

Advertisement
Department of Environmental Management
Agricultural Land Leases

LP # 152

The Department of Administration/Division of Central Services, on behalf of the Department of Environmental Management, is soliciting lease proposals for farming on certain parcels of State Land:

The parcels are described as follows:

1. South Shore Management Area - Field 3 – Ford Tract, South Kingstown, 22.7 acres
2. South Shore Management Area-Field 6- Finerman Tract, South Kingstown, 23 acres
3. Nicholas Farm, Place Unit , Coventry, 23 acres
4. Sapowet Wildlife Management Area – Babbit Unit, Tiverton, 23 acres
5. Arcadia Management Area, Pratt Unit, Summit Rd, Exeter, 6.7 acres

The parcel will be leased for the purpose of raising and harvesting agricultural products and may not be used for any other purpose, subject to the terms and conditions specified by the RIDEM - Division of Fish and Wildlife.

The general conditions for each lease are as follows:

- a. Parcels are to be managed to grow annual row crops consisting of corn, potatoes or other vegetables. The successful offeror will be required to plant and/or leave standing a small portion of the principal crop (corn) for wildlife habitat. The farmer will also be required to plant a cover crop of winter rye, immediately following harvest of the principal crop.
- b. No turf grass (sod farming) is permitted on the premises.
- c. Lessee shall apply lime and fertilizer in accordance with best management practices.
- d. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
- e. The Lessee will be required to enter into a standard written lease agreement with the State and provide evidence of insurance as required by the State Properties Committee.
- f. Leases will be for a term a five (5) years, with a five (5) year option to renew.

Proposals will be received by the **State of Rhode Island, Department of Administration, Division of Purchases, One Capital Hill, Providence, RI 02908** until **Monday, March 14, 2011 at 10:00 AM** at which time they will be publicly acknowledged only. Proposals should clearly reference the LP#152.

Proposal Offer Forms may be obtained by contacting Ms. Terri Bisson of the Department of Environmental Management - Division of Planning and Development (401) 222-2776, extension 4402 or terri.bisson@dem.ri.gov.

Questions concerning this solicitation may be emailed to Ms. Terri Bisson no later than **Tuesday, March 8, 2011**. The State of Rhode Island reserves the right to waive any informality and to reject any or all proposals. Proposal surety is not required.

REQUEST FOR PROPOSALS AGRICULTURAL LAND LEASES

LP # 152

BACKGROUND

The Rhode Island Department of Environmental Management (DEM) owns numerous farm parcels that were acquired for the benefit of open space preservation, public recreation and wildlife resource protection. DEM is soliciting proposals from qualified persons and entities (offeror's) to raise and harvest agricultural products on certain parcels to help preserve the agricultural and wildlife benefits of the property.

In general, the successful offeror's pay a per acre fee to the Department each year to plant and harvest annual row crops such as corn, potatoes and other vegetables or manage as hay fields between March 1 and October 1. The successful offeror is required to plant and/or leave standing a small portion of the principal crop (corn) for wildlife habitat. The successful offeror is also required to plant a cover crop of winter rye, immediately following harvest of the principal crop. After November of each year, the property reverts back to the Department for use by the general public for recreation purposes.

The parcels available for agricultural land leases include (Note: additional parcels may be added prior to issuance of RFP):

1. South Shore Management Area - Field 3 – Ford Tract, South Kingstown
2. South Shore Management Area-Field 6- Finerman Tract, South Kingstown
3. Nicholas Farm, Place Unit , Coventry
4. Sapowet Wildlife Management Area – Babbit Unit, Tiverton
5. Arcadia Management Area, Pratt Unit, Summit Rd, Exeter

The parcels, # of acres, property maps and terms and conditions specific to each parcel appear in Appendix A.

GENERAL TERMS AND CONDITIONS

Each parcel will be leased for the purpose of raising and harvesting agricultural products only and may not be used for any other purpose, subject to the terms and conditions specified by the DEM Division of Fish and Wildlife. The successful offeror will be required to enter into a standard written lease agreement with the State as required by and subject to approval of the State Properties Committee. The lease appears in Appendix C.

