

Chapel Point State Park Agriculture (2 Year Lease Cycle) Charles County



DNR: 201
Rev. 11/17/2022

STATE OF MARYLAND
Department of Natural Resources
580 Taylor Ave., E-4
Annapolis, Maryland 21401

Land Unit
County
Liber/Folio
MDA/SCD FARM
LAP ID

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") is made this ____ day of _____, 20____, by and between the **STATE OF MARYLAND, acting through the Department of Natural Resources** ("Landlord") and _____ ("Tenant"); *[address; phone number(s); email address]*.

WHEREAS, Landlord owns and maintains public lands known as Chapel Point State Park (the "Park"); and

WHEREAS, within said public lands, Landlord owns property hereinafter referred to as the "Premises", which are not immediately or exclusively 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 all 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 **44.25 acres** of land, more or less, as shown on the map attached hereto as **Exhibit A** and more particularly described as follows: a portion of a tract of land at Chapel Point State Park, hereinafter referred to as "State Land", described in a deed dated June 23, 1972, from the Corporation of the Roman Catholic Clergymen to Lessor and recorded in the Land Records of Charles County, Maryland in Liber: 258 Folio 390.

This Lease does not convey to Tenant any interest in or to any mineral rights.

2. TERM.

a. **Initial Term.** This Lease shall be for an initial term of **two (2)** years beginning on the 1st day of April 2023 and ending on the 31st day of March, 2025 (the "Initial Term").

b. **Surrender**. Tenant shall, at Tenant's sole expense, at the expiration of the Lease or any earlier termination of this Lease: (a) promptly surrender to Landlord possession of the Premises in good order and repair; (b) remove all Tenant owned equipment, personal property and any trash and debris from the Premises on or before the date of termination; and (c) repair, to Landlord's satisfaction, any damage to the Premises caused by such removal.

3. RENT, UTILITIES, AND OTHER ASSESSMENTS. Tenant shall pay Landlord as rent the amount of _____ Dollars (\$_____) per year, payable in advance on the first day of _____ 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 (2012 Replacement 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 _____ Dollars (\$_____) 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 AND SUBLetting. 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. Sharecropping is considered to be a form of subletting and is strictly prohibited.

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 in a clean and safe condition and in good repair, to Landlord's satisfaction. Tenant agrees 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 or permit the use of the Premises for storage, display, recreation, residential or other purposes. The rights awarded by this Lease Agreement do not include any special rights or privileges of the Tenant to access and/or utilize the Park, including, but not limited to the leased Premises, to hunt, trap, fish or any engage in other recreational activities.

8. CONDITIONS PERTAINING TO CROPLAND.

- 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 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 further agrees that Landlord may collect soil samples for testing from the Premises upon prior notification to Tenant.
- c. If requested by Landlord, Tenant shall submit to Landlord a list of all chemicals intended to be used on the Premises and shall receive written approval from Landlord before applying any chemicals to the Premises.
- d. 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.
- e. 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.
- f. **If Landlord determines, in its sole and complete discretion, that all or a portion of the leased Premises 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, Landlord may withdraw a portion of the acreage from the Premises leased herein for the remainder of the Term or Landlord may terminate the Lease in its entirety, provided that Landlord shall provide written notice to Tenant at least one hundred eighty (180) days prior to the effective date of such withdrawal of acreage or Termination. In the event that a portion of the acreage is withdrawn from the Premises, Rent for the remainder of the Term of this Lease shall be adjusted on a pro-rata basis. In the event that the Lease is terminated, Landlord shall, on a pro-rata basis, refund any Rent paid in advance on the Premises.**
- g. Tenant shall maintain best management practices (e.g., grassed waterways, field edge buffers, etc.), implemented by prior tenants and/or required herein, throughout the Term this Lease. Best management practices shall be conducted in accordance with Soil Conservation District standards of practice (more information available for reference under "Best Management Practices").

- 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.
- 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.

9. SPECIAL CONDITIONS OF AREA.

- a. Tenant will plant a fall cover crop, as defined by the Maryland Department of Agriculture's **Cover Crop** Program (the "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, whereby a multispecies cover crop shall be required each year of the Term of this Lease.
- b. Tenant will implement and maintain those additional Best Management Practices as identified on **Exhibit B** attached hereto and made a part hereof.

