



*Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary*

December 5, 2024

Notice to Bidders:

Wye Island Natural Resource Management Area is now accepting sealed bids for several parcels of farm crop rental land in Queen Anne's County. Bid packets and information may be obtained online (<https://dnr.maryland.gov/publiclands/pages/eastern/wyeisland.aspx>), at the Wye Island NRMA Office located at 115 Wye Hall Drive, Queenstown or at the Tuckahoe Office at 12282 Eveland Rd., Ridgely.

Bids must be received (mail to: MD Dept. of Natural Resources, Attn: Madeline Williams, MD Park Service, 580 Taylor Ave., E-3, Annapolis, MD 21401) no later than January 7, 2025 at 10:00 a.m. All bids must be submitted in a sealed envelope marked Cropland Bid w/ Property Name which can be found on the bid proposal. All bids will be opened at that time in the Tawes State Office Building. Any bids received after the 1/7/25 deadline will not be considered.

For further information, questions, or to schedule a packet pick-up contact call Wye Island NRMA Office at 410-827-7577.

Thank you,


Ranger Jessica Conley
Assistant Park Manager

Bid Proposal – Crop Lease

Area: Wye Island NRMA

Former property name: Frabil Tract 1

Acres available: 357.7 tillable acres

1. I, _____, hereby submit the following:
\$ _____/acre which equals a lump sum of \$ _____/year
payable in advance for an approximate two (2) year lease. The first payment will be due
April 1, 2025 and the following payment will be due April 1, 2026. Should a 1-3 lease
extension be granted, the same lump sum payments will also be due on the first of April
in 2027, 2028, and 2029.

2. Name of bidder: _____

3. Bidder's address: _____

Telephone: _____ Cell: _____

Email address: _____

- Check your bid to be sure that all blanks have been filled in. Failure to do so may result in the rejection of your bid.
- The successful bidder agrees to comply with all Federal, State, and/or local laws in leasing the subject property.
- Bids under \$169 per acre will not be accepted.
- The successful bidder will be offered a two-year lease agreement with a fixed term beginning April 01, 2025, and ending March 31, 2027. The bidder may request a 1-3 extension on the lease.
- **The Maryland Park Service reserves the right to refuse any and all bids.**
- The successful bidder shall comply with the best management requirements as determined by the County Soil Conservation District. This includes a minimum 20' conservation reserve buffer (grass you must maintain) around all field edges and along roadways.

DNR: 201
Rev. 9/16/2024

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

Land Unit Wye Island NRMA
County Queen Anne's
Liber/Folio 114 473
MDA/SCD FARM
LAP ID: Frabil Tract 1

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") is made this ____ day of _____, 2025, 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 *Wye Island NRMA* (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", "where-is" condition, the following Premises consisting of thirteen (13) parcels or fields of land, totaling approximately **357.7 acres** of land (and 59.0 acres of herbaceous buffers), more or less, as shown on the map attached hereto as **Exhibit A** and more particularly described as follows: a portion of the former Frabil Corporation property acquired by Landlord [or Landlord's predecessor in interest where the conveyance was to Department of Forests and Parks] by deed dated January 10, 1977 and recorded among the Land Records of Queen Anne's County, Maryland at Liber 114, folio 473

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 (the "Initial Term") of **two (2) years** beginning on the 1st day of April, 2025 (the "Commencement Date" and ending on the 31st day of March, 2027 (the "Termination Date").

b. **Renewal Option.**

(i) Tenant may request an extension of the Initial Term of this Lease, no earlier than one (1) year after the Commencement Date and no later than eight (8) months prior to the Termination Date, by providing Landlord with a written notice (at the Notice Address provided in Section 23, below), of its desire to extend the term of the Lease.

(ii) Tenant's request for an extension of the Initial Term shall be given consideration by Landlord only where Landlord, in its sole and complete discretion, finds that: (1) Tenant has met the requirements of Section 9 of this Lease in an effective, continuing and satisfactory manner; and (2) provided that no "Event of Default" as the same is defined in Section 22 hereof has occurred.