The general conditions for each lease are as follows:

- a. Five (5) year term, with a five (5) year option to renew for the periods generally between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the Department and general public for use as designated and allowed by the Department. Dates for each parcel are specified in Appendix A. The Department has the authority to extend the dates on an annual basis to accommodate extenuating circumstances.
- b. The annual rental fee proposed by the offeror is due prior to the first business day of the lease period each year.
- c. Lessee must obtain and maintain throughout the operation of this lease, comprehensive general liability insurance: \$500,000 for any one person; \$1,000,000 for any one occurrence; and, \$100,000 for property damage for any one accident.

- d. Parcels are to be managed to grow annual row crops consisting of corn, potatoes or other vegetables or be managed as hay fields. The lessee may be required to plant and/or leave standing a small portion of the principal crop (corn) for wildlife habitat or plant a wildlife food plot as directed by agency. The lessee may be required to plant a cover crop, immediately following harvest of the principal crop. Specific requirements for each property appear in Appendix A and are subject to change.
- e. No turf grass (sod farming) is permitted on the premises.
- f. Lessee shall apply lime and fertilizer in accordance with best management practices.
- g. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.

RESPONSE CONTENTS

For **each** parcel of interest, the offeror must submit a **PROPOSAL OFFER FORM** which appears in Appendix B. The form can be hand-written but is also available for filling in electronically by contacting Terri Bisson of the Division of Planning and Development via email at terri.bisson@dem.ri.gov.

The successful OFFERER shall be solely responsible for meeting all terms and conditions specified in the Request for Proposal, and any resulting lease agreement. The OFFERER recommended for this award will be notified by the Department of Administration.

EVALUATION CRITERIA

Proposals will be evaluated by DEM Lease Management Committee staff, subject to review and approval of the Director of DEM and the State Properties Committee, to be evaluated on the following criteria:

- Price Per Acre - Points will be calculated as the proposals cost per acre divided by the highest responsive cost per acre x 65 points. (65 Points).
- Experience – the Proposer demonstrates that the firm or individual is capable of managing the property in accordance with the terms of the RFP and lease agreement. (35 Points)
- Experience with the Parcel – the Proposer has successfully leased the specific parcel in the past (10 points)

APPENDICES:

Appendix A –PARCELS AVAILABLE FOR AGRICULTURAL LAND LEASES, including details and property maps

Appendix B – PROPOSAL OFFER FORM (must complete one form for **each** parcel of interest)

Appendix C – MASTER/SAMPLE LEASE AGREEMENT

*** END ***

Appendix A

PARCELS AVAILABLE FOR AGRICULTURAL LAND LEASES

1. South Shore Management Area - Field 3 – Ford Tract, South Kingstown
2. South Shore management Area-Field 6- Finerman Tract, South Kingstown
3. Nicholas Farm, Place Unit, Coventry
4. Sapowet Wildlife Management Area – Babbit Unit, Tiverton
5. Arcadia Management Area, Pratt Unit, Summit Rd, Exeter

(Note: parcels may be added prior to issuance of RFP)

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Property #1: South Shore Management Area - Field 3 – Ford Tract

Acres: 22.7

Location: East of Matunuck Beach Road, approximately 0.5 miles south of U.S. Route 1, 0.2 miles north of the intersection of Matunuck Schoolhouse Road, in South Kingstown, RI



Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of twenty three (23) (+/-) tillable acres are to be planted, as follows: The premises shall be managed to grow annual row crops consisting of corn, potatoes or other vegetables or managed as hayfield. If the field is leased by a non-corn producer, the lessee shall plant a 200-foot wide corn strip running in an east west direction. The farmer may harvest all of the corn so planted except that at least 30 feet of standing corn shall be left around the entire perimeter of the field pit blind.
4. The Lessee shall plant a 20 foot buffer on the northern and eastern sides of the Premises with buckwheat at the rate of 60lbs per acre (1/2 the buffer) and sunflower at the rate of 50 lbs per acre (1/2 the buffer). These plantings will be left standing, not harvested, for wildlife use.
5. The lessee shall plant a cover crop of winter rye at the rate of 100 pounds per acre immediately following the harvest of the principal crop but not later than September 25 of each year unless managed as hayfield.
6. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
7. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



