

## DEED TO CONSERVATION EASEMENT

THIS DEED TO CONSERVATION EASEMENT is made this [redacted] day of [redacted], 2024, by and between [redacted], and their successors (hereinafter collectively referred to as the “Grantor”), and the STATE OF RHODE ISLAND, acting by and through the DEPARTMENT OF ENVIRONMENTAL MANAGEMENT of 235 Promenade Street, Providence, RI 02909 (hereinafter referred to as the “Grantee”).

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property containing approximately **TBD by survey** acres in the Town of [redacted], County of [redacted], State of Rhode Island, more particularly described in Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Premises”); and

WHEREAS, the purpose of this Conservation Easement is to preserve forest land through the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 U.S.C. § 2103c) as amended.

WHEREAS, the “Conservation Values” of the Premises are consistent with the goals of the Forest Legacy Program and the establishment of this Conservation Easement will provide public benefits by preventing any use that would materially impair or interfere with the Conservation Values of the Premises including protecting forest land and forest resources; protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian area; maintaining and restoring natural ecosystem functions; and maintaining forest sustainability and the cultural and economic vitality of rural communities.

WHEREAS, the specific Conservation Values of the Premises are further documented in an inventory of relevant features of the Premises. The data and explanatory text are presented in the Baseline Documentation Report, dated [Insert date], which consists of reports, maps, photographs, and other documentation that the parties agree to provide.

WHEREAS, Grantor and Grantee agree that the purpose of this Deed to Conservation Easement is also to assure that the Premises shall be hereby encumbered by the Conservation Easement restrictions as set forth herein, and said Premises will be retained forever in its’ existing natural, scenic and forested condition and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The Grantor intends that this Conservation Easement will confine the use of the Premises to such activities specifically enumerated herein which are consistent with the overall purposes of this Deed to Conservation Easement by protection of the Conservation Values of the Premises; and

WHEREAS, the Rhode Island General Assembly has provided for the use of Conservation Restrictions: to preserve land in forestry uses, among others pursuant to Rhode Island General Laws Section 34-39-1 et. seq.; and

NOW THEREFORE, in consideration of the above and the mutual terms, conditions and restrictions contained herein and in consideration of [redacted] (\$XXX,XXX.00) paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant

to the laws of the State of Rhode Island, in particular Title 34, Chapter 39 and Title 45, Chapter 36 of the General Laws of Rhode Island, as amended, Grantor hereby voluntarily grants and conveys unto Grantee a Conservation Easement in perpetuity over the Premises, of the nature and character, and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Conservation Easement to assure that the Premises will be retained forever in its open, natural, scenic, and ecological condition and to prevent any use of the Premises that will significantly impair or interfere with the Conservation Values of the Premises and to protect this environmentally important forest land from conversion to non-forest uses. Grantor intends that this Conservation Easement will confine the use of the Premises to such uses as are consistent with the purpose of this Conservation Easement.
2. Forest Stewardship Plan. A Forest Stewardship Plan developed by Grantor, as amended from time to time (hereinafter referred to as the "Plan"), which Plan sets forth specific procedures by which the Premises shall be maintained including, but not limited to, the adequate maintenance of the Premises to preserve the natural values, public access and other matters as may be required for the preservation of the Premises. All activities on the Premises must be performed in accordance with a current Plan that has been prepared by a professional forester and approved in advance by the State Forester. The Plan shall be prepared and verified as meeting the minimum standards of a USDA Forest Service Forest Stewardship Program's Forest Stewardship Management Plan. The Plan shall be consistent with the goals of the Forest Legacy Program and conditions of the Conservation Easement. At a minimum, the Plan shall address timber, wildlife, water quality, wetlands, recreational resources, cultural values, and aesthetic values of the Premises. The Plan shall be updated at least every ten years, on each change of ownership, or upon any substantial change in the condition of the Premises. In the event of a discrepancy or conflict between the Plan and the provisions of the Conservation Easement, the Conservation Easement shall control.
3. Rights of Grantee. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:
  - a. To preserve and protect the Conservation Values of the Premises;
  - b. To enter upon the Premises at all reasonable times and after prior notice to Grantor, and if necessary, across other lands owned by Grantor adjacent to the premises in order to: (i) monitor and inspect Grantor's or its successors or assigns compliance with the covenants and purposes of this Conservation Easement, (ii) enforce the terms of this Conservation Easement, (iii) take any and all actions as may be necessary or appropriate, with or without order of court, to remedy or abate violation hereof; and (iv) after prior notice to Grantor, its successors or assigns, to observe and study nature, make scientific and educational observations and studies in such manner as will not disturb the quiet enjoyment of the Premises by Grantor;
  - c. To prevent any activity or use of the Premises that is inconsistent with the purpose of this Conservation Easement and the Plan.