(iii) Landlord shall endeavor to provide a written response to Tenant's request to extend the term of the Lease within 160 days after receipt of Tenant's written request to extend the Term. Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Lease and shall be expressly conditioned upon Landlord's determination that items (1) and (2) in Section 2(b)(ii) herein remain accurate. Any failure by Landlord to provide a written response to Tenant's written request to extend the Initial Term shall be deemed a rejection of such request and the Lease shall terminate at the end of Initial Term.

(iv) Renewal of the Initial Term of this Lease is at the sole and complete discretion of the Landlord. When a renewal option is offered by Landlord, the renewal term shall be for one (1) additional term of one (1) to three (3) years, as determined by the mutual agreement of the parties (the "Renewal Term").

(v) The Initial Term and any Renewal Term are hereafter referred to as the "Term".

c. **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 acre, which sums to _____ Dollars (\$ _____) total per year payable in advance on the first day of _____ of each year of the Term of this Lease without demand.

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 (2019 Replacement Volume, as amended from time to time); and (iii) all other expenses, charges, assessments, and taxes applicable to the Premises.

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) per month for each month the rent is not paid by the due date.

We are pleased to announce that you now have the option to pay your rent electronically and we strongly encourage you to use this option. ACH instructions are below:

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

Checks should be made payable to: DNR-State of Maryland. Please include the following with your payment: Tenant (as named in the Lease), Park Name and Customer ID (if known). Payments should be sent to the following address:

**Maryland Department of Natural
Resources Attention: Accounts
Receivable Division Taxes State Office
Building, B-4
580 Taylor Avenue
Annapolis, MD 21401**

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the Term of this Lease in an as-is, where-is condition, without any warranties, express or implied.

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, nor to hunt, trap, fish or engage in other recreational activities on the Premises or the Park.

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 (i) withdraw a portion of the acreage from the Premises leased herein for the remainder of the Term , 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 (ii) terminate this Lease in its entirety pursuant to Section 24 herein. 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 in accordance with Section 3.**

- g. Tenant shall maintain best management practices (e.g., grassed waterways, herbaceous field edge buffers, etc.), implemented by prior tenants and/or required herein, throughout the Term of 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 (identified in Section 25 herein). 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 for planned harvest. 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. Notwithstanding the provisions of Section 9 (a) above, fall cover crop shall be applied by September 15 in each year of this Lease. Cover crops shall be cereal grains (e.g., wheat/spelt, rye, barley, spring oats, triticale, ryegrass) or multi-species mixes of cereal grains and legumes (e.g. crimson clover, Austrian winter peas, hairy vetch). Brassica (canola/rape) and forage radish will not be permitted in cover crop seed mixes. In addition to other remedies for breach or default contained in Section 22 hereof, the planting of Brassica (canola/rape) and forage radish will subject Tenant to a penalty at the rate of \$180 per acre.
- c. Tenant will implement and maintain those additional Best Management Practices as identified on **Exhibit B** attached hereto and made a part hereof.
- d. The Landlord contact for this Lease cycle is Martin Callahan, who can be reached at 410-827-7577 (office) / 443-786-4048 (cell), or by email at martin.callahan@maryland.gov . Alternately, the Landlord contact for this Lease cycle is Debbie Cooper-Hughes, Park Manager, who can be reached at 410-820-1668 (office) or by email at debbie.cooper@maryland.gov . The WHS contact for this Lease cycle is Rick Walls, who can be reached at 410-827-8612 extension 103 (office) / 410-490-6553 (cell), or by email at richard.walls@maryland.gov .

