hay products may be stored outside of leased hay areas beyond the hay season.

Commencement, DNR Use, Liability, and Insurance:

Leasee must maintain Liability Insurance at all times.

DNR retains the right to use the entire leased premises for public purposes such as, but not limited to, public hunting, trail use, field events, etc.

DNR reserves the right to convert additional acreage deemed necessary for wildlife protection, forestry, agricultural research, erosion control, or other public use purpose.

DNR reserves the right to visually inspect bidders' equipment to ensure ability to fulfill conditions of awarded contract.

See additional terms and conditions set forth in the cropland lease agreement and outbuilding lease agreement attached with this package.

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") is made this _____ day of _____, 2021, by and between the STATE OF MARYLAND, acting through the Department of Natural Resources ("Landlord") and _____, ("Tenant"), _____ / _____ (address/telephone).

WHEREAS, Landlord owns and maintains public lands known as Patapsco Valley State Park; and

WHEREAS, within said public lands, Landlord owns property hereinafter referred to as the "Premises", which is not immediately needed by Landlord for the public use, operation, or maintenance of said public lands; and

WHEREAS, Tenant desires to lease the Premises "as is" on a temporary basis until such time as Landlord, for whatever reason, desires to reclaim use and possession of the Premises; and

WHEREAS, this Lease is for the convenience of the State of Maryland and inures to the benefit of Landlord.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, in "as is" condition, the following Premises consisting of approximately 177.5 +/- acres, more or less, as shown on the map attached hereto as Exhibit A and more particularly described as follows: a portion of the former Mercer property acquired by Landlord by deed dated 9/24/99 and recorded among the Land Records of Carroll County at Liber 2266, folio 391.

2. TERM. This Lease shall be for a term of approximately five (5) years beginning on the 1st day of April, 2021, and ending on the 31st day of March, 2026. This Lease is for a fixed term as specified above and may not be converted to a periodic tenancy or reinstated, continued, or otherwise extended beyond that term by any act or omission of Landlord or Tenant. Termination shall occur automatically on the final date of the term specified above without notice of any kind from either party to the other. Tenant must remove all Tenant owned equipment and personal property from the Premises on or before the date of termination.

3. RENT, UTILITIES, AND OTHER ASSESSMENTS. Tenant shall pay Landlord as rent the amount of _____ (\$XX,XXX.XX) per year, payable in advance on the first day of **APRIL** of each year of the term of this Lease without demand. In the event that this Lease begins before the beginning or terminates before the end of the term, Tenant shall pay a pro rata amount for the period until the term begins, or until the end of the term.

Tenant shall also pay promptly when due: (i) all charges for utility services to the Premises including but not limited to electricity, telephone, water and sewer service during the term of the lease, and (ii) all taxes assessed in connection with Tenant's use and occupancy of the Premises, including but not limited to, federal and state income taxes, retail sales taxes, employment taxes, and Real Property taxes assessed against the Premises pursuant to Section 6-102(e) of the Tax Property Article of the Annotated Code of Maryland (1988 volume, as amended from time to time).

4. PAYMENTS; LATE CHARGES. Tenant promises to pay promptly the rent due without any deduction or counterclaim whatsoever. If the rent is not paid by the fifteenth (15th) day of the month due, it shall be deemed late, and Tenant will pay as additional rent a sum of Five Hundred Dollars (\$500.00) per month for each month the rent is not paid by the due date.

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the term of this Lease in an as-is condition.

6. ASSIGNMENT. Tenant shall not in any way assign or sublet any or all of the Premises without first obtaining written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

7. USE OF PREMISES. Tenant shall personally use the Premises for crop farming purposes only. Tenant shall not use or permit the use of the Premises for any purpose other than crop farming. Tenant agrees to keep the Premises clean and safe, to use all equipment and facilities on the Premises with care and for intended purposes only, and to refrain from deliberately or negligently wasting or damaging the Premises or allowing another person to do so. Tenant will not use any portion of the Premises for storage, display, or other purposes.