- d. To require restoration of such areas or features of the Premises that may be damaged by any inconsistent activity of use.
  - e. To require that no less than Seventy-five (75%) percent of the Premises be maintained in a forested condition.
4. Prohibited Uses. Any activity on or use of the Premises inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- a. The subdivision or development of the Premises or the disturbance or change in the natural habitat in any manner except as permitted herein and under the Plan.
  - b. The placement or construction of any buildings, structures, or other improvements of any kind including without limitation, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, tennis courts, swimming pools, asphalt driveways, roads, parking lots, utility poles, towers, conduits, or utility lines or other structures, except: 1) improvements that are permitted pursuant to the Plan; 2) signs designating the Premises as a Forest Legacy Property; and 3) fences, signs and parking lots that are deemed necessary or desirable by Grantor, and with approval of the Grantee, to manage the Premises for the purposes of this Conservation Easement. No commercial or industrial activity of any kind shall be permitted on the Premises, except commercial forestry activity as set forth in the Plan.
  - c. Any ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or any building of roads or change in the topography of the land in any manner except in accordance with the Plan.
  - d. Use of fertilizers, spraying with biocides, introduction of non-native animals, except as may be set forth in the Plan.
  - e. The dumping or storing of ashes, trash, garbage, wastes, refuse, debris, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils. No activities shall be conducted directly on the Premises, or on adjacent property which could cause erosion or siltation on the Premises.
  - f. The manipulation or alteration of natural ponds, water courses, lake shores, marshes or other water bodies, or activities which would be detrimental to water quality, or which could alter natural water level and/or flow except as set forth in the Plan.
  - g. The operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized vehicles except as are necessary for the maintenance of the Premises or to protect the Premises during an emergency.
  - h. Commercial or industrial use of any kind.

- i. No easements or rights-of-way shall be granted within the subject land after the date of this instrument unless such encumbrances are approved, in advance and in writing, by the Grantee. The Grantee may give such approval if it determines that such improvement or encumbrance would be consistent with the purposes of this Conservation Easement and would not adversely affect the Conservation Values of the Premises. In making such a determination, prior written approval by the USDA Forest Service and Grantee are required for permanent encumbrances, easements or other subsequent authorizations for use or occupancies of the Premises by third parties, including contracts, agreements, licenses, leases, etc., that will: 1) have an appreciable adverse impact on the conservation benefits of the Premises; and/or 2) materially diminish the financial value of the interest acquired using Forest Legacy Program funds.
  - j. Use of more than twenty-five percent (25%) of the premises for “compatible non-forest uses” such as cultivated farmland, pasture, grassland, shrubland, open water, and non-forested wetlands as defined in the Forest Legacy Program Implementation Guidelines, May 2017. Any portion of the Premises in compatible non-forest use at the time of this Conservation Easement that becomes forested shall not return to non-forest uses, and no forested land at the time of conveyance of this Conservation Easement shall be converted to compatible non-forest uses, except as may be set forth in the Plan.
5. Reserved Rights. Grantor reserves for itself, its heirs, successors and assigns, the following reserved rights provided, however, that the exercise of such rights will not interfere with or have an adverse impact on, the essential natural, open and scenic quality of the Premises:
- a. To use the Premises for all purposes not inconsistent with this Conservation Easement and the Plan
  - b. To sell, give or otherwise convey the Premises or any interest in the Premises, provided such conveyance is subject to the terms of this Conservation Easement and the Plan.
  - c. Non-commercial recreation is permitted on the Premises in accordance with all State laws and regulations in a manner which complies with the purposes, goals and provisions of this Conservation Easement and which is consistent with practices that are generally accepted by professional resource managers to protect natural resources. For purposes of this Conservation Easement, non-commercial recreation is defined as non-developed dispersed recreational activities including, but not limited to, camping, hunting, trapping, fishing, hiking, snowshoeing, skiing, and horseback riding.
  - d. Timber harvesting is permitted on the Premises, including for commercial purposes, in accordance with all applicable Federal and State laws and regulations. All forest management activities must be conducted in compliance with the approved Plan. The following activities shall be permitted on the Premises in a manner which complies with the provisions of this Conservation Easement, and the

approved Plan, and which is consistent with the standards, customs and practices that are current and generally accepted by professional forest managers: timber cruising; timber stand improvement practices, such as thinning; timber harvesting, including intermediate and regeneration harvests; tree planting; pruning; maple syruping and sugaring. Construction and maintenance of log landings, skid trails and haul roads are permitted as necessary to accomplish the activities outlined in the Plan. Any roads or trails no longer being used will be returned to natural contour and vegetation.