- e. Maintaining corn acreage at Wye Island is critical for waterfowl staging needs (i.e. winter food for Canada geese). Tenant is prohibited from planting all soybeans one year and all corn the next -- not less than 50% of total acreage in corn. Agricultural acreage shall be planted such that the producer is able to leave ten (10) acres of standing corn in fields as indicated by the DNR.
- f. Tenant shall be required to leave ten (10) acres of standing corn in twelve (12) row sections for Canada Goose management as prescribed by the DNR. Corn will generally be left standing through March 31st annually, in strips that are 12 rows wide, with adjacent strips being separated by a distance of not less than thirty (30) feet. All strips will be located at least 200-feet from the nearest woods edge, and at least 100-feet from existing roadways. All corn (100%) ground shall be broadcast or no-till planted to a winter grain crop over corn stubble. There will be no fall plowing of corn stubble permitted. Winter grain crops can be treated as a production crop or used for nutrient management / green manure.
- g. All standing crops must be removed at least two weeks prior to the first day of Atlantic Population Canada Goose season to allow for preparation of the goose hunting areas.
- h. Conservation tillage practices are required (best farm practices), whereby updated Farm Conservation Plans with the Queen Anne's County Soil Conservation District (QA-SCD) and the Maryland Department of Agricultural (MDA) shall be required following Lease renewal, if applicable. DNR will work with the Tenant, MDA, and SCD to prepare the Conservation Plan(s). Tenant shall be responsible for correcting any sediment and erosion issues that may arise from poor farming practices. Herbaceous buffers shall be managed / maintained by the Tenant as part of the Lease agreement, in coordination with DNR. Specifically, Tenant shall maintain/mow all grassed waterways/buffers on the Premises; grassed areas are to be mowed twice per year -- once in the fall after August 15 and once in the spring prior to April 15 (no mowing is to occur April 15 through August 15 in an effort to encourage nesting birds).
- i. 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 (MDE). The tenant will not be allowed to draw any water from wells on WINRMA for irrigation or other purposes. All water for irrigation and / or spraying purposes must be obtained from other sources.
- j. This Lease does not include any hunting or fishing rights. There shall be no hazing of geese/waterfowl in any manner. This includes flags, silhouettes, scarecrows, noise, and /or physically running bird/wildlife off any agricultural ground at WINRMA.
- k. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid areas as directed by Landlord's NRMA or Area Manager for the area in which the Premises is located.

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, which may be granted or withheld by Landlord in its sole and absolute discretion. To be eligible 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 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 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.

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 liabilities, 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 in 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. In the event of an emergency, Landlord and Landlord's agents shall have the right to enter upon the Premises at all times.

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 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 Area Manager will provide 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. Upon such an Event of Default, or if Tenant does not vacate the Premises on or before the last day of the Term, Landlord may, in either event: (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 to 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
Jacqueline.tahsuda@maryland.gov

With a copy to: Debbie Cooper-Hughes (debbie.cooper@maryland.gov)
Park Manager, *Tuckahoe State Park Complex*
13070 Crouse Mill Rd.
Queen Anne, MD 21657

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. 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.

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 document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, DocuSign, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures as long as they are affixed in compliance with Maryland law.

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. TENANT'S ACKNOWLEDGEMENT OF RIGHT TO LEGAL COUNSEL. 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).

34. SEVERABILITY. 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.

35. 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: _____
Paul Peditto, Assistant Secretary

WITNESS:

TENANT:
[Name of Corporation or LLC if applicable]

By: _____
Name:
Title *[if Corporation or LLC]*

OR

Name of Individual Tenant

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 for planned harvest. 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 \(Code 512\)](#).

Bid Proposal – Crop Lease

Area: Wye Island NRMA

Former property name: Frabil Tract 2

Acreage available: 272.3 tillable acres

1. I, _____, hereby submit the following:
\$ _____/acre which equals a lump sum of \$ _____/year
payable in advance for an approximate two (2) year lease. The first payment will be due
April 1, 2025 and the following payment will be due April 1, 2026. Should a 1-3 lease
extension be granted, the same lump sum payments will also be due on the first of April
in 2027, 2028, and 2029.

