



**PURCHASING DEPARTMENT**  
 581 Plains Road, Suite 3  
 Kingston, Rhode Island 02881-2010

Phone: 401-874-2171  
 Fax: 401-874-2306

UNIVERSITY OF  
 Rhode Island

**BID/PROPOSAL**

DATE: 4/20/2005

AGRICULTURAL LAND LEASES

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 1350 RFP NO. \_\_\_\_\_

DATE & TIME BIDS TO BE RECEIVED IN UNIVERSITY PURCHASING DEPARTMENT: 5/12/2005 - 3:00 PM

PRE-BID/PROPOSAL CONFERENCE DATE: 4/26/2005 TIME: 5:00 PM

LOCATION: URI, PURCHASING DEPARTMENT CONF. ROOM, 581 PLAINS ROAD, KINGSTON RI 02881

BUYER: T.ANGELL SURETY REQUIRED \_\_\_\_\_ NO SURETY REQUIRED X

**BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.  
 FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.**

COMPANY NAME: \_\_\_\_\_ FEIN: \_\_\_\_\_

STREET AND NUMBER: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

**No offer will be considered that is not accompanied by the attached two-page University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.**

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Telephone Number/Facsimile Number

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Company F.E.I.N.

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

# University of Rhode Island Bidder Certification Form/Contract Offer

## NOTICE TO OFFERORS

This two-page University of Rhode Island (URI) Bidder Certification Form/Contract Offer **must** be attached to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with URI. As such, submittal of the entire University of Rhode Island Bidder Certification Form/Contract Offer, signed by a duly authorized representative of the offeror attesting to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award. Offers received without the entire completed two-page form attached may result in offer disqualification.

## Rules for Submitting Offers

A complete, signed bid/offer package, including a completed two-page University of Rhode Island Bidder Certification Form/Contract Offer must be submitted to the University Purchasing Office indicated in the bid proposal (either at (1) the Main Campus in Kingston, RI or (2) the Graduate School of Oceanography at the Narragansett Bay Campus in Narragansett, RI) with the specific Bid/RFP number, date and time of bid opening noted on the envelope. Bids misdirected to other locations or which are not present at the designated University Purchasing Office at the time of opening for whatever cause will be considered to be late and will not be opened. For the purpose of this requirement, the official time and date shall be that of the time clock in the designated University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

Each bid/offer must be submitted in a separate sealed envelope. **IF ATTACHMENTS ARE REQUIRED, BE SURE THEY ARE INCLUDED IN PACKAGE!!!** (e.g., Bid Sureties, Special Licenses, Samples, Specifications that Differ From Solicitation).

## Other Provisions and Procedures

To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (<http://www.purchasing.state.ri.us>) for a minimum of seven days. Bid Solicitations/Plans and Specifications may be obtained by contacting the designated University Purchasing Office.

Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. After an award has been made, failure to meet all requirements of this invitation may result in a determination of default. Payments for partial delivery will not be made, except where expressly provided herein.

Unless specified “no substitute,” product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications.

The University reserves the right to (a) make awards on the basis that best serves the interest of URI, individual items, total low, etc., and (b) reject any and all bids in whole or in part. Prices quoted are N30, FOB Destination, less federal/state tax.

Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island.

This invitation is issued in accordance with the specific requirements described herein, and the State’s Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase, a copy of which is on file at the State House Library.

The University issues two categories of Bid invitations: “Public” and “Formal”. Bidders are encouraged to attend Public Bid Openings to obtain competitive pricing information (Formal Bids do not involve public openings and may be submitted by fax). Bid tabulations may be reviewed after award(s) have been made at the designated University Purchasing Office Mondays through Fridays between the hours of 9:00 a.m. and 3:30 p.m. – telephone requests for bid results will not be honored.

Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection upon written request once an award has been made.

Provisions of State labor laws concerning payment of prevailing wage rates, issued by the R.I. Department of Labor and Training, shall apply for contracts involving public works construction, alteration, or building repair work.

In accordance with Title 7 Chapter 1.1-99 of the Rhode Island General Laws, foreign corporations (a corporation established other than in Rhode Island) must be qualified to transact business in this state.

State Equal Employment Opportunity Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws, also apply.

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements. Incomplete certification forms are grounds for disqualification of offer.

Indicate Yes(Y) or No(N):

- \_\_\_1 Has your firm (or any principal) been subject to the following findings by the Federal Government, State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- \_\_\_2 Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- \_\_\_3 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
- \_\_\_4 I/we acknowledge that, in accordance with (1) RIGL Section 37-2-54(C) “no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe,” and (2) RIGL section 37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent.
- \_\_\_5 I/we certify that all of the vendor information provided is correct and complete.
- \_\_\_6 I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
- \_\_\_7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
- \_\_\_8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
- \_\_\_9 I/we acknowledge that the provisions and procedures set forth in this form apply to any offer contained herein.

