

# FINAL

## COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2024, Legislative Day No. 19

Bill No. 83-24

Introduced by Ms. Pickard, Chair  
(by request of the County Executive)

By the County Council, October 21, 2024

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Introduced and first read on October 21, 2024  
Public Hearing set for and held on November 18, 2024  
Bill Expires January 24, 2025

By Order: Kaley Schultze, Administrative Officer

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### A BILL ENTITLED

1 AN ORDINANCE concerning: Approval of the First Amendment to Farm Rental Lease  
2 between Anne Arundel County, Maryland and Shady Oaks Turf Farm, Inc.

3  
4 FOR the purpose of approving the First Amendment to Farm Rental Lease of a portion of  
5 County-owned property in West River, Maryland, to Shady Oaks Turf Farm, Inc., to  
6 extend the lease term for an additional ten years.

7  
8 WHEREAS, the County owns real property known as the Rockhold Creek Farm,  
9 in West River, Maryland, comprised of 396.537 acres, more or less, and described  
10 in a deed recorded among the Land Records of Anne Arundel County in Book  
11 18509, Page 667 (the “Farm”); and

12  
13 WHEREAS, the County, as Landlord, and Shady Oaks Turf Farm, Inc., a Maryland  
14 corporation, as tenant, entered into a 24-month lease dated March 7, 2023  
15 (“Lease”), for a portion of the Farm comprised of 115 acres, more or less, of pasture  
16 and tillable land and farm buildings (“Leased Premises”); and

17  
18 WHEREAS, the term of the Lease began on October 1, 2022, and terminated  
19 September 30, 2024; and

20  
21 WHEREAS, Shady Oaks Turf Farm, Inc. desires, and the County agrees, to amend  
22 the Lease to extend the term for an additional ten years, to expire on  
23 September 30, 2034, as set forth in the First Amendment to Farm Rental Lease,  
24 attached hereto as Exhibit A; and

25  
26 WHEREAS, § 8-3-301 of the County Code requires that certain leases of  
27 County-owned property that specify a term, including renewal options, of three  
28 years or more, be approved by ordinance of the County Council; now, therefore,

1       SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*  
2       That the First Amendment to Farm Rental Lease, attached hereto as Exhibit A, is hereby  
3       approved.  
4

5       SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days  
6       from the date it becomes law.

READ AND PASSED this 18<sup>th</sup> day of November, 2024

By Order:



Kaley Schultze  
Administrative Officer

PRESENTED to the County Executive for his approval this 20<sup>th</sup> day of November, 2024



Kaley Schultze  
Administrative Officer

APPROVED AND ENACTED this 27<sup>th</sup> day of November, 2024



Steuart Pittman  
County Executive

EFFECTIVE DATE: January 11, 2025

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF  
BILL NO. 83-24 THE ORIGINAL OF WHICH IS RETAINED IN THE FILES  
OF THE COUNTY COUNCIL.

A handwritten signature in black ink, appearing to read 'K. Schultze', with a long horizontal line extending to the right.

**Kaley Schultze**  
**Administrative Officer**

**FIRST AMENDMENT TO FARM RENTAL LEASE**

**THIS FIRST AMENDMENT TO FARM RENTAL LEASE** (this “First Amendment”), made effective as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the “County”), and **SHADY OAKS TURF FARM, INC.**, a Maryland corporation (“Shady Oaks”).

**RECITALS**

**WHEREAS**, the parties previously entered into a certain lease agreement dated March 7, 2023 (“Lease”), wherein the County leased to Shady Oaks, property located in West River, known as Rockhold Creek Farm, containing approximately 115 acres, as more particularly described in the Lease; and

**WHEREAS**, the initial term of the Lease commenced on October 1, 2022 and is set to terminate on September 30, 2024 (“Initial Term”); and

**WHEREAS**, the parties wish to amend the Lease to extend the Term for a period of ten (10) years, as set forth herein below on the terms and conditions contained herein.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations contained herein, including the recitals above, the rights and obligations set forth in the Lease, and various other considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree that the Lease shall be amended as follows:

**1. Recitals; Defined Terms.** The foregoing Recitals are hereby incorporated by reference as if fully restated. All capitalized terms used herein which are not specifically defined shall have the meanings provided in the Lease. From and after the Effective Date, references to the Lease shall refer to the Lease as amended by this First Amendment.