2. Name of bidder: _____

3. Bidder's address: _____

Telephone: _____ Cell: _____

Email address: _____

- Check your bid to be sure that all blanks have been filled in. Failure to do so may result in the rejection of your bid.
- The successful bidder agrees to comply with all Federal, State, and/or local laws in leasing the subject property.
- Bids under \$169 per acre will not be accepted.
- The successful bidder will be offered a two-year lease agreement with a fixed term beginning April 01, 2025, and ending March 31, 2027. The bidder may request a 1-3 extension on the lease.
- **The Maryland Park Service reserves the right to refuse any and all bids.**
- The successful bidder shall comply with the best management requirements as determined by the County Soil Conservation District. This includes a minimum 20' conservation reserve buffer (grass you must maintain) around all field edges and along roadways.

DNR: 201
Rev. 9/16/2024

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

Land Unit Wye Island NRMA
County Queen Anne's
Liber/Folio 114 473
MDA/SCD FARM
LAP ID: Frabil Tract 2

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") is made this ____ day of _____, 2025, 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 *Wye Island NRMA* (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" , "where-is" condition, the following Premises consisting of seven (7) parcels or fields of land, totaling approximately **272.3 acres** of land (and 54.6 acres of herbaceous buffers), more or less, as shown on the map attached hereto as **Exhibit A** and more particularly described as follows: a portion of the former Frabil Corporation property acquired by Landlord [or Landlord's predecessor in interest where the conveyance was to Department of Forests and Parks] by deed dated January 10, 1977 and recorded among the Land Records of Queen Anne's County, Maryland at Liber 114, folio 473

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 (the "Initial Term") of **two (2)** years beginning on the 1st day of April, 2025 (the "Commencement Date" and ending on the 31st day of March, 2027 (the "Termination Date").

b. **Renewal Option.**

(i) Tenant may request an extension of the Initial Term of this Lease, no earlier than one (1) year after the Commencement Date and no later than eight (8) months prior to the Termination Date, by providing Landlord with a written notice (at the Notice Address provided in Section 23, below), of its desire to extend the term of the Lease.

(ii) Tenant's request for an extension of the Initial Term shall be given consideration by Landlord only where Landlord, in its sole and complete discretion, finds that: (1) Tenant has met the requirements of Section 9 of this Lease in an effective, continuing and satisfactory manner; and (2) provided that no "Event of Default" as the same is defined in Section 22 hereof has occurred.

(iii) Landlord shall endeavor to provide a written response to Tenant's request to extend the term of the Lease within 160 days after receipt of Tenant's written request to extend the Term. Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Lease and shall be expressly conditioned upon Landlord's determination that items (1) and (2) in Section 2(b)(ii) herein remain accurate. Any failure by Landlord to provide a written response to Tenant's written request to extend the Initial Term shall be deemed a rejection of such request and the Lease shall terminate at the end of Initial Term.

(iv) Renewal of the Initial Term of this Lease is at the sole and complete discretion of the Landlord. When a renewal option is offered by Landlord, the renewal term shall be for one (1) additional term of one (1) to three (3) years, as determined by the mutual agreement of the parties (the "Renewal Term").

(v) The Initial Term and any Renewal Term are hereafter referred to as the "Term".

c. **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 acre, which sums to _____ Dollars (\$ _____) total per year payable in advance on the first day of _____ of each year of the Term of this Lease without demand.

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 (2019 Replacement Volume, as amended from time to time); and (iii) all other expenses, charges, assessments, and taxes applicable to the Premises.

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) per month for each month the rent is not paid by the due date.

We are pleased to announce that you now have the option to pay your rent electronically and we strongly encourage you to use this option. ACH instructions are below:

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

Checks should be made payable to: DNR-State of Maryland. Please include the following with your payment: Tenant (as named in the Lease), Park Name and Customer ID (if known). Payments should be sent to the following address:

**Maryland Department of Natural
Resources Attention: Accounts
Receivable Division Taxes State Office
Building, B-4
580 Taylor Avenue
Annapolis, MD 21401**

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the Term of this Lease in an as-is, where-is condition, without any warranties, express or implied.

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, nor to hunt, trap, fish or engage in other recreational activities on the Premises or the Park.