8. SPECIAL CONDITIONS.

- a. All equipment and vehicles used in furtherance of the purposes of this Lease shall be parked or stored on the Premises only. Tenant shall not use any adjoining lands for parking or storage.
- b. Tenant shall follow good agricultural practices in farming of the Premises. Tenant shall maintain a complete written farming history of the Premises during the entire term of the lease, and shall follow any farming recommendations of the United States Department of Agriculture, Maryland Department of Agriculture and/or the Soil Conservation District for the County in which the Premises is located. Tenant agrees to obtain and comply fully with Soil and Water Quality Plan(s) developed for the Premises during the term of this Lease. Tenant shall provide to Landlord copies of soil tests to confirm continued fertility of the soil. Landlord may also collect soil samples for testing from the Premises at all reasonable times.
- c. Tenant will plant a fall cover crop, as defined by the Maryland Department of Agriculture's **Cover Crop**

Program ("Program"), on all fields under this lease where, corn, full-season soybeans or vegetables have been planted during the previous cropping season and where no fall cereal grain is planted. Tenant is encouraged to participate in the Program, and information on the Program can be found at:

http://mda.maryland.gov/resource_conservation/Pages/cover_crop.aspx. Landlord, in cooperation with the Tenant, will verify the establishment of a fall cover crop each year of the term of this Lease.

- d. At the beginning of each year of this Lease, Tenant shall submit to Landlord a list of all chemicals intended to be used on the Premises during that year and shall receive written approval from Landlord before applying any chemicals to the Premises.
- e. Tenant shall not apply any organic additives (for example, composted material, sludge, or any type of manure) to the soil of the Premises without Landlord's prior approval. Such prior approval must be obtained before any such additives are brought to the Premises.
- f. Tenant shall control Johnson grass, Canada Thistle, and any other noxious weed (as designated by the Maryland Department of Agriculture), on the Premises 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 Premises, 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.
- g. Upon thirty (30) days prior written notice to Tenant, Landlord may withdraw any acreage of the Premises from this Lease if Landlord determines that said acreage is needed for wildlife protection, forestry or agricultural research, erosion control, or any other public use or purpose.
- h. Tenant shall not 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 pond, wetland, creek, run, river, tributary, drainage ditch, or natural water course on the Premises 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. Tenant shall also maintain all grassed waterways on the Premises.
- i. Tenant shall provide all work stock, equipment, fertilizers, and seed used on the Premises, 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.
- j. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid area as directed by Landlord's Park or Area Manager for the area in which the Premises is located.

9. COMPLIANCE WITH LAWS AND RULES. Tenant shall comply with any applicable laws, regulations and rules of any governmental authority and in particular with all rules and regulations adopted by the Maryland Departments of Agriculture, Natural Resources and the United States Soil Conservation District for the County in which the Premises is located.

10. WATER CONSERVATION. Tenant shall be responsible for complying with any water conservation measures pursuant to Executive Order 01.01.2001.06 and any regulations promulgated by the Maryland Department of Environment.

11. NUTRIENT MANAGEMENT PLAN. Tenant agrees to obtain and comply fully with a Nutrient Management Plan as prepared by a certified planner pursuant to Title 8, Subtitle 8 of the Agriculture Article of the Annotated Code of Maryland (1985 Replacement Volume and its amendments) and any accompanying regulations. Tenant shall provide to Landlord copies of the Nutrient Management Plan.

12. MAINTENANCE. Tenant shall keep the Premises in safe and good order, in clean and sanitary condition, and in good repair to Landlord's satisfaction.

13. ALTERATIONS/IMPROVEMENTS. Tenant shall not make any alterations, additions or improvements to the Premises, without the prior written consent of Landlord. To obtain such consent, Tenant must provide Landlord with a written proposal including a detailed description, cost estimate and work schedule of the project, along with any other information requested by Landlord. All improvements must be conducted in accordance with Tenant's approved plan, at Tenant's sole expense, unless otherwise agreed in writing between the parties. All alterations or improvements become part of the real property and shall not be removed from the Premises at the end of the term.