Title:		0	500 Feet	 
Scale:	1:3,800	<small>Note: This map was created by RIDEIM for informational, planning and guidance use only. It is a general reference, not a legally authoritative source for the location of natural or manmade features. Proper interpretation of this map may require the assistance of appropriate professional services. The cartographic representations depicted have not been verified by a RI Registered Professional Land Surveyor and are not intended to be used in place of a survey. RIDEIM makes no warranty, express or implied, related to the accuracy.</small>		
Date:	9/10			
Drawn by:	paj			

Property #2: South Shore Management Area Field 6, Finerman Unit

Acres: 23 acres

Location: East of Green Hill Beach Road, 0.25 miles north of the intersection of Matunuk Schoolhouse Road in South Kingstown

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of twenty three (23) (+/-) tillable acres shall be managed to grow annual row crops consisting of corn, potatoes or other vegetables. If the field is leased by a non-corn producer, the lessee shall plant a 200-foot wide corn strip running in an east west direction in the area of the ground "pit blind." The farmer may harvest all of the corn so planted except that at least 30 feet of standing corn shall be left on all sides of the Premises surrounding the field pit blind.
4. The northern most parcel containing +/- 3.8 acres shall be planted to buckwheat the rate of 60lbs per acre (1/2 the total acreage) and sunflower at the rate of 50 lbs per acre (1/2 the total acreage). These plantings will be left standing, not harvested, for wildlife use.
5. The lessee shall plant an annual cover crop of winter rye at the rate of 100 pounds per acre immediately following the harvest of the principal crop but not later than September 25 of each year.
6. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
7. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Note:
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Property #3 Nicholas Farm, Place Unit, Coventry