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 (i) withdraw a portion of the acreage from the Premises leased herein for the remainder of the Term , 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 (ii) terminate this Lease in its entirety pursuant to Section 24 herein. 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 in accordance with Section 3.**

- g. Tenant shall maintain best management practices (e.g., grassed waterways, herbaceous field edge buffers, etc.), implemented by prior tenants and/or required herein, throughout the Term of 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 (identified in Section 25 herein). 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 for planned harvest. 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. Notwithstanding the provisions of Section 9 (a) above, fall cover crop shall be applied by September 15 in each year of this Lease. Cover crops shall be cereal grains (e.g., wheat/spelt, rye, barley, spring oats, triticale, ryegrass) or multi-species mixes of cereal grains and legumes (e.g. crimson clover, Austrian winter peas, hairy vetch). Brassica (canola/rape) and forage radish will not be permitted in cover crop seed mixes. In addition to other remedies for breach or default contained in Section 22 hereof, the planting of Brassica (canola/rape) and forage radish will subject Tenant to a penalty at the rate of \$180 per acre.
- c. Tenant will implement and maintain those additional Best Management Practices as identified on **Exhibit B** attached hereto and made a part hereof.
- d. The Landlord contact for this Lease cycle is Martin Callahan, who can be reached at 410-827-7577 (office) / 443-786-4048 (cell), or by email at martin.callahan@maryland.gov . Alternately, the Landlord contact for this Lease cycle is Debbie Cooper-Hughes, Park Manager, who can be reached at 410-820-1668 (office) or by email at debbie.cooper@maryland.gov . The WHS contact for this Lease cycle is Rick Walls, who can be reached at 410-827-8612 extension 103 (office) / 410-490-6553 (cell), or by email at richard.walls@maryland.gov .

- e. Maintaining corn acreage at Wye Island is critical for waterfowl staging needs (i.e. winter food for Canada geese). Tenant is prohibited from planting all soybeans one year and all corn the next -- not less than 50% of total acreage in corn. Agricultural acreage shall be planted such that the producer is able to leave ten (10) acres of standing corn in fields as indicated by the DNR.
- f. Tenant shall be required to leave ten (10) acres of standing corn in twelve (12) row sections for Canada Goose management as prescribed by the DNR. Corn will generally be left standing through March 31st annually, in strips that are 12 rows wide, with adjacent strips being separated by a distance of not less than thirty (30) feet. All strips will be located at least 200-feet from the nearest woods edge, and at least 100-feet from existing roadways. All corn (100%) ground shall be broadcast or no-till planted to a winter grain crop over corn stubble. There will be no fall plowing of corn stubble permitted. Winter grain crops can be treated as a production crop or used for nutrient management / green manure.
- g. All standing crops must be removed at least two weeks prior to the first day of Atlantic Population Canada Goose season to allow for preparation of the goose hunting areas.
- h. Conservation tillage practices are required (best farm practices), whereby updated Farm Conservation Plans with the Queen Anne's County Soil Conservation District (QA-SCD) and the Maryland Department of Agricultural (MDA) shall be required following Lease renewal, if applicable. DNR will work with the Tenant, MDA, and SCD to prepare the Conservation Plan(s). Tenant shall be responsible for correcting any sediment and erosion issues that may arise from poor farming practices. Herbaceous buffers shall be managed / maintained by the Tenant as part of the Lease agreement, in coordination with DNR. Specifically, Tenant shall maintain/mow all grassed waterways/buffers on the Premises; grassed areas are to be mowed twice per year -- once in the fall after August 15 and once in the spring prior to April 15 (no mowing is to occur April 15 through August 15 in an effort to encourage nesting birds).
- i. 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 (MDE). The tenant will not be allowed to draw any water from wells on WINRMA for irrigation or other purposes. All water for irrigation and / or spraying purposes must be obtained from other sources.
- j. This Lease does not include any hunting or fishing rights. There shall be no hazing of geese/waterfowl in any manner. This includes flags, silhouettes, scarecrows, noise, and /or physically running bird/wildlife off any agricultural ground at WINRMA.
- k. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid areas as directed by Landlord's NRMA or Area Manager for the area in which the Premises is located.