IF YOU HAVE ANSWERED “YES” TO QUESTIONS #1 or 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #3 – 9 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.

**Signature below commits vendor to the attached offer and certifies (1) that the offer reflects all solicitation amendments (2) that the above statements and information are accurate (3) that vendor understands and has complied with the requirements set forth herein**

\_\_\_\_\_  
Bid No. \_\_\_\_\_ Date \_\_\_\_\_  
Vendor’s Signature: (Person authorized to enter into contracts; signature must be in ink)

\_\_\_\_\_  
Print Name and Title of Company official signing offer Telephone Number

COMMODITY: LAND LEASES  
 OPENING DATE & TIME: 5/12/05 - 3:00PM

SHIP TO:  
 UNIVERSITY OF RHODE ISLAND  
 FACILITIES SERVICES  
 523 PLAINS ROAD  
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)

BIDDER (NAME OF FIRM)

BID NO: 1350

BID NO: 1350

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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**INSTRUCTIONS:**

IF BIDDING ON ANY ITEM, THE ENTIRE BID MUST BE RETURNED. THE PRICE COLUMN ON THE RIGHT WILL BE DETACHED TO CREATE A BID TABULATION SPREAD SHEET FOR THE "OFFICIAL BID ANALYSIS", THEREFORE:

- A. VENDOR NAME MUST APPEAR IN BOTH COLUMNS ON "EVERY" PAGE UNDER THE WORDS "BIDDER"
- B. PRICE COLUMNS MUST CONTAIN "EXACTLY" THE SAME INFORMATION.
- C. ANY SUPPLEMENTARY INFORMATION MUST BE REPEATED IN "BOTH" COLUMNS.
- D. TO ASSURE THAT OFFERS ARE CONSIDERED ON TIME, EACH OFFER MUST BE SUBMITTED WITH SPECIFIC BID/RFP NUMBER (PROVIDED ABOVE), DATE AND TIME OF OPENING MARKED IN THE UPPER LEFT HAND CORNER OF ENVELOPE. EACH BID/OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES:

<b>MAIL TO:</b>  UNIVERSITY OF RHODE ISLAND P.O. BOX G PURCHASING DEPARTMENT PLAINS ROAD KINGSTON, RI 02881-0507	<b>COURIER:</b>  UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT 581 PLAINS ROAD KINGSTON, RI 02881-2010
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DOCUMENTS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE NOT PRESENT IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICE TIME AND DATE SHALL BE THAT OF THE TIME CLOCK IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT. POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.

FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".

BLANKET REQUIREMENTS DECEMBER 1, 2005 - NOVEMBER 30, 2010 WITH TWO OPTIONS TO RENEW FOR AN ADDITIONAL FIVE YEARS EACH.

AGRICULTURAL LAND LEASES PER THE ATTACHED SPECIFICATIONS.

1	<b>PARCEL W1 - APPROX 23 ACRES</b> BID PRICE PER ACRE (ANNUAL) \$ _____ NOTE: LAND MUST BE CLEARED. THIS PARCEL WILL BE BID SEPARATE PLANNED LAND USE/ REQUIRED DATA: _____ _____	5 YEARS	\$ _____/YR.	\$ _____	\$ _____/YR.	\$ _____	1
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2005 AGRICULTURAL LAND LEASE  
THE UNIVERSITY OF RHODE ISLAND, KINGSTON, RHODE ISLAND

1. **OVERVIEW:** The Board of Governors for Higher Education/University Of Rhode Island (hereinafter called the LESSOR) hereby offers for lease to any qualified agricultural enterprise the following parcels of land, in the Town of South Kingstown, they being part of the tillable portions of University of Rhode Island land as delineated on the attached photographs. The parcels are identified by the parcel names and numbers listed below, and are offered with the listed stipulations and conditions, to all of which the LESSEE shall expressly agree to and incorporate into their bid.

2. **BID RESPONSE:** As part of the bid response, bidders must demonstrate that they are a qualified agricultural enterprise by submitting the following documentation:

- A. State of Rhode Island Farm Tax Number/"Permit of Tax for Sale"
- B. Most recent filing of IRS 1040F Schedule (for farm income verification)
- C. Pesticide Applicator's License. Provide a current Pesticide Certification Number and identify the three individual(s) within the organization who possesses the license.
- D. Proof of a minimum of five (5) years experience in the agricultural/farming industry
- E. Written description detailing the following, which shall be considered along with the bid prices in the evaluation and selection of the successful bidder:
  - (1.) The actual number of years experience in the agricultural/farming industry and in what capacity, e.g. grower/producer, seller/broker etc.
  - (2.) The actual agricultural/farming use that is planned for each parcel.
- F. Detailed written explanation for any missing information and documentation required as part of the bid response.