Acres: 23 acres

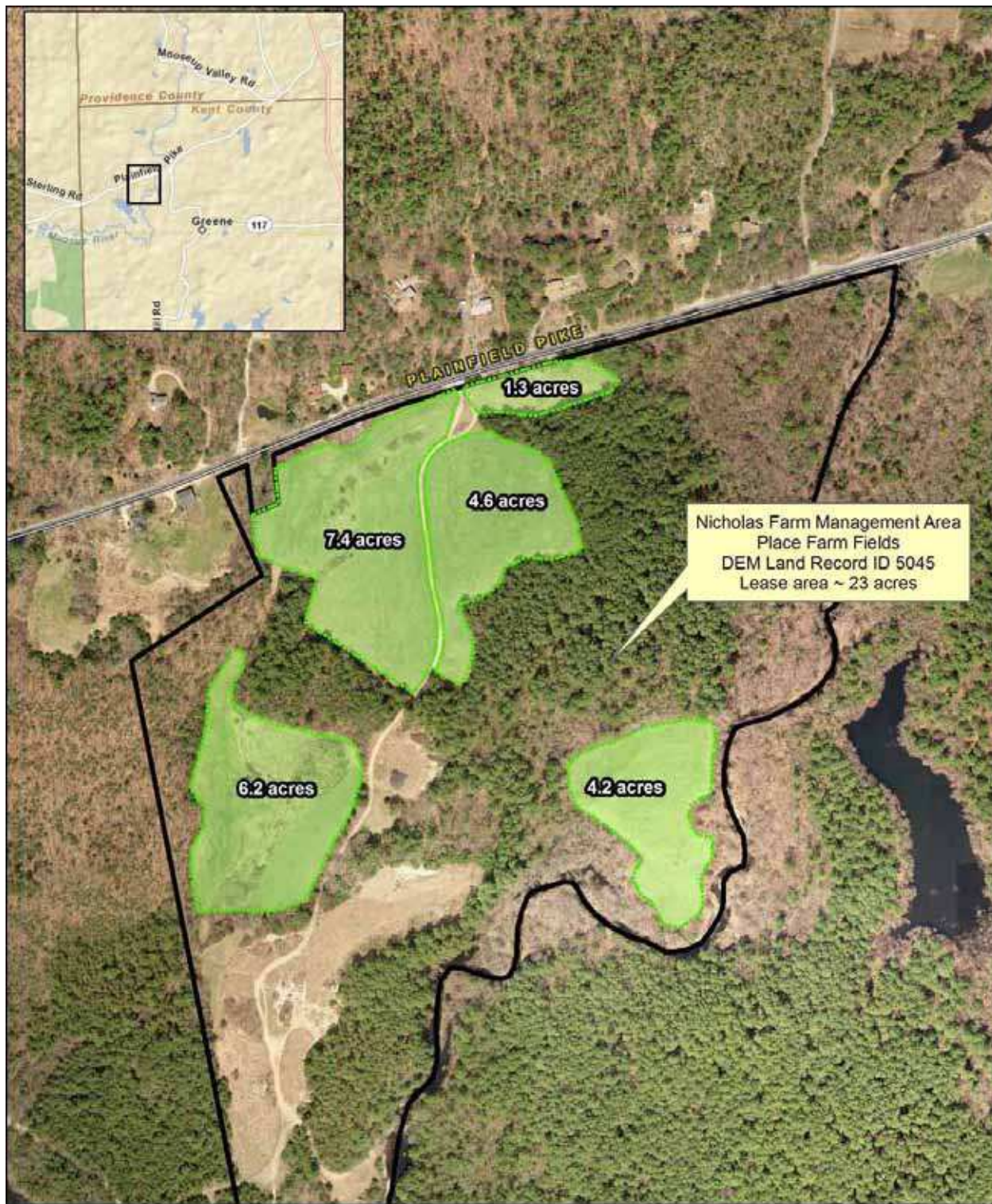
Location: South of Route 14 Plainfield Pike, approximately 0.75 miles west of the intersection with Route 117 in Coventry, RI

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of twenty three (23) (+/-) tillable acres are to be planted, as follows: The premises are currently in hayfield and shall be managed for hay production (alfalfa or grass hay). The lessee shall be allowed to manage the property only for the growing and cutting of hay.
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



Title:		0 500 Feet <small>Note: This map was created by RIDEM for informational, planning and guidance use only. It is a general reference, not a legally authoritative source for the location of natural or manmade features. Proper interpretation of this map may require the assistance of appropriate professional services. The cartographic representations depicted have not been verified by a RI Registered Professional Land Surveyor and are not intended to be used in place of a survey. RIDEM makes no warranty, express or implied, related to the accuracy.</small>	
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Property #4: Sapowet Wildlife Management Area, Babbitt Unit, Tiverton

Acres: 23 acres

Location: West side of Old Main Road and Main Road in Tiverton, about 2500 hundred feet north of Neck Road.

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of twenty three (23) (+/-) tillable acres shall be managed to grow annual row crops consisting of corn, potatoes or other vegetables.
4. The southwestern most parcel containing +/- 1.6 acres shall be planted to buckwheat the rate of 60lbs per acre (1/2 the total acreage) and sunflower at the rate of 50 lbs per acre (1/2 the total acreage). In addition, The Lessee shall plant a 20 foot buffer along the northern and western sides of the Premises with buckwheat at the rate of 60lbs per acre (1/2 the buffer) and sunflower at the rate of 50 lbs per acre (1/2 the buffer). These plantings will be left standing, not harvested, for wildlife use.
5. The lessee shall plant an annual cover crop of winter rye at the rate of 100 pounds per acre immediately following the harvest of the principal crop but not later than September 25 of each year.
6. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
7. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Note:
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Property #5 Arcadia Management Area, Pratt Unit, Summit Rd, Exeter

Acres: 6.7

Location: Located on Summit Road approximately 2.0 miles south of the intersection of Route 165 in Exeter

Term: Five (5) year term, with a five (5) year option to renew, for the period between March 1 and October 1 of each year. Between October 2 and February 28 of each year use of the property reverts back to the general public for use as designated and allowed by the Department.