10. COMPLIANCE WITH LAWS AND RULES. Tenant shall comply with any and all applicable laws, regulations and rules of any governmental authority, including but not limited to those adopted by the Maryland Department of Agriculture (MDA), the Maryland Department of Natural Resources (DNR), 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 Premises 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 Premises during the Term of this Lease.

11. WATER CONSERVATION. Tenant shall be responsible for complying with all water conservation measures pursuant to Executive Order 01.01.2001.06 and any applicable regulations promulgated by the Maryland Department of Environment (MDE). Where applicable, the Tenant shall provide any surface or groundwater withdrawal permits issued by MDE for crop irrigation.

12. NUTRIENT MANAGEMENT PLAN. Tenant agrees to obtain and comply fully with a Nutrient Management Plan (NMP) as prepared by a certified planner pursuant to Title 8, Subtitle 8 of the Agriculture Article of the Annotated Code of Maryland (2016 Replacement Volume, as amended from time to time) and any accompanying regulations. Tenant shall provide to Landlord copies of the NMP for the Premises, if requested, and agrees to provide any consents, authorizations or releases that may be required by Tenant, the SCD, or consultants to do so.

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

14. 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.

15. 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.

16. 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, vehicles 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.

17. HOLD HARMLESS. Landlord assumes no responsibility for crops, liability of crops, or liability for any damages incurred as a result of this Lease, including, but not limited to personal injury or property damage resulting from the Park, including the Premises, being open to the public for hunting and other recreational activities, as authorized by the Maryland Department of Natural Resources. 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: (i) 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, (ii) arising out of or in connection with Tenant's use or occupancy of the Premises, or (iii) arising out of authorized public use of the Park, including but not limited to 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 or authorized public uses, including but not limited to hunting on the Park, including but not limited to the Premises.

18. 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.

19. 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.

20. PUBLIC ACCESS: TRAILS. Landlord reserves the right to use and maintain access of existing trails for public use on and/or immediately adjacent to the Premises. Consistent with the Maryland Park Service 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 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 Area Manager will provide timely notice to the Tenant in advance of public use.

21. PUBLIC ACCESS: HUNTING. Tenant acknowledges that the Park may be open to the public for hunting; Tenant further acknowledges that as the Premises are located within the Park, the Landlord reserves the right to uphold existing public use hunting agreements on the Premises. 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 Park operations and Maryland Park Service mission and policies.

22. 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 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.

23. 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.

24. 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.

25. NOTICE. It is agreed that Any notices or communications required or permitted to be given by this Right of Entry must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If more than one person constitutes Tenant, notice to any one said persons shall constitute notice to all.

If to Landlord: Maryland Department of Natural Resources
Office of Land Acquisition & Planning
Attn: Acting Director, Real Estate
Tawes State Office Building, E-4
580 Taylor Avenue
Annapolis, Maryland 21401
Hilary.bell1@maryland.gov

With a copy to:

Area Manager
Chris Todd
Southern MD Recreational Complex
Maryland Park Service
Department of Natural Resources
2750 Sweden Point Rd
Marbury, Maryland 20658
chris.todd@maryland.gov
410-570-8119

If to Tenant: *Provide contact information, including email*

If more than one person constitutes Tenant, notice to any one said persons shall constitute notice to all.

26. 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.

27. 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.

28. AMENDMENT. This Lease may be amended by and only by an instrument in writing executed and delivered by each party hereto.

29. APPLICABLE LAW. This Lease shall be given effect and construed in accordance with the laws of the State of Maryland.

30. 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.

31. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one Lease which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Signatures, including notary signatures, provided by electronic means, including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be an original signature.

32. 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.

33. EXHIBITS. Each writing, document, or plat referred to herein as being attached as an exhibit is hereby made a part hereof.

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

WITNESS:

LANDLORD:
STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES

By: _____
Philip R. Hager, Assistant Secretary

[Signature page continues]

WITNESS:

TENANT:

[Name of Corporation or LLC if applicable]

(SEAL)

Name:

Title [if Corporation or LLC]

Approved as to form and legal sufficiency.