3. **AWARD:** Six parcels are listed in paragraph 4, and at Attachment A, for bid. It is the intent of the LESSOR to award three primary leases – one for the K-Series parcels, one for the P-Series parcels, and one for a new section of land, W1, that must be cleared. Awards shall be made to the bidder(s) whose offer(s) constitutes the highest responsive price offer (or highest responsive price offer on an evaluated basis) for each of these land areas (K-Series, P-Series, and W1) or for the Request as a whole, at the option of the LESSOR. The LESSOR reserves the right to determine those offers which are responsive to the Request, or otherwise serve its best interest. Acreages provided in this document are best estimates and subject to confirmation by the LESSEE.

4. **PARCELS TO BID:**

Parcel #	ACREAGE	PRIMARY LAND USE
K1	57.0 AC	GENERAL AGRICULTURAL FARMING
K2	19.0 AC	GENERAL AGRICULTURAL FARMING
K3	7.5 AC	GENERAL AGRICULTURAL FARMING
W1	23.0 AC	GENERAL AGRICULTURAL FARMING
P2	85.0 AC	GENERAL AGRICULTURAL FARMING
P3	16.0 AC	GENERAL AGRICULTURAL FARMING
TOTAL	207.5 AC	

5. GENERAL CONDITIONS:

A. The initial term of the lease will be five (5) years, beginning December 1, 2005, and ending November 30, 2010. Two options to renew for an additional five (5) years each, subject to changes and alterations as agreed upon by mutual consent by both parties, will be provided.

B. The LESSEE shall pay to the LESSOR as rent the sum of \$\_\_\_\_\_per year in the following installments: Semi-annual payments beginning January 15th, 2005, then every July 15th and January 15th each year thereafter.

C. The provisions hereof shall apply to the successors, executors, administrators, and assigns of the respective parties.

D. The LESSEE shall not assign, sublet, or underlet the whole or any part of said premises without in each case first securing the consent in writing of the LESSOR.

E. The LESSOR reserves the right to cancel the lease agreement by giving written notice of termination to the LESSEE no less than twelve (12) months in advance of the effective date of termination without any obligation to compensate the LESSEE.

F. Either party may terminate the lease in the event of default by the other party by giving written notice of termination to the defaulting party. A default shall occur whenever either party fails to comply with or to perform any material provision or condition of the lease agreement and such failure continues for 90 days after written notice of default has been provided to the defaulting party.

G. All notices required or permitted under the lease agreement shall be valid if given in writing and if properly addressed and mailed by certified mail, postage prepaid, or hand delivered, as follows:

If to the LESSOR:

The University of Rhode Island  
The Office of the Director of Facilities Services,  
523 Plains Road, The Sherman Building, Kingston, RI 02881.

If to the LESSEE:

(TBD)

H. The LESSEE shall be an equal opportunity employer and shall not discriminate in its employment policies and practices against any person on the basis of race, color, sex, religion, national origin, disability or Vietnam era veteran status.

I. The LESSOR reserves right(s) of way for constructing and/or maintaining any utilities, test wells, tests necessary for future land use, access roads that exist or are required, or for any other purpose necessary to properly manage the property, for either current or future use. With the exception of emergency situations, the LESSOR shall provide the LESSEE with reasonable notice regarding the need for access to the leased property.

J. The LESSEE is responsible for obtaining all permits from the Rhode Island Department of Health and the Rhode Island Department of Environmental Management, and all other government agencies, regarding forestry, water quality, wellhead protection, wet lands, ground water protection and all similar or applicable regulatory requirements for the leased property.

K. The LESSEE represents and warrants to the LESSOR that it shall not contaminate or pollute the premises, including without limiting the generality of the foregoing, the soil, well, well heads, ground water, subsurface water or wet lands contained thereon by use of hazardous waste, toxic substances, hazardous chemicals or the like. The LESSEE agrees to indemnify, defend and hold harmless, the Board of Governors for Higher Education, the University of Rhode Island and the State of Rhode Island, their respective officers, directors, employees, agents and servants, from and against any loss, liability or payment arising from any and all claims, demands, actions causes of action, violations, administrative penalties and other liabilities or payments therefore, resulting from such contamination or pollution. The LESSEE shall not store any production materials including but not limited to materials such as fuel, fertilizer, pesticides on the property without appropriate security precautions to avoid release to the environment. Under no circumstances shall fuel be stored on the property without locks and all State and Federally required containment protection.

