

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this _____ day of _____ 2024 by and between the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the "LESSOR", and _____, 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: **South Shore Management Area – Carpenter Unit** containing approximately thirteen (13) +/- tillable acres located east of Matunuck Beach Road, approximately 0.6 miles south of U.S. Route 1, 0.15 miles north of the intersection of Matunuck Schoolhouse Road, South Kingstown, RI, which parcel is clearly described in Exhibit "A" attached hereto and made part hereof, hereafter 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 March 1st to September 30th annually, commencing on the first day of March 2024 to and including the thirtieth day of September 2028, 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 under the terms and conditions below. The Premises may not be used for any other purpose unless such other use is approved in writing by the LESSOR. The property is managed for wildlife resources; the agricultural activities, both requested and allowed, are designed to sustain and enhance wildlife habitat.

- a) No turf grass shall be permitted to be grown on the Premises.

- b) LESSEE shall apply lime and fertilizer in accordance with best management practices.
 - c) A total of thirteen (13) +/- tillable acres shall be planted, as follows:
 - i) The premises shall be managed to grow annual row crops including corn, potatoes, or other vegetables.
 - ii) If a non-corn producer farms the parcel, the lessee shall plant a fifty (50) foot wide corn strip running along the east or southeast side of the field. If the parcel is farmed in corn, LESSEE shall leave a fifty (50) foot wide corn strip standing for wildlife. Corn shall be harvested, and cover crop planted prior to September 30th of each year.
 - iii) 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 no later than September 30th of each year.
 - d) The LESSEE shall follow appropriate agricultural and environmental Best Management Practices as determined by the RIDEM Division of Agriculture and/or the USDA.
 - e) The LESSEE shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976 and all associated regulations.
 - f) Failure to comply with any terms or conditions of the lease will result in termination.
 - g) Recognizing that the Premises was purchased by the LESSOR for the benefit of wildlife resource protection and to create opportunities for hunting, the LESSEE agrees that general public use of the Premises shall be permitted throughout the lease period and that agricultural use of the Premises may not hinder or otherwise prevent these activities.
- 2) RENT: The LESSEE shall pay unto the LESSOR an annual rental fee of _____ in advance of 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 and Wildlife, 277 Great Neck Road, West Kingston, RI 02892. 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.

a) In the event the LESSEE is found to be out of compliance in a given year following the annual compliance review cited in Section 7, the annual rental fee in the following year will include an additional 10% charge. If the LESSEE continues to remain out of compliance 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.

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 six (6) months 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 in the event a portion of the demised premises is so desired, all terms, covenants, and conditions of this lease shall remain in full force and effect, except that the LESSOR shall prorate the annual rental for each remaining year of the lease to compensate for the acreage taken; and except that LESSEE shall be entitled to enter upon the demised premises to harvest and remove any crops within 6 months of such termination.

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 and adhere to 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.
- 5) BUILDING ERECTION, REPAIRS & ALTERATIONS: No building or other structure shall be erected or installed 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) ANNUAL COMPLIANCE REVIEW: The LESSOR will conduct an annual review of the LESSEE's compliance with terms and conditions herein. The compliance review will be based on site visits to the Premises during and after the growing season by the LESSOR to ensure that the fields have been cultivated and planted in accordance with the terms in Section 1 and that all other terms and conditions contained herein have been met. Failure to cultivate and plant fields in accordance with Section 1 shall result in termination of the Lease in accordance with Sections 2 and 3(b) herein.
- 8) 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. The minimum amounts of such liability insurance may be modified, as necessary, on a reasonable basis by the LESSOR during the term of this lease.
- 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 annually on or before January 1st of each year 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.

- 9) **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.
- 10) **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.
- 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 of the Division of Fish and Wildlife, Great Swamp Field Headquarters, 277 Great Neck Road, West Kingston, RI 02892, and any notices from the LESSOR to the LESSEE shall be addressed to _____.
- 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) **NON-WAIVER:** The failure of the LESSOR to insist in any one or more instances upon the strict and literal performance of any of the agreements, terms or conditions of this lease or to exercise any option of the ELSSOR herein contained, will not be

construed as a waiver for the future of such term, condition, agreement or option, the receipt by the LESSOR of rent with knowledge of the breach of any term, condition or agreement will not be deemed to be a waiver of such breach. The receipt by the LESSOR of rent after the giving of any notice required to be given to the LESSEE by the law or by the terms of this lease will not in any way affect the operation of such notice.

- 14) APPROVAL: This Agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.
- 15) 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.
- 16) APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

LESSEE:

By: _____

LESSOR:
STATE OF RHODE ISLAND

WITNESS:

By _____
Terrence Gray P.E., Director
Department of Environmental Management

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STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the _____ day of _____, 2024 before me personally appeared Terrence Gray, the Director of the STATE OF RHODE ISLAND, 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, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

My Commission expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on the ____ day of _____ 2024 before me personally appeared _____ to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by executed to be free act and deed.

Notary Public

My Commission expires: _____

Exhibit A