Name, Assistant Attorney General

Date: _____

EXHIBIT A

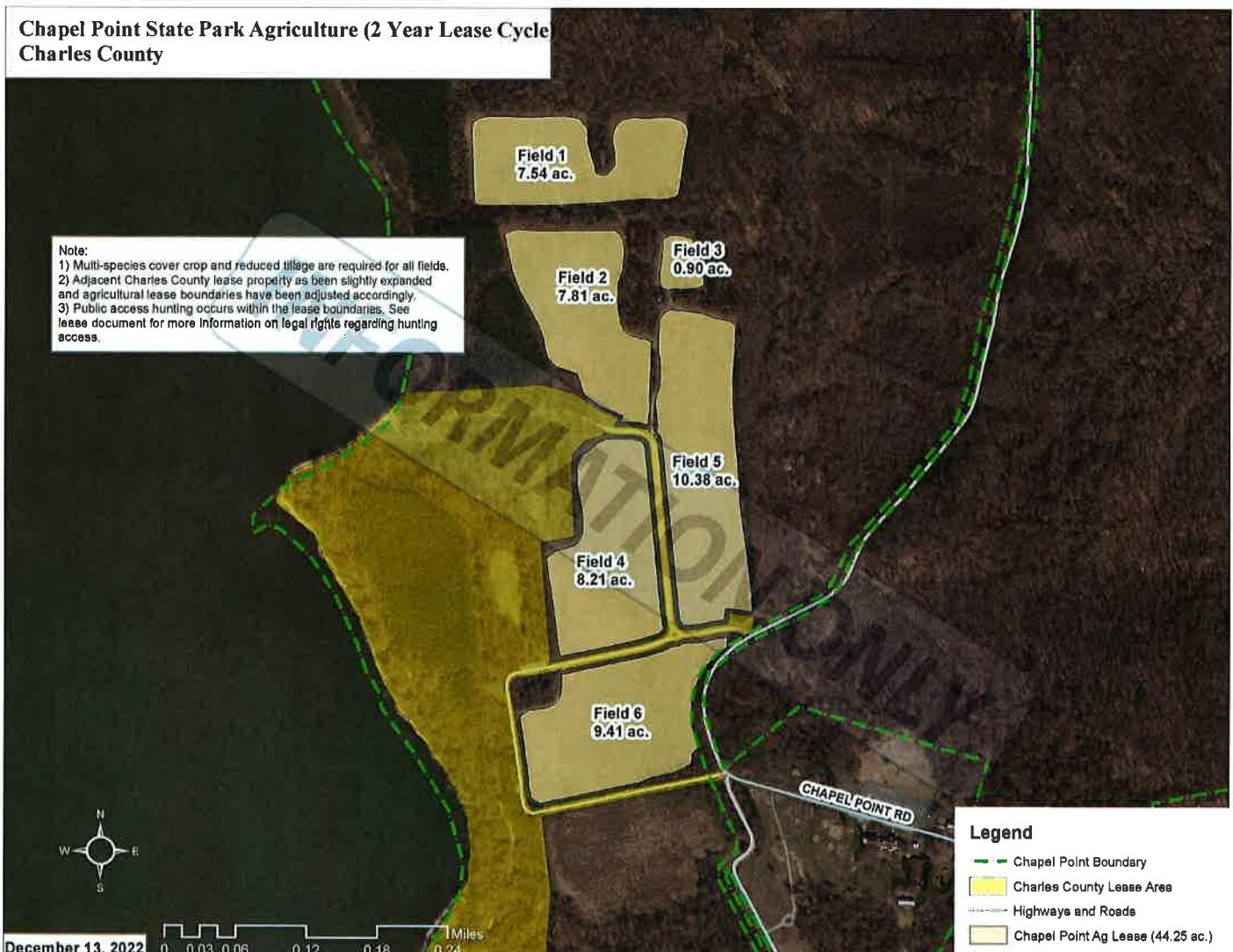


EXHIBIT B

BEST MANAGEMENT PRACTICES

The Department of Natural Resources (the “Department”) encourages the use of Best Management Practices (BMPs) in farming State lands. Below is a list of accepted BMPs, approved by the Department and the County Soil Conservation District (SCD) where the Premises are located. Checked practices will be included in the Lease under Section 9: Special Conditions. For each practice described below, the Conservation Practice Standards described in the Natural Resources Conservation Service (NRCS) [Field Office Technical Guide](#) are listed and linked to provide farmers with implementation standards: (<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/fotg/>).