L. The LESSEE will assume responsibility for any loss to their equipment and products resulting from damage, destruction, or theft of their property for any reason. The LESSOR shall not be liable to the LESSEE for any loss of profits arising out of any such damage, destruction, or theft.

M. The LESSEE shall promptly give written notice to LESSOR of any and all damage, which may result from the use of the premises, or from acts of third parties.

N. The LESSEE agrees to indemnify, defend and hold harmless the University of Rhode Island, the Board of Governors for Higher Education, and the State of Rhode Island, their respective officers, employees and agents, from any and all payment, liability, loss or damage, including reasonable attorney's fees and court cost, arising out of any claims, demands or actions for property damages, bodily injuries including death, caused by or resulting from:

- (1.) The LESSEE'S breach of any representation, warranty, term or condition of the lease; or
- (2.) Products liability claims or lawsuits resulting from the use of the LESSEE'S products or products furnished by the LESSEE under the provisions of the lease; or
- (3.) The negligent acts or omissions of the LESSEE or any of their employees, agents or representatives in connection with their performance obligations, or use and possession of the premises.

6. INSURANCE:

A. The LESSEE will furnish to the University's Office of Safety and Risk Management, 177 Plains Road, Kingston, RI 02881, prior to the commencement of the lease agreement with the University, insurance certificate(s) evidencing that they maintain with a company(s), licensed to do business in the State of Rhode Island, the following coverage:

- (1.) Workers' Compensation Insurance as required by the laws of the State of Rhode Island.
- (2.) Comprehensive General Liability insurance with limits, without deductibles, retention's or self-insured reserves, of not less than:
  - a. Bodily Injury Liability: \$2,000,000 per person /\$2,000,000 per occurrence
  - b. Property Damage Liability: \$2,000,000 per occurrence
  - c. Public liability insurance coverage: \$1,000,000 specific to the use of pesticides.

B. The certificate(s) of insurance shall specify the date(s) when such insurance expires and shall further provide for ten (10) days prior notification to the LESSOR of cancellation or material changes

in coverage. Renewal certificates shall be in the University's possession prior to the expiration dates of all policies noted therein. All insurance policies required by the lease agreement shall, by endorsement or otherwise, name the University of Rhode Island, the Board of Governors for Higher Education, and the State of Rhode Island as additional named insured.

#### 7. GENERAL PARCEL RESTRICTIONS

A. Each parcel shall be used for farming or GENERAL AGRICULTURE and for no other purpose without the prior express approval of the LESSOR. No ANIMALS are to be kept on the property. The LESSEE shall not damage, misuse, or commit or suffer waste on the premises, and shall follow good conservation practices. The LESSEE shall obtain and develop and submit to the Agricultural Lands Advisory Committee (ALAC) an approved CONSERVATION PLAN from the Southern Rhode Island Conservation District and be bound by the plan. The LESSEE shall keep the premises, and upon termination of the lease deliver them up, in as good conditions as they are in, or may be put in by the LESSEE.

B. The LESSEE agrees to provide the LESSOR the opportunity, at any time during the term of this lease, to purchase any crop produced on the leased property at a reduced price to be negotiated by the parties in good faith. The LESSEE shall remove or harvest all crops or product from the leased parcels no later than the expiration of this lease. Upon expiration of this lease, all crops or product remaining on any of the leased parcels shall be deemed the sole property of the LESSOR. [The intent of this section is to prevent the LESSEE from continued use of the leased parcels after expiration of the lease without express prior approval of the LESSOR. For example, a LESSEE who puts in the ground knowing or having reason to know that the product can only be harvested after the expiration date of the lease will have forfeited all rights and interests in the product.]

C. No crop other than hay is to be followed by itself for more than two years and or growing seasons. Tentative rotation plans must be submitted by January 1st each year for review and written approval by the University of Rhode Island College of the Environment and Life Sciences', Agricultural Lands Advisory Committee (ALAC). LESSOR'S objection to proposed rotation plans shall be provided to the LESSEE within 30 days of submission by the LESSEE. Otherwise they shall be deemed as acceptable.

D. If nursery sod "turfgrass" is produced the following restrictions apply:

(1.) After seeding, the crop shall be left in place for a minimum of 12 calendar months prior to harvest unless a written early release is received from the ALAC.