6. Ecosystem Services: Grantor may engage in ecosystem services markets under other programs, but such action must not adversely affect the interest granted under the Conservation Easement to the Grantee or the Grantee's right of enforcement or be inconsistent with or defeat the conservation purpose for which the Conservation Easement was acquired. No agreements relating to ecosystem service markets shall be made regarding the Premises that is or is likely to become inconsistent with the FLP purposes, terms of the Conservation Easement, or other documents incorporated by reference. If the Grantor or any subsequent owner wishes to enter into such an agreement, the Grantor or any subsequent owner of the fee title will notify the Grantee of any proposed participation in ecosystem service markets the Grantor or any subsequent owner deems compatible with the Purposes and Terms of this Conservation Easement and related documents and explain why market participation may be compatible. The Grantee (in consultation with the State of Rhode Island, Department of Environmental Management if the holder is not the State Lead Agency) will determine the compatibility of the market participation. As needed and appropriate to make the determination, the State of Rhode Island, Department of Environmental Management will consult with the USDA Forest Service. If it is determined to be compatible, the Grantee will provide an approval and authorization letter to the landowner and include the letter and ESM participation documentation as an attachment to the current Plan. The Grantee may review and monitor all ecosystem service market participation for compatibility with FLP purposes and requirements.
7. Baseline Documentation: The parties agree that the specific Conservation Values of the Premises are set forth in the baseline documentation materials consisting of reports, maps and photographs on file at the RI Department of Environmental Management, 235 Promenade Street, Providence, RI 02908 and incorporated herein by reference. The parties agree that the baseline documentation materials provide, collectively, an accurate representation of the Premises at the time of this Conservation Easement and are intended to serve as an objective, though non-exclusive, information of baseline conditions for monitoring compliance with the terms of this Conservation Easement.
8. Grantee's Remedies: If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or injury

to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Premises to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action of the Premises. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Premises, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that if Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from any causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement.

8.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.

8.2 Grantee's Discretion. Enforcement of the terms of this Conservation Easement shall be at the sole discretion of Grantee, and any forbearance or delay by Grantee to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same of any other term of this Conservation Easement.

8.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Access. The rights of public access to any portions of the Premises are as set forth in the Plan. Grantor and Grantee acknowledge that there is no public access to the Premises being granted except as is set forth in the Plan.

10. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises, including the maintenance of adequate general liability insurance coverage. Grantor shall keep the Premises free of any liens arising out of any work performed for, materials, furnished to, or obligations incurred by Grantor.

10.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Premises by competent authority and shall furnish Grantee with satisfactory evidence of payment upon request.

10.2 Hold Harmless. Grantor shall defend, hold harmless, indemnify, and defend Grantee and its employees, agents, contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, including bodily injury and death, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Premises, regardless of cause, except those matters arising from the willful wanton or gross negligent acts of Grantee's employees.

11. Assignment and Transfer by Grantee: The provisions of this section shall apply notwithstanding, and in addition to, any other conditions or limitations that may be imposed on the transfer, amendment, or extinguishment of this Conservation Easement.

Transfer. This Conservation Easement may be transferred or assigned only (i) to a government entity that (a) is eligible to hold this Conservation Easement under the FLP, (b) is willing and able to hold this Conservation Easement for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed on the Grantee by the terms of this Conservation Easement and (ii) with the consent of the State of Rhode Island, Department of Environmental Management. If the Conservation Easement Holder ever ceases to exist or is no longer willing and able to hold this Conservation Easement for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this Conservation Easement, the State of Rhode Island, Department of Environmental Management must identify and select an appropriate entity to which said Grantee's interest under this Conservation Easement must be transferred.

12. Amendment. This Conservation Easement may be amended only with the written approval of the State of Rhode Island, Department of Environmental Management and the USDA Forest Service, and they are under no obligation to agree to any amendment or consult or negotiate regarding any amendment. An amendment may be approved by the State of Rhode Island, Department of Environmental Management, and the USDA Forest Service only if it will (i) serve the public interest and not diminish the benefits provided to the public, (ii) have a beneficial or neutral effect on the Conservation Values protected by this Conservation Easement, (iii) be consistent with the purpose of the FLP and the purpose of this Conservation Easement, (iv) not confer an economic benefit on private persons (private inurement or private benefit in the case of a charitable organization holder), (v) be consistent with the intent of the original grantor of this Conservation Easement and any funding entities, (vi) not diminish the perpetual duration of this Conservation Easement or negatively affect the status or rights of the Grantee, or the United States with regard to this Conservation Easement, and (vii) otherwise comply with all applicable Federal, State, and local laws and regulations. Amendments to make boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description. Any approved amendment must be recorded in the appropriate local land use records and a copy of the recorded amendment must be provided to State of Rhode Island, Department of