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, which may be granted or withheld by Landlord in its sole and absolute discretion. To be eligible 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 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 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.

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 liabilities, 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 in 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. In the event of an emergency, Landlord and Landlord's agents shall have the right to enter upon the Premises at all times.

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 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 Area Manager will provide 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. Upon such an Event of Default, or if Tenant does not vacate the Premises on or before the last day of the Term, Landlord may, in either event: (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 to 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
Jacqueline.tahsuda@maryland.gov

With a copy to: Debbie Cooper-Hughes (debbie.cooper@maryland.gov)
Park Manager, *Tuckahoe State Park Complex*
13070 Crouse Mill Rd.
Queen Anne, MD 21657

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. 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.

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 document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, DocuSign, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures as long as they are affixed in compliance with Maryland law.

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. TENANT'S ACKNOWLEDGEMENT OF RIGHT TO LEGAL COUNSEL. 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).

34. SEVERABILITY. 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.

35. 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: _____
Paul Peditto, Assistant Secretary

WITNESS:

TENANT:
[Name of Corporation or LLC if applicable]

By: _____
Name:
Title *[if Corporation or LLC]*

OR

Name of Individual Tenant

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 for planned harvest. 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 \(Code 512\)](#).

Bid Proposal – Crop Lease

Area: Wye Island NRMA

Former property name: Frabil Tract 3

Acreage available: 313.7 tillable acres

1. I, _____, hereby submit the following:
\$ _____/acre which equals a lump sum of \$ _____/year
payable in advance for an approximate two (2) year lease. The first payment will be due
April 1, 2025 and the following payment will be due April 1, 2026. Should a 1-3 lease
extension be granted, the same lump sum payments will also be due on the first of April
in 2027, 2028, and 2029.

2. Name of bidder: _____

3. Bidder's address: _____

Telephone: _____ Cell: _____

Email address: _____

- Check your bid to be sure that all blanks have been filled in. Failure to do so may result in the rejection of your bid.
- The successful bidder agrees to comply with all Federal, State, and/or local laws in leasing the subject property.
- Bids under \$169 per acre will not be accepted.
- The successful bidder will be offered a two-year lease agreement with a fixed term beginning April 01, 2025, and ending March 31, 2027. The bidder may request a 1-3 extension on the lease.
- **The Maryland Park Service reserves the right to refuse any and all bids.**
- The successful bidder shall comply with the best management requirements as determined by the County Soil Conservation District. This includes a minimum 20' conservation reserve buffer (grass you must maintain) around all field edges and along roadways.

DNR: 201
Rev. 9/16/2024

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

Land Unit **Wye Island NRMA**
County Queen Anne's
Liber/Folio **114 473**
MDA/SCD FARM
LAP ID: **Frabil Tract 3**

CROPLAND LEASE AGREEMENT

THIS CROPLAND LEASE AGREEMENT (this "Lease") is made this ____ day of _____, 2025, 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 *Wye Island NRMA* (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", "where-is" condition, the following Premises consisting of eleven (11) parcels or fields of land, totaling approximately **313.7 acres** of land (and 31.0 acres of herbaceous buffers), more or less, as shown on the map attached hereto as **Exhibit A** and more particularly described as follows: a portion of the former Frabil Corporation property acquired by Landlord [or Landlord's predecessor in interest where the conveyance was to Department of Forests and Parks] by deed dated January 10, 1977 and recorded among the Land Records of Queen Anne's County, Maryland at Liber 114, folio 473

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 (the "Initial Term") of **two (2)** years beginning on the 1st day of April, 2025 (the "Commencement Date" and ending on the 31st day of March, 2027 (the "Termination Date").

b. **Renewal Option.**

(i) Tenant may request an extension of the Initial Term of this Lease, no earlier than one (1) year after the Commencement Date and no later than eight (8) months prior to the Termination Date, by providing Landlord with a written notice (at the Notice Address provided in Section 23, below), of its desire to extend the term of the Lease.