(2.) The leased property cannot be plowed for reseeding after October 15th. Any land plowed prior to/or on October 15th must be reseeded with an approved crop or cover crop.

(3.) Any sod seeded after September 15th may require inclusion in the seeding mixture a full complement of materials judged satisfactory to address cover crop requirements as established and approved by the Agricultural Lands Advisory Committee. The ALAC shall be responsible for determining the seed mixture to address cover crop requirements.

(4.) Harvesting techniques that involve the removal of soil by on-site washing must be performed in a manner that does not promote soil erosion from water run-off. Any soil so separated from harvested sod whether subjected to on or off-site washing shall be reapplied to the harvest site.

(5.) Soil removal during harvesting shall be kept to a minimum. The land must be surface planed or smoothed prior to seeding and rolled prior to harvest to minimize soil removal. Use of a harvester that harvests more than nine (9) square feet per unit shall be subject to approval of the

University's Agricultural Lands Advisory Committee Chair or their designee. Removal of soil judged to be exceeding these limitations must be reapplied to the leased property.

(6.) The University of Rhode Island's Agricultural Lands Advisory Committee through its Chair or designee reserves the right to require adjustments in harvesting operations to ensure soil removal is minimized.

E. Apart from the "Special Parcel Restrictons" listed below, the LESSOR may require the use of a parcel, or various parcels, to meet requirements in the support of summer athletic programs. If so required, both parties shall negotiate the playing field(s) location(s) and other usage requirements, in good faith. The LESSEE will be reimbursed for any damage caused to the turf by these programs. The reimbursement will be based on an evaluation of the conditron of the turf before the activities, and an evaluation made immediately upon completion of the activities. The evaluation will be made by a mutually agreed upon third party, selected prior to the start of the activities. Reimbursement may be made through the reduction of the lease payment at the discretion of the LESSOR.

F. Any irrigation permits/permissions shall be the sole responsibility of the LESSEE. Written notification shall be given the LESSOR 30 days in advance of any request for irrigation withdrawal.

G. Land leased for producing row or cultivated crops (potatoes, corn, etc.) must be seeded with a winter cover crop of cereal rye, oats or wheat seeded at specifications described by the ALAC or described within the USDA Farm Services Agency's Environmental Quality Incentives Program (EQIP) or similar subsequent program.

H. A full listing of the active ingredient, name and rate of any pesticides applied to the land shall be provided to the LESSOR by 31st December each year for the previous year. Full listings should be sent to the following locations:

Director, Safety & Risk Management Department  
University of Rhode Island  
177 Plains Road  
Kingston, RI 02881

Director, Facilities Services  
University of Rhode Island  
523 Plains Road, The Sherman Building  
Kingston, RI 02881

I. The LESSEE must provide 12 months advanced notification and obtain the approval of the LESSOR through the ALAC for the crop and cropping condition planned for the parcel upon lease termination or expiration. The LESSEE must leave the parcels in a crop or cropping condition that shall meet or exceed the intentions and restrictions of the USDA EQIP program for maximum protection of the land resource. The intent is to have the LESSEE, prior to vacating the property, have in place on the parcel appropriate and adequate cover crop to protect the land.

J. The restrictions set forth in paragraph 7D(1), 7D(2), 7D(3), may be altered or waived by approval of the University of Rhode Island's Agricultural Lands Advisory Committee. The sole criteria for the waiver shall be that the sod is judged to be mature and that further sod growth would not further reduce projected soil loss. The LESSOR reserves the right to conduct on-site inspections to ensure that growing and harvesting techniques follow good soil conservation practices.

## 8. SPECIAL PARCEL RESTRICTIONS

A. PARCEL K1, K2 and K3 --- The LESSOR is considering building a golf learning center in a site that includes these parcels. The project will demonstrate and evaluate the current state-of-the art and future developments in low maintenance course--design to minimize dependence on inputs of pesticides, water, nutrients and labor. Due to the uncertainty concerning the start of this project, the LESSOR reserves the right to an early termination of the lease agreement for parcels K1, K2 and K3 (in addition to any other right for termination set forth herein) by providing written notice of termination to the LESSEE which termination shall be effective no less than sixty (60) days from the date of said notice. The LESSOR will use its best efforts to both inform the LESSEE of the start date of this project as soon after that date is known by the LESSOR as may be practicable and to allow the LESSEE a reasonable opportunity to harvest those crops remaining on these parcels at the time of the early termination by the LESSOR. In the event there are any crops remaining on these parcels that cannot be harvested by the effective date of the early termination or at such time as the parcels are actually needed by the LESSOR for this project, whichever is later, then the LESSOR shall compensate the LESSEE for those remaining crops only if they were seeded by the LESSEE prior to being informed of the project start date and for a price to be determined by agreement between the LESSOR and LESSEE or, if a price cannot be agreed upon, then by arbitration. Any crops remaining on these parcels that were seeded by the LESSEE subsequent to being informed of the project start date shall, in the sole discretion of the LESSOR, become the sole property of the LESSOR free and clear of any rights and interests of the Lessee.