Cover Crops: Tenant shall plant a fall cover crop where corn, soybeans or vegetables were planted during the previous cropping season and where no fall cereal grain is planted. Tenant, in consultation with the Landlord, can choose a cover crop planting consistent with the State program. A diverse, multispecies cover crop planting is required, to be planted. Planting of a cover crop shall include over-seeding on row crops to provide permanent cover. Roller crimping cover crops instead of chemical spray downs is preferred, but not required. [Cover Crop NRCS Standard \(Code 340\)](#).

*Information on the Maryland Department of Agriculture Cover Crop Program can be found at: http://mda.maryland.gov/resource_conservation/Pages/cover_crop.aspx.

Reduced Tillage: Tenant shall institute no-till or other reduced tillage practices as defined by the Department and the SCD. No-till or reduced tillage practices shall manage the amount, orientation and distribution of crop and other plant residue on the soil surface year-round, while limiting the soil-disturbing activities used to grow and harvest crops in systems where the field surface is tilled prior to planting. [No-Till NRCS Standard \(Code 329\)](#) and [Reduced Till NRCS Standard \(Code 345\)](#).

Conservation Cover (Native Meadow-Pollinator Planting): Tenant shall plant and maintain a permanent vegetative cover of native meadow pollinator seed mix for the Term of the Lease in areas defined by the Department and the SCD. All mowing shall be conducted outside the primary nesting season from April 15th to August 31st of any given year. [Conservation Cover NRCS Standard \(Code 327\)](#).

Prescribed Burning: Tenant shall plan and perform prescribed burning in coordination with the Department and the SCD. All pre-burn and burn regulations and procedures shall be followed, including but not limited to, assessing site and weather conditions, assessing utilities and infrastructure and notification to adjoining property owners, etc. [Prescribed Burning NRCS Standard \(Code 338\)](#).

- Field Edge Buffers: Tenant shall plant and maintain a field-edge buffer of perennial vegetation with a width as defined by the Department and the SCD. The selection of plant species must be approved by the Department. [Field Edge Buffer NRCS Standard \(Code 386\)](#). Note: As is indicated under Section 20 of this Lease, field edge buffers are eligible for public access for trail use if so determined by Landlord. Tenant will be notified of this usage in a timely manner.
- Grassed Waterways: Tenant shall plant and maintain a natural or constructed channel of permanent herbaceous vegetation within a farm field or fields as defined by the Department and the SCD. The selection of plant species must be approved by the Department; grass waterways shall not be established/planted in wetlands or wetland buffers. [Grassed Waterway NRCS Standard \(Code 412\)](#).
- Filter Strips: Tenant shall plant and maintain a strip or area of permanent herbaceous vegetation, as defined by the Department and the SCD, to remove contaminants from overland flow that may move offsite and into environmentally sensitive areas such as waterways, waterbodies or wetlands. [Filter Strip NRCS Standard \(Code 393\)](#).
- Hedgerow Planting or Reestablishment: Tenant shall establish or reestablish a hedgerow(s) as defined by the Department and the SCD. The selection of plant species must be approved by the Department. [Hedgerow NRCS Standard \(Code 422\)](#).
- Terracing: Tenant shall construct terracing as defined by the Department and the SCD. [Terracing NRCS Standard \(Code 600\)](#).
- Riparian Buffers: Tenant shall plant and maintain permanent herbaceous grasses on land near waterways, waterbodies and/ or wetlands and wetland buffers as defined by the Department and the SCD. The selection of plant species must be approved by the Department. [Riparian Herbaceous Cover NRCS Standard \(Code 390\)](#).
- Forage and Biomass Planting: Tenant shall establish compatible species, varieties or cultivars of herbaceous species for pasture, hay and/or biomass production as defined by the Department and the SCD. [Forage and Biomass Planting NRCS Standard \(Code 512\)](#).