Environmental Management and the USDA Forest Service Region within 30 days of recordation. Any purported amendment that is recorded without the prior written approval of the State of Rhode Island, Department of Environmental Management and the USDA Forest Service will be null and void.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor must obtain the written approval of Grantee of any such transfer. Notwithstanding anything contained herein to the contrary, Grantor shall not convey any portion or all of the Premises without first giving Grantee a ninety (90) day option within which to purchase or otherwise acquire the Premises on the same terms and conditions on which the Grantor is willing to make a sale or disposition to any other party. Upon receipt from any other party of an offer for Grantor to sell or otherwise grant an interest in the Premises, Grantor shall promptly notify Grantee in writing by certified mail of said terms and conditions and submit in writing any bona fide offer acceptable to Grantor which Grantor may have received. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
14. Extinguishment. The Grantor and the Grantee acknowledge that USDA Forest Service FLP funding for the acquisition of this Conservation Easement is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq), and pursuant to the grant agreement 19- DG-11420000-281- Scituate Reservoir Watershed Project awarded by the United States Department of Agriculture (USDA) Forest Service on 8/22/2019 to the Rhode Island Department of Environmental Management. The grant agreement is housed in the USDA Forest Service Eastern Regional Office at 626 E. Wisconsin Ave., Suite 600, Milwaukee, WI 53202 or in an archival facility per Agency policy. The Grantor and the Grantee acknowledge and agree that this Conservation Easement cannot be extinguished, in whole or in part (whether through release, termination, exchange, or otherwise) unless the USDA Secretary of Agriculture (Secretary), in the Secretary's sole and absolute discretion, consents in writing to the extinguishment and the United States is reimbursed its proportionate share of the value of this Conservation Easement or the portion thereof that is extinguished at the time of extinguishment. The form of the United States' reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for FLP or similar conservation purposes. This Conservation Easement shall not be deemed extinguished in whole or in part until the United States receives reimbursement as provided in this paragraph.

The United States' "proportionate share" is       %, which was determined by dividing the Forest Legacy Program's contribution to the acquisition of this Conservation Easement by the value of this Conservation Easement at the time of its acquisition and expressing the result as a percentage. The United States' proportionate share shall remain constant over time.

The "value of this Conservation Easement or the portion thereof that is extinguished" shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform



Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by the Grantee and the USDA Forest Service.

No inaction or silence by the Secretary shall be construed as approval of an extinguishment or as an abandonment of this Conservation Easement in whole or in part. Any purported extinguishment executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial extinguishment.

If the Grantor or the Grantee is notified of a proposal to condemn all or any portion of the property subject to this Conservation Easement, the Rhode Island Department of Environmental Management and the USDA Forest Service must immediately be notified.

14. General Provisions.

- a. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Premises.
- b. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- c. Rhode Island Law. This Conservation Easement shall be and is deemed to be a conservation restriction under the laws of the State of Rhode Island only and shall be construed and given effect in accordance with the laws of the State of Rhode Island and not otherwise.
- d. Severability. If any provision of this Conservation Easement or the application hereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Conservation Easement and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Conservation Easement shall be valid and enforceable to the fullest extent permitted by law.
- e. Waiver. No consent or waiver, express or implied by either party to or of any breach in the performance by the other party of its agreements hereunder shall be construed as a consent or waiver to or of any breach in the performance by such party of the same or any other agreement. The failure on the part of either party to complain of any such action or inaction on the part of the other or to declare the other in default, no matter how long such failure may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder.
- f. Construction. This Conservation Easement shall not be construed, without regard to any presumption or other rule requiring construction, against the party causing this Conservation Easement to be drafted.

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

WITNESS:

GRANTOR:

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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 he acknowledged said instrument by him executed to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

WITNESS:

STATE OF RHODE ISLAND, DEPARTMENT  
OF ENVIRONMENTAL MANAGEMENT

\_\_\_\_\_

By: \_\_\_\_\_  
Terrence Gray, P.E., Acting Director

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Terrence Gray, P.E., Acting 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, 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: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the State Properties Committee.

Approved as to Terms  
and Conditions:

\_\_\_\_\_  
Chairman, State Properties Committee

Approved as to Form:

\_\_\_\_\_  
Attorney General

Approved as to Substance:

\_\_\_\_\_  
Director of Administration

Approved:

\_\_\_\_\_  
Public Member, State Properties Committee

Approved:

\_\_\_\_\_  
Public Member, State Properties Committee