14. REPAIRS. Tenant shall make all necessary repairs and replacements to the Premises (including its improvements, fixtures, and grounds) caused by the misuse or neglect of Tenant, Tenant's agents, employees, or invitees. If Tenant fails to make such repairs, Landlord has the right, but not the obligation, to make such repairs, Tenant shall promptly pay Landlord the cost thereof as additional rent.

15. INSURANCE. Tenant is responsible for maintaining adequate insurance on Tenant's personal property, crops, or equipment placed on, in or about the Premises or used on the Premises. All personal property, crops, and equipment belonging to Tenant and placed or used on the Premises 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 Premises in contravention of any insurance policy in force thereon, or which will increase the insurance risk on the Premises.

16. HOLD HARMLESS. Landlord assumes no responsibility for crops, liability of crops, or liability for any damages incurred as a result of this Lease. Tenant shall indemnify and hold harmless the State of Maryland and the Department of Natural Resources, its officers, agents and employees, from any and all claims, expenses (including attorneys' fees), or demands of any kind made against the State of Maryland and the Department of Natural Resources arising out of or in connection with a breach, violation or non-performance of this Lease by Tenant or Tenant's agents, licensees or invitees, or arising out of or in connection with Tenant's use or occupancy of the Premises. Tenant further releases Landlord and the State of Maryland and the Department of Natural Resources, its officers, agents and employees, from any and all claims, expenses (including attorneys' fees), or demands of any

kind made against Landlord and/or the State of Maryland Department of Natural Resources arising out of or in connection with the taking, use or occupancy of the Premises or any proposed or existing State project on land which abuts or in any way affects the Premises.

17. RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection or to make such alterations or repairs as may be deemed necessary. For a period of thirty (30) days prior to the termination of this Lease, Landlord shall have the right, at reasonable times, to show the property to prospective tenants.

18. ACCESS ROADS. 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 Premises at all times.

19. 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 shall operate as a notice to quit and Landlord may recover possession of the Premises under any applicable law. If Tenant does not vacate the Premises on or before the last day of the term, Landlord may: (a) eject Tenant, take possession of the Premises and store without liability on Landlord's part, at Tenant's expense, all personal property found on the Premises; 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.

20. COSTS AND ATTORNEYS' FEES. 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 attorneys' fees.

21. TERMINATION. Either party may terminate this Lease at any time by giving the other party at least thirty (30) days notice thereof in writing specifying the date upon which this Lease will be terminated. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear excepted. Tenant also agrees to surrender the Premises free and clear of all personal property or equipment and debris and to return all keys to any gates (if any) to the Premises to Landlord. Tenant shall receive no refund of any rent paid to Landlord in the event Tenant terminates this Lease.

22. NOTICE. If more than one person constitutes Tenant, notice to any one said persons shall constitute notice to all. All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Premises or by certified mail, return receipt requested, at the sole option of Landlord. Notice given by Tenant to Landlord shall be given by registered mail, return receipt requested, to the address listed at the beginning of this Lease.

23. GENERAL PROVISIONS. The captions are for convenience only and are not to be read to limit or define this Lease. This Lease is to be interpreted under the laws of the State of Maryland. The provisions of this Lease are binding upon the parties hereto, their personal representatives, successors and, to the extent permitted, assigns.

24. ENTIRE AGREEMENT. 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.

25. JOINT AND SEVERAL LIABILITY. Whenever two (2) or more persons constitute Tenant, they shall be jointly and severally liable for performing Tenant's obligations hereunder.

IN WITNESS WHEREOF, the hands and seals of the parties on the day and year first above written.