B. PARCEL K1, K2 and K3 --- The LESSEE shall be completely responsible for using the property in a manner that maintains the existing natural and constructed storm water/waterway drainage patterns. The waterway was designed and installed for storm water management on these parcels.

C. PARCEL K2 --- LESSEE must make available (with a mature sod crop or acceptable temporary crop in-place) for use by the LESSOR, or its designee, parcel K2, which may be used as playing fields for athletic contests in June, July, and August each year. In the event that turf grass is not suitable for play on parcel K2, the LESSEE shall make available at NO EXPENSE to the LESSOR equal playing surface area within walking distance acceptable to the LESSOR.

D. Each bid for Parcel K1 will include bid documentation providing a specific cost of service to provide the following services on the parcel known as the 'May Farm Lot' (shown as M-1 on the attached photos). The May Farm lot consisting of approximately twenty acres (20 acres) of Kentucky bluegrass/perennial ryegrass turf intended for general University athletic requirements. The services to be provided include all fertilization, pH management, pest monitoring and mowing services. The potential successful LESSEE of K1 shall provide a quote of services on a \$\_\_per acre basis inclusive of goods and services. Fertilizer requirements shall be determined by soil test and consultation with University designated staff but should be expected to be an annual requirement for not less than 120# N/acre per year in not less than three applications, and other elements per soil test and mowing as needed to maintain acceptable turf quality based on industry standards. The projected fee for services may be credited toward K1 rental expenses, and will be used to evaluate the final bid submitted by the LESSEE.

E. PARCELS P2, P3

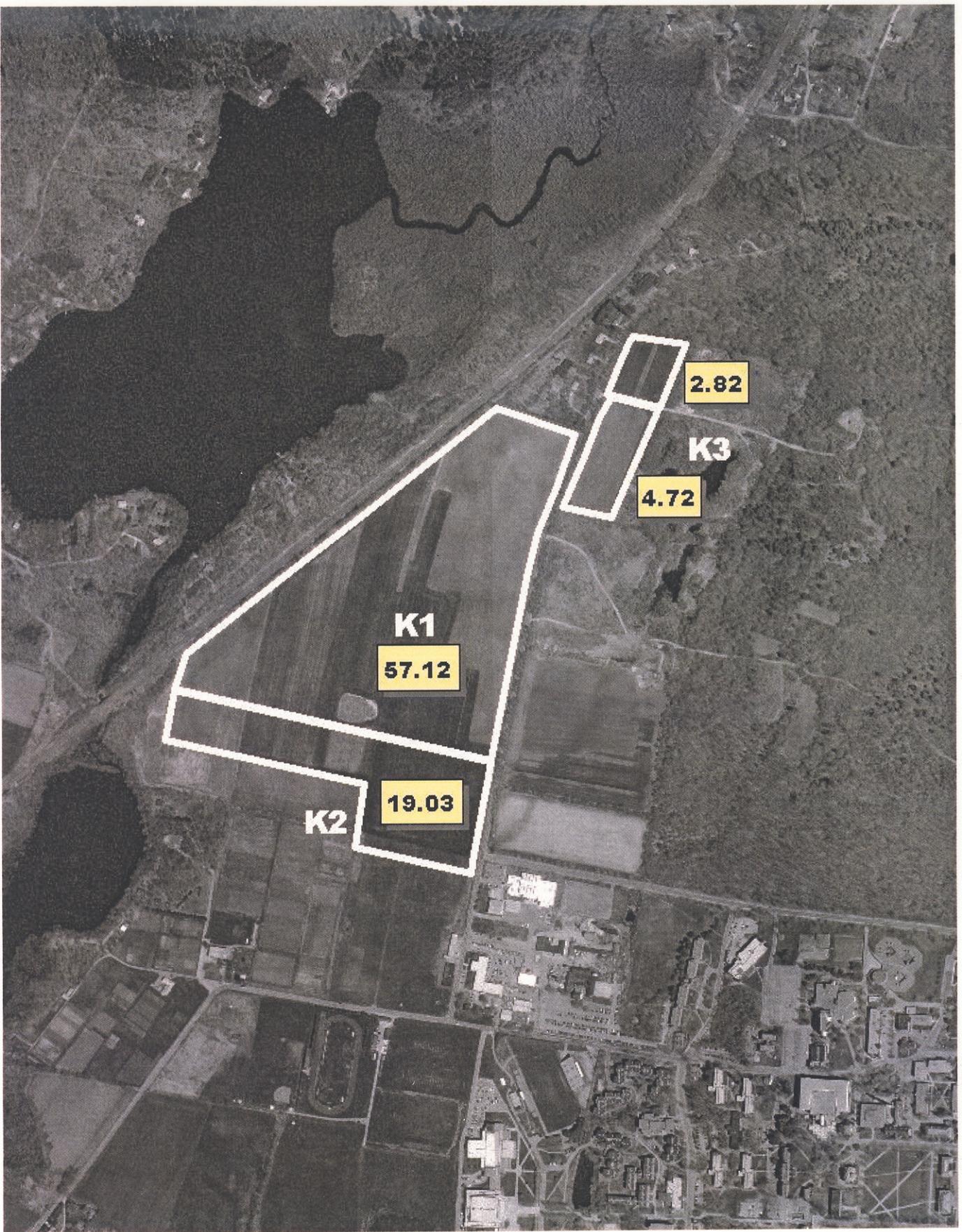
(1.) These and other adjacent parcels are served by a buried irrigation system installed in 1995. The irrigation system consists of approximately 4,000 feet of eight (8) inch plastic, high-pressure pipe buried approximately 36 to 42 inches deep. The approximate position of this irrigation line is noted herein with a dotted line on the appropriate map rendering. The visible parts above ground are the hydrants spaced approximately 300 feet apart, as well as air release valves. The Chipuxet River is the current water supply source for the irrigation system. The LESSEE shall be completely responsible for maintaining at its own expense, the buried irrigation