**2. Term.** The Term of the Lease shall be extended for a period of ten (10) years from October 1, 2024 through September 30, 2034 (“Extended Term”), on the same terms and conditions as in the Lease, except as expressly provided herein. The Lease may not be extended for any additional terms.

**3. Rent.** Commencing on October 1, 2024 and continuing until September 30, 2034, Shady Oaks shall pay to the County the sum of One Thousand, Eight Hundred and 00/100 Dollars (\$1,800.00) per year as rent (the “Rent”), to be paid in advance by September 1<sup>st</sup> of each year. The initial payment of Rent shall be made payable to the Anne Arundel County Office of Finance and delivered to the County’s Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis, Maryland 21401. Subsequent Rent payments shall be payable in response to an invoice issued by the County. Payment shall be to the County Office of Finance or to such other person, in such other form, or to such other place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent due date.

**4. Financial Obligations.** Any financial obligations of the County hereunder are subject to appropriations and availability of funds.

**5. Contingency.** The term of this First Amendment exceeds three years, and therefore is contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, §3-301. If this First Amendment is not approved, then it shall be null and void ab initio and of no further effect. Signature by the County evidences that the County has secured approval by the Anne Arundel County Council.

**6. Counterparts.** This First Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart.

**7. Ratification of Lease.** In all other respects the parties do hereby ratify and confirm the terms and provisions of the Lease as expressly amended hereby.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, the parties hereto have executed and delivered this First Amendment as an instrument under seal as of the date and year first above written the following signatures and seals.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

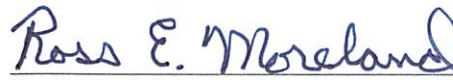
\_\_\_\_\_

By: Christine M. Anderson \_\_\_\_\_ Date  
Chief Administrative Officer  
for Steuart Pittman, County Executive

ATTEST:



SHADY OAKS TURF FARM, INC.

 9/18/24  
By: Ross E. Moreland \_\_\_\_\_ Date  
Title: President

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
GREGORY J. SWAIN, COUNTY ATTORNEY:

By: Christine B. Neiderer \_\_\_\_\_  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

APPROVED:

Susan Herrold \_\_\_\_\_  
Central Services Officer

\_\_\_\_\_  
Date

APPROVED:

Jessica Leys \_\_\_\_\_  
Director: Recreation and Parks

\_\_\_\_\_  
Date

Farm Rental Lease -- Miller -- Kinder Farm at Rockhold Creek

**EXHIBIT A**

The Leased Property is described as follows:

Those various fields outlined on the attached undated NAD aerial map, variously labeled as Fields 1 through 5 (excluding fields 6A and 6B) containing approximately 115 acres, more or less, of the overall property known as the Miller-Kinder Farm at Rockhold Creek, together with the right to the use of all of the barns and/or outbuildings (8 of 11 total structures) except the large dairy barn, wells, and ponds located upon the said Miller-Kinder Farm, and together with the right to use of all existing roadways and paths accessing the fields and/or outbuildings located anywhere upon the Miller-Kinder Farm.

Excluding the two residential structures and immediate yards surrounding the same, as well as any personal property of the County, said residential structures and surrounding yards, and personal property, remaining the sole responsibility of the County.

Including at all times access to the farm well water and electric.