WITNESS:

(SEAL)

LANDLORD:
STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By: _____
Philip R. Hager,
Assistant Secretary

WITNESS:

TENANT:

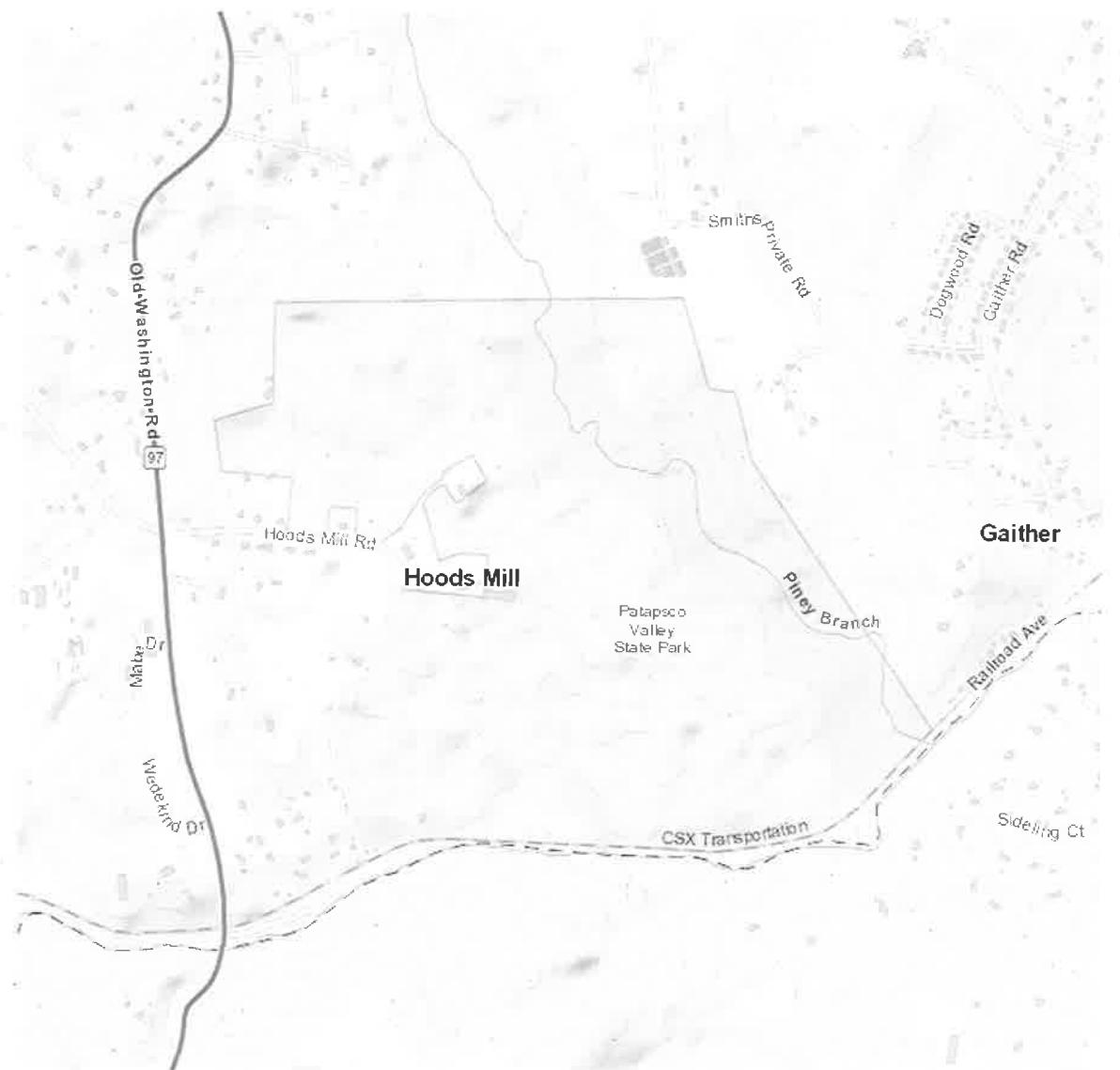
Print Name:
President

(SEAL)

Approved as to form and legal sufficiency.

Janice M. Setren, Assistant Attorney General

Date: _____





Map Produced By:
Lippy Brothers Farms ST
2016

Exhibit A
~~202.5 acres~~
177.5