system servicing these parcels in compliance with the USDA's Natural Resources Conservation Service's requirements. The USDA's Natural Resources Conservation Service requires that the buried irrigation system be maintained in proper working order. Maintenance shall include, but not limited to, routine annual draining prior to the winter months, repairing/replacing any damaged or leaking hydrants and valves. The LESSEE's duty to maintain the irrigation system as stated herein shall exist only during such period when the parcels are under lease by the LESSEE.

(2.) The University of Rhode Island is committed to the reduction and eventual elimination of in-stream withdrawal in favor of the development of an irrigation system to be constructed south of the current Peckham Farm Animal Science Center on approximately 0.9 acre as noted on lease documents. The LESSEE shall be solely responsible for the permitting and construction of the irrigation pond and/or well and related facilities including but not limited to a pump house, pump system, main buried irrigation lines and linkage to the current system. The design of this system will include necessary lines for research and teaching facilities on URI facilities. The cost of the construction and development must be factored into the LESSEE's proposed bid. The MINIMUM acceptable proposal shall include dredging the pond to a minimum average depth of 8 feet for a surface area of not less than 6,500 ft<sup>2</sup>. All dredge material shall be disposed of in a manner consistent with law and sound practice at the expense of the LESSEE and pond edges shall be graded to a 3:1 slope and sodded or vegetated to stabilize pond sides.

(3.) The irrigation well shall be sized to provide a minimum of 700 gallons per minute and must be located within 100 ft of the pond site. The LESSEE shall construct a suitable structure for housing all equipment and control systems related to the irrigation system and shall include but not be limited to pump(s), motor(s), controllers and electrical control systems. The system must be coupled to the current irrigation system and the LESSOR shall provide hydrant access at no less than 300 ft intervals along the transmission line. The transmission line must run in a generally westerly direction along the current farm road for a distance of approximately 500 ft minimum and turn southerly until interconnecting with the current system. An access pit and a minimum of 20 ft of pipe installed in a northerly direction must be installed at the southerly turn point so the LESSOR might extend the system at a future time of it's choosing. The mainline shall be sized and constructed to provide no functional pressure or volume decrease over the entire system. The LESSEE is responsible for obtaining all permits (State and Local) for the irrigation and pond system. The LESSOR shall provide access to a 3-phase electricity source, but the cost of connection and the cost of the electricity shall be borne by the LESSEE. A water meter will be installed at the site at LESSEE's expense to measure the volume of water used in the irrigation process.