Requirements:

1. No turf grass shall be permitted to be grown on the premises.
2. Lessee shall apply lime and fertilizer in accordance with best management practices.
3. A total of seven (7) (+/-) tillable acres are to be planted, as follows. The premises shall be managed for hay production (alfalfa or grass hay). The lessee shall be allowed to manage the property only for the growing and cutting of hay.
4. The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
5. Recognizing that extenuating circumstances, such as weather and other factors, may affect the harvest and planting of crops and cover, the Department may extend the annual lease term provided the Lessee has requested such an extension in writing and obtained written approval from the Department for each year of the lease period.

Map of Premises (next page)



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Date:	12/10
Drawn by:	paj

0 125 250 Feet



Note:
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Appendix B – PROPOSAL OFFER FORM
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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL, PROVIDENCE, R.I. 02908**

PROPOSAL OFFER FORM

Four (4) copies of this offer must be sent under sealed cover clearly marked with Property Number/Name to: Department of Administration, Division of Purchases, One Capitol Hill, Providence, R.I. 02908 by Monday, March 14, 2011 at 10:00 a.m., at which time State offers in response RFP will be publicly acknowledged only. See Request for Proposal LP#152 for specific conditions and requirements.

Contact Name: _____

DBA (if applicable): _____

Street Address: _____

City _____ **State:** _____ **Zip:** _____

Phone: () - **Fax:** () - **Email:** _____

PRICE PROPOSAL

<u>Property # and Name:</u>	<u>Annual Price Per Acre</u>	<u>Total Annual Amount</u>

EXPERIENCE OF OFFEROR

Please briefly describe your experience growing and harvesting agricultural products and managing agricultural lands (attach additional sheets as needed).

Check here if you have leased this parcel or other State-owned agricultural lands in the past?

☐ List Property Name:

This offer will not be considered unless signed.

SIGNATURE: _____ **DATE:** _____

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Appendix C – Master/Sample Agricultural Lease Agreement

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this _____ day of _____ 2011 by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the "LESSOR", and

Insert Name and Address Here

hereinafter called the "LESSEE".

W I T N E S S E T H

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate: **Insert Property Name and Address/Location Here**, which parcel is clearly described in exhibit "A" attached hereto and made part hereof, hereinafter referred to as the premises.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for and during the term of five (5) years limited to the period of **Insert Start Date** to **Insert End Date** of each year, upon the following covenants and conditions:

1. USE OF LEASED PREMISES: The LESSEE shall use the Premises for the purpose of raising and harvesting agricultural products. The premises may not be used for any other purpose unless such other use is approved in writing in advance by the LESSOR. A map of the area is attached as Exhibit A herein.

(Insert Specific Requirements for Each Property)

2. RENT: The LESSEE shall pay unto the LESSOR an annual rental fee of **\$Insert number here** (**\$Insert price** per acre) in advance on the first business day of the lease period, **payable to the Department of Environmental Management, State of Rhode Island and sent to the** Division of Fish, Wildlife and Forestry, 1037 Hartford Pike, North Scituate, RI 02837. The LESSEE, paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said leased premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR or any person claiming by, through or under it.
3. PRIOR TERMINATION:
 - (a) If, during the term of this lease, the LESSOR, through the Department of Environmental Management, determines that the leased Premises are desired by the LESSOR for an alternative public use, and upon written notice given thirty (30) days in advance by the LESSOR to the LESSEE to vacate, this lease shall be terminated and thereupon declared at an end; and both the LESSOR and the LESSEE shall be fully released and discharged of all of

the terms, covenants, and conditions of this lease provided the LESSEE has paid the LESSOR all accrued rental and other charges that may be due under this provision during the term of this lease; and except that LESSEE shall be entitled to enter upon the demised premises to harvest and remove any crops.