(ii) Tenant's request for an extension of the Initial Term shall be given consideration by Landlord only where Landlord, in its sole and complete discretion, finds that: (1) Tenant has met the requirements of Section 9 of this Lease in an effective, continuing and satisfactory manner; and (2) provided that no "Event of Default" as the same is defined in Section 22 hereof has occurred.

(iii) Landlord shall endeavor to provide a written response to Tenant's request to extend the term of the Lease within 160 days after receipt of Tenant's written request to extend the Term. Any such renewal shall be upon the terms and subject to the conditions which are set forth in the provisions of this Lease and shall be expressly conditioned upon Landlord's determination that items (1) and (2) in Section 2(b)(ii) herein remain accurate. Any failure by Landlord to provide a written response to Tenant's written request to extend the Initial Term shall be deemed a rejection of such request and the Lease shall terminate at the end of Initial Term.

(iv) Renewal of the Initial Term of this Lease is at the sole and complete discretion of the Landlord. When a renewal option is offered by Landlord, the renewal term shall be for one (1) additional term of one (1) to three (3) years, as determined by the mutual agreement of the parties (the "Renewal Term").

(v) The Initial Term and any Renewal Term are hereafter referred to as the "Term".

c. **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 acre, which sums to _____ Dollars (\$ _____) total per year payable in advance on the first day of _____ of each year of the Term of this Lease without demand.

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 (2019 Replacement Volume, as amended from time to time); and (iii) all other expenses, charges, assessments, and taxes applicable to the Premises.

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) per month for each month the rent is not paid by the due date.

We are pleased to announce that you now have the option to pay your rent electronically and we strongly encourage you to use this option. ACH instructions are below:

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

Checks should be made payable to: DNR-State of Maryland. Please include the following with your payment: Tenant (as named in the Lease), Park Name and Customer ID (if known). Payments should be sent to the following address:

**Maryland Department of Natural
Resources Attention: Accounts
Receivable Division Taxes State Office
Building, B-4
580 Taylor Avenue
Annapolis, MD 21401**

5. DELIVERY OF PREMISES. Landlord shall deliver the Premises to Tenant at the beginning of the Term of this Lease in an as-is, where-is condition, without any warranties, express or implied.

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, nor to hunt, trap, fish or engage in other recreational activities on the Premises or the Park.

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 (i) withdraw a portion of the acreage from the Premises leased herein for the remainder of the Term , 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 (ii) terminate this Lease in its entirety pursuant to Section 24 herein. 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 in accordance with Section 3.**

- g. Tenant shall maintain best management practices (e.g., grassed waterways, herbaceous field edge buffers, etc.), implemented by prior tenants and/or required herein, throughout the Term of 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 (identified in Section 25 herein). 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 for planned harvest. 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. Notwithstanding the provisions of Section 9 (a) above, fall cover crop shall be applied by September 15 in each year of this Lease. Cover crops shall be cereal grains (e.g., wheat/spelt, rye, barley, spring oats, triticale, ryegrass) or multi-species mixes of cereal grains and legumes (e.g. crimson clover, Austrian winter peas, hairy vetch). Brassica (canola/rape) and forage radish will not be permitted in cover crop seed mixes. In addition to other remedies for breach or default contained in Section 22 hereof, the planting of Brassica (canola/rape) and forage radish will subject Tenant to a penalty at the rate of \$180 per acre.
- c. Tenant will implement and maintain those additional Best Management Practices as identified on **Exhibit B** attached hereto and made a part hereof.
- d. The Landlord contact for this Lease cycle is Martin Callahan, who can be reached at 410-827-7577 (office) / 443-786-4048 (cell), or by email at martin.callahan@maryland.gov . Alternately, the Landlord contact for this Lease cycle is Debbie Cooper-Hughes, Park Manager, who can be reached at 410-820-1668 (office) or by email at debbie.cooper@maryland.gov . The WHS contact for this Lease cycle is Rick Walls, who can be reached at 410-827-8612 extension 103 (office) / 410-490-6553 (cell), or by email at richard.walls@maryland.gov .