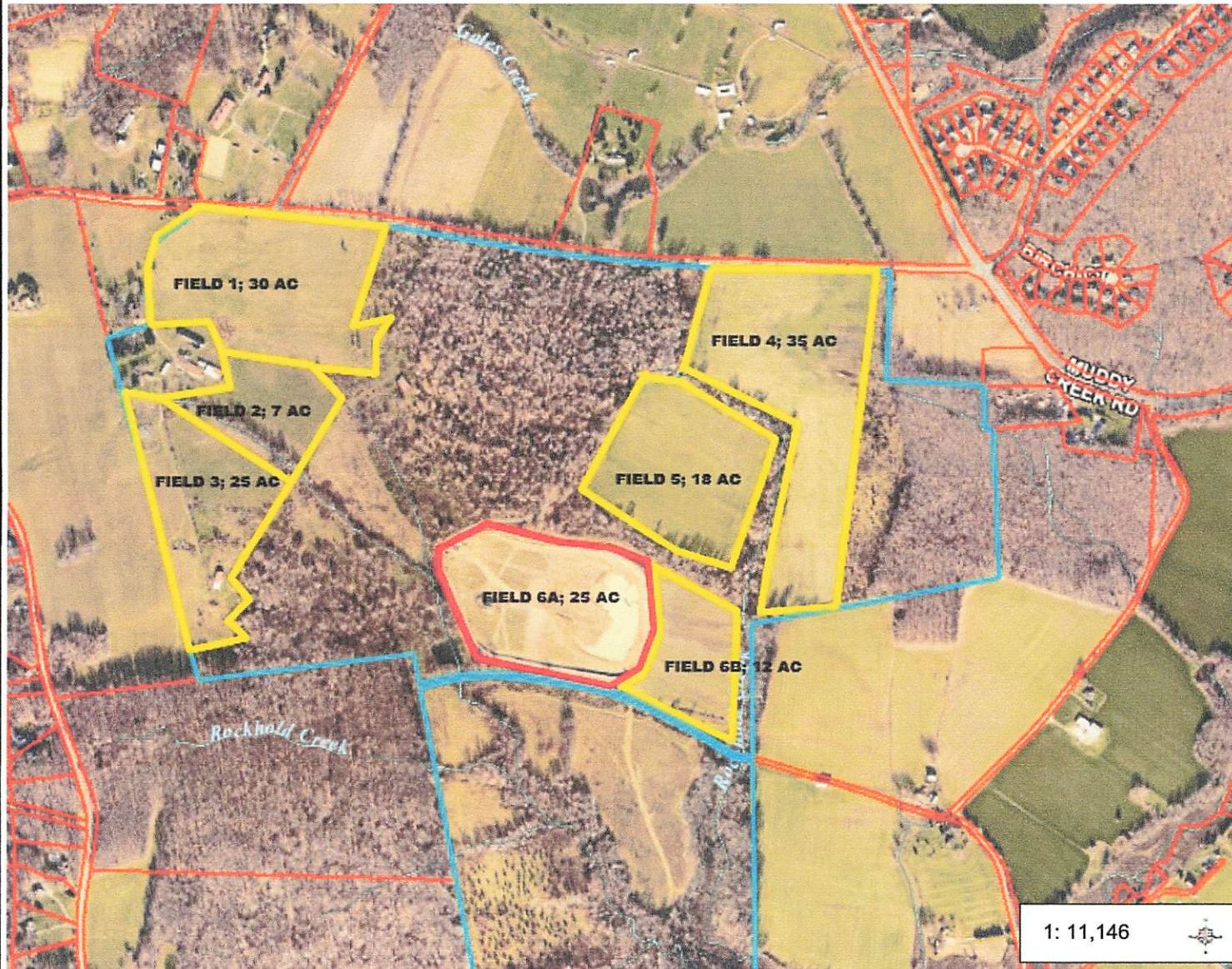
Being a part of that property located in the Second Assessment District of Anne Arundel County, Maryland, said to contain 396.537 acres, more or less, which was conveyed by Mary A. Kinder to Anne Arundel County, Maryland, by Deed dated November 21, 2006, which is recorded among the land records of Anne Arundel County in Liber R.P.D. No. 18509, folio 667.

See attached aerial depicting Fields 1 through 5 made a part of this Exhibit A; and Exhibit B depicting the buildings included in this Farm Rental Lease indicated with green arrows.

REM.



# Shady Oaks; Miller Kinder Farm Exhibit (Part of Exhibit A)



## Legend

- OPZ Parcels
- Annapolis City Parcels

REM

1: 11,146



## Notes

- Field 6A; Anne Arundel County Dredging Location. (25 AC)
- Fields 1-5 and 6B; Moreland Farming Fields. (127 AC)

1,857.7 0 928.86 1,857.7 Feet

NAD\_1983\_HARN\_StatePlane\_Maryland\_FIPS\_1900\_Feet  
© Latitude Geographics Group Ltd.

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



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5339 Sudley Road, West River, MD 20778 Exhibit B - Farm Rental Lease



Legend

- OPZ Parcels
- Annapolis City Parcels

*REM.*

1: 3,629

604.9 0 302.45 604.9 Feet

NAD\_1983\_HARN\_StatePlane\_Maryland\_FIPS\_1900\_Feet  
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Notes

- Green Triangle- Shady Oaks under current use.
- Red Circles- County responsibility