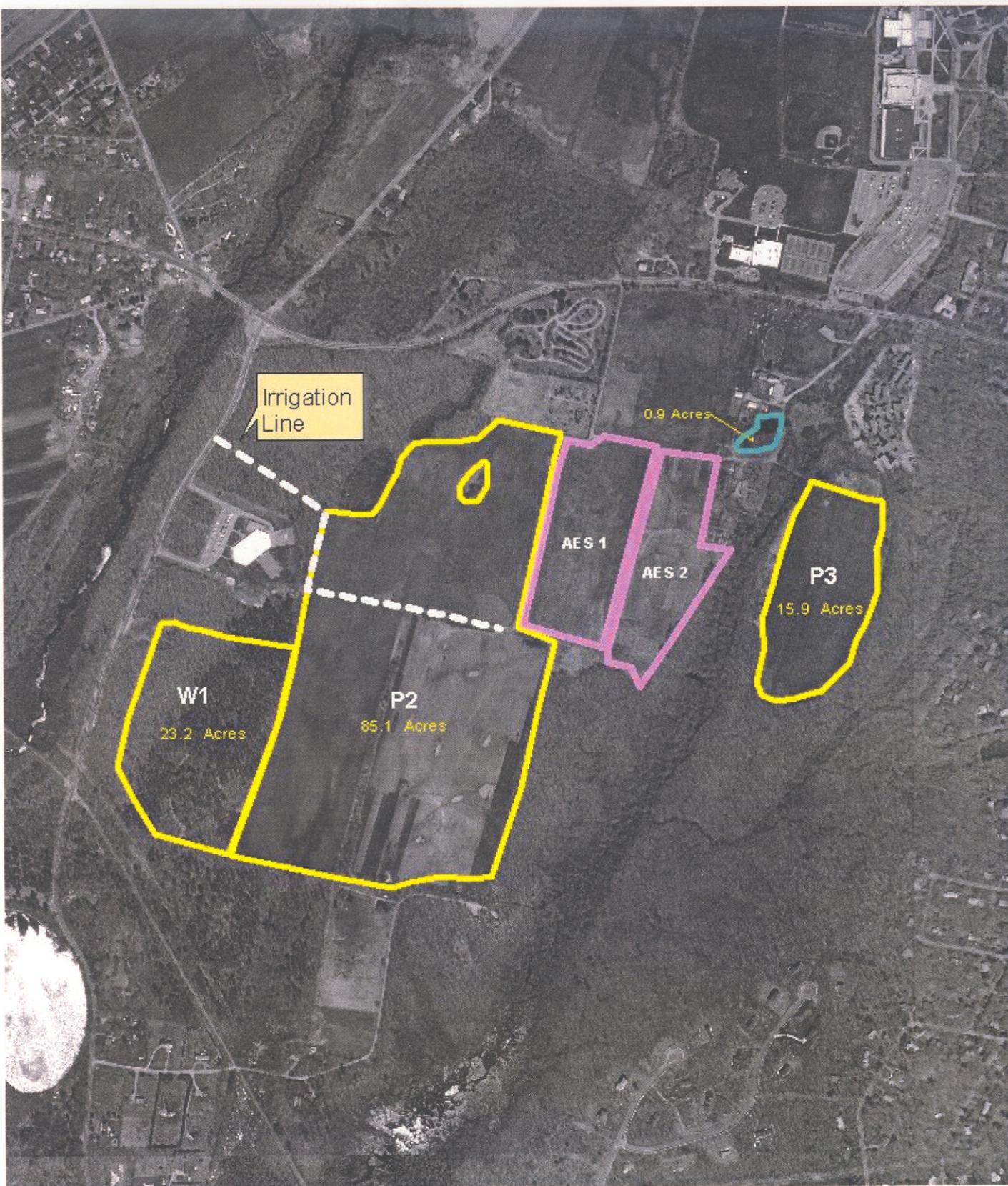
F. PARCEL W1—This parcel is currently wooded and must be bid as a separate parcel. LESSOR will determine feasibility of development based on a plan submitted by LESSEE to clear and farm the parcel. LESSOR retains the right to reject any and all plans submitted, and to act in its best interest. It may be cleared for production by the LESSEE at the expense of the LESSEE after all necessary permits are obtained. No stumps, timber, branches, roots or other debris may be buried on site and must be removed from the site at the expense and risk of the LESSEE. Under no circumstances is the LESSEE to go any closer than 200 feet toward the West Kingston Elementary School property boundary, 200 feet from the eastern edge of the Ministerial Road and no further south than the current boarder of P3. The LESSEE may not take more than 24 months from the signing of the lease agreement to complete all clearing operations and begin farming operations on this parcel.



200 0 200 400 Feet



## 2004 Agricultural Lands Lease Program



200 0 200 400 600 800 Feet



Imagery from 1997 RIGIS Orthophotography  
Image Scale 1:5,000

Map Produced by the College of the Environment and Life Sciences  
University of Rhode Island