- e. Maintaining corn acreage at Wye Island is critical for waterfowl staging needs (i.e. winter food for Canada geese). Tenant is prohibited from planting all soybeans one year and all corn the next -- not less than 50% of total acreage in corn. Agricultural acreage shall be planted such that the producer is able to leave ten (10) acres of standing corn in fields as indicated by the DNR.
- f. Tenant shall be required to leave ten (10) acres of standing corn in twelve (12) row sections for Canada Goose management as prescribed by the DNR. Corn will generally be left standing through March 31st annually, in strips that are 12 rows wide, with adjacent strips being separated by a distance of not less than thirty (30) feet. All strips will be located at least 200-feet from the nearest woods edge, and at least 100-feet from existing roadways. All corn (100%) ground shall be broadcast or no-till planted to a winter grain crop over corn stubble. There will be no fall plowing of corn stubble permitted. Winter grain crops can be treated as a production crop or used for nutrient management / green manure.
- g. All standing crops must be removed at least two weeks prior to the first day of Atlantic Population Canada Goose season to allow for preparation of the goose hunting areas.
- h. Conservation tillage practices are required (best farm practices), whereby updated Farm Conservation Plans with the Queen Anne's County Soil Conservation District (QA-SCD) and the Maryland Department of Agriculture (MDA) shall be required following Lease renewal, if applicable. DNR will work with the Tenant, MDA, and SCD to prepare the Conservation Plan(s). Tenant shall be responsible for correcting any sediment and erosion issues that may arise from poor farming practices. Herbaceous buffers shall be managed / maintained by the Tenant as part of the Lease agreement, in coordination with DNR. Specifically, Tenant shall maintain/mow all grassed waterways/buffers on the Premises; grassed areas are to be mowed twice per year -- once in the fall after August 15 and once in the spring prior to April 15 (no mowing is to occur April 15 through August 15 in an effort to encourage nesting birds).
- i. 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 (MDE). The tenant will not be allowed to draw any water from wells on WINRMA for irrigation or other purposes. All water for irrigation and / or spraying purposes must be obtained from other sources.
- j. This Lease does not include any hunting or fishing rights. There shall be no hazing of geese/waterfowl in any manner. This includes flags, silhouettes, scarecrows, noise, and /or physically running bird/wildlife off any agricultural ground at WINRMA.
- k. Upon termination of this Lease for any reason, Tenant shall provide a suitable sod cover for the Premises and shall seed any devoid areas as directed by Landlord's NRMA or Area Manager for the area in which the Premises is located.

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, which may be granted or withheld by Landlord in its sole and absolute discretion. To be eligible 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 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 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.

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 liabilities, 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 in 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. In the event of an emergency, Landlord and Landlord's agents shall have the right to enter upon the Premises at all times.

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 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 Area Manager will provide 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. Upon such an Event of Default, or if Tenant does not vacate the Premises on or before the last day of the Term, Landlord may, in either event: (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 to 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
Jacqueline.tahsuda@maryland.gov

With a copy to: Debbie Cooper-Hughes (debbie.cooper@maryland.gov)
Park Manager, *Tuckahoe State Park Complex*
13070 Crouse Mill Rd.
Queen Anne, MD 21657

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. 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.

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 document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, DocuSign, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures as long as they are affixed in compliance with Maryland law.

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. TENANT'S ACKNOWLEDGEMENT OF RIGHT TO LEGAL COUNSEL. 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).

34. SEVERABILITY. 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.

35. 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: _____
Paul Peditto, Assistant Secretary

WITNESS:

TENANT:
[Name of Corporation or LLC if applicable]

By: _____
Name:
Title *[if Corporation or LLC]*

OR

Name of Individual Tenant

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 for planned harvest. 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 \(Code 512\)](#).