(b) In the event the LESSEE shall fail to pay the rent or in the case of failure on the part of the LESSEE to perform all of the covenants and agreements contained in this lease, and such failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at the liberty to enter upon and take immediate possession of the leased premises and declare this lease at an end.

4. ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises without the prior written consent of the LESSOR and the State Properties Committee.
5. BUILDING ERECTION, REPAIRS & ALTERATIONS: No building or other structure shall be erected on the leased premises. Lessee shall make no alterations to the premises without obtaining the prior written consent of the LESSOR.
6. MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitee or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR.
7. INSURANCE: (a) Liability: The LESSEE shall obtain and maintain throughout the operation of this lease, comprehensive general liability insurance running to the benefit of both the LESSOR and the LESSEE for bodily injuries including death in the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for any one person and ONE MILLION 00/100 (\$1,000,000.00) for any one occurrence and ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for property damage for any one accident. The minimum amounts of such general liability insurance and terms thereof to be in effect for each year during the term of this lease shall be fixed by the Director of the Department of Environmental Management.

(b) Certificates: LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and as LESSOR may otherwise reasonably request. Said certificates shall name LESSOR as an additional insured on the policy and shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.

8. TAXES: All real estate and other taxes legally assessed against property of the LESSEE on the premises shall be paid by the LESSEE during the term of this lease.
9. LIEN: Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE to secure the payment of all rent due or to become due under the provisions of this lease, as well as the payment and performance of any and all other obligations of the LESSEE contained in this lease.
10. OPTION TO EXTEND LEASE: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option upon approval of the LESSOR to extend this lease for a further period of FIVE YEARS provided the LESSEE, has paid the rent and performed on its part the agreements contained herein. The renewal period shall be limited to the period of March 1 to November 1, annually for the first day of March 20 to and including the first day of November 20 upon the same terms and conditions as are herein contained, except that the amount of annual rent, the minimum insurance requirement, and minimum liability insurance to be in effect for each term of the extended period shall be fixed by the Director of the Department of Environmental Management. The LESSEE, in order to exercise such option, must have given notice in writing by certified mail to the LESSOR at least six (6) months before the expiration date of this lease, of intention to take up such option.
11. NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Director of the Department of Environmental Management, 235 Promenade Street, Providence, RI 02908, with copies of such notices to be sent to the Chief, Division of Fish, Forestry and Wildlife, 1037 Hartford Pike, North Scituate, RI 02837, and any notices from the LESSOR to the LESSEE shall be addressed to **Insert Lessee name and address here**.
12. INDEMNITY: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitee or visitors; (2) all claims including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitee or visitors, or arising out of or from any act or negligence of the LESSEE, or of the LESSEE's agents, employees, servants, invitee, or visitors; and (3) all claims including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.

13. APPROVAL: This Agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.

14. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, arrangements, and understandings between the parties.

15. APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the State of Rhode Island.

EXECUTED IN THE PRESENCE OF:

LESSOR:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS

By: _____
Janet Coit, Acting Director
Department of Environmental Management

LESSEE:

.

By: _____
Insert Lessee Name Here

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF PROVIDENCE

In Providence in said County and State, on the _____ day of _____, 2011, personally appeared before me Janet Coit, the Acting Director of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (as LESSOR), and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in said capacity, and the free act and deed of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

My Commission expires:_____

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

COUNTY OF _____

In _____ in said County and State, on the _____ day of _____, **INSERT Year**, personally appeared before me **Insert Lessee Name Here**, to me known and known by me to be the party executing the foregoing instrument for and on behalf of **Insert Lessee Name Here**, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in said capacity, and the free act and deed of **Insert Lessee Name Here**.

Notary Public

My Commission expires:_____

Approved this _____ day of _____, **YEAR**, by the State Properties Committee:

APPROVED AS TO TERMS
AND CONDITIONS:

Chairman, State Properties Committee

APPROVED AS TO
SUBSTANCE:

Director of Administration

APPROVED AS TO FORM:

Attorney General

APPROVED:

Public Member, State Properties Committee

Public Member, State Properties Committee