



# Snake Den Farm & State Park

**Proposals for Limits to Public Access Across Leased Premises**

04.20.2020

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**Marina Capraro**

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## Overview

The Northern RI Conservation District began managing the 147-acre Dame Farm property on Brown Ave in Johnston in 2013. The terms of this agreement are laid out in the "Indenture of Lease" approved and executed by the State Properties Committee at its meeting held on September 26, 2013. On February 27, 2018 a "First Amendment to the Indenture of Lease" was signed by Lessee and Lessor to include an additional 44 acres of land located within Snake Den State Park, including access to natural water sources within adjacent forestland and access to existing farm roads. This change is reflected in an update to the agreement's appendices, "Exhibit A Revised" and "Exhibit B Revised", effective February 27, 2018.

The Northern RI Conservation District has identified an inconsistency in the First Amendment to the Indenture of Lease, affecting our expectations of public access across the leased premises. As delineated in the Management Agreement, *'LESSEE shall allow the public to enter the "Public Access Area" as delineated on Exhibit "A" during regular business hours. Public Access may be restricted from all other portions of the Premises. The public shall not access Snake Den State Park from the farm's "Public Access Area" as delineated in Exhibit "A"'*. The 'Exhibit A. Map- Snake Den Farm, Snake Den State Park, Johnston, RI' accompanying the original "Indenture of Lease" showed a clear "Public Access Area" on the image. The 'Exhibit A Revised, 1.Map of Premises' accompanying the "First Amendment to the Indenture of Lease" shows no 'Public Access Area' among any of the leased premises.

The Northern RI Conservation district, and subsequently the sub-lessees of the Hartford Ave portion of the leased premises, African Alliance of RI (AARI), entered into their respective leaseholds and agreements with the understanding that public access across the leased premises was not permitted. The trails network within the greater Snake Den State Park have presented us with a much different reality. We do not feel that the current layout for public access across the Hartford Ave portion of the leased premises is compatible with its current and intended uses as an agricultural operation. The Northern RI Conservation District and the African Alliance of Rhode Island are seeking partnership with the RI DEM to limit the public's access across the leased premises of interest, shown in the attached map, entitled "Snake Den State Park Trails" (Attachment 1).

## Resolutions

We believe it is possible for public access and agricultural uses to coexist at Snake Den State Park, but investments are needed in order to make that a reality. Below are a list of options that NRICD and AARI would accept to resolve the discrepancy between our lease agreements with DEM and public access:

1. Reroute established hiking trails away from the active agricultural operations within the leased premises and off of the existing farm roads.
2. Install exclusionary fencing and signage as needed to inform the public of these changes.

Additionally, we request that:

- A. RI DEM Parks updates their public information outlets including kiosks, maps and websites to reflect the agreed upon resolution, or allows NRICD to do this on behalf of DEM;
- B. RI DEM Parks allows NRICD and AARI to implement a public outreach campaign to inform the greater public and any entities with interest in the resolution.

## Resolution Specifications

### I. Reroute established hiking trails away from the active agricultural operations within the leased premises and off of the existing farm roads.

The Northern RI Conservation District and its staff specialize in public outreach around issues related to farming and conservation. We can utilize these skills to reach out to the hiking community to help them understand and comply with changes to the hiking infrastructure at Snake Den.

Managed by the Rhode Island Hiking Club (RIHC), the “orange trail” heads west from the Hartford Ave trailhead parking area across the leasehold of the NRICD and the AARI, turning north and continuing onto the farm roads. The intention of NRICD’s lease of both the farmland and the farm roads was to restore them to their intended uses. Managers of the hiking trails have claimed the farm roads for public access; however the orange trail has inadequate markings and barriers, encouraging hikers to walk through the AARI’s leased land. The use of the farm roads as hiking trails was not the intention of the DEM and NRICD’s agreement. In the Fall of 2019, the NRICD attempted to re-route the orange trail in response to a racially-charged interaction directed at a farmer from a member of the general public as they were utilizing the orange trail as it crosses the leasehold. NRICD re-routed the orange trail onto a newly created yellow trail. This rerouting was met with opposition by DEM and hikers due to the yellow trails crossing through a wetland. NRICD believes that the adoption of the yellow trail is still a viable option, if an alternate route of the trail can be identified, keeping foot-traffic east of the leased premises and limiting access to the farm fields. This will allow NRICD and AARI to have full access to their leased premises and to the farm roads without public interference. Even with a trail re-routing, fencing would need to be installed in order to ensure public compliance. We would request that a fence that hikers won’t jump, cut or trample (i.e, a minimum of 4’ height woven wire). This resolution requires about 80’ of fencing, and 1-3 gates.

NRICD and AARI can manage and implement these trail improvements working cooperatively with the RIHC and community partners. Our outreach efforts, in tandem with DEM’s infrastructure investments to direct and exclude public access, will effectively resolve the public access issue at AARI’s leasehold.

## Resolution Specifications (continued)

### II. Install exclusionary fencing and signage as needed to inform the public of these changes.

There are seven access points identified that allow public access onto the leased premises from the orange trail (See Attachment 1). Without rerouting the orange trail, these access points must be effectively closed off from foot traffic through the use of signage and exclusionary fencing. Approximately 200 feet of the orange trail unavoidably crosses the leased premises, from the forestland bordering the leased premises to the east, to the farm roads adjacent to the leased premises to the west. The NRICD and AARI would be willing to allow this crossing to be maintained, if DEM Parks invests in exclusionary measures beyond what currently exists. We would request that a fence that hikers won't jump, cut or trample (i.e, a minimum of 4' height woven wire) along both sides of the field crossing. This resolution would require a minimum of 300' of fencing, at each identified access point, with two locked gates, allowing farmers a secure entry point to their leasehold. AARI has taken it upon themselves to price out the cost of these exclusionary fencing options, please see the Attachments.



## Conclusion

The Snake Den Farm project, managed and executed by the Northern RI Conservation District, operates with the mission of increasing equitable farmland access while maintaining the historical, agricultural and ecological integrity of the land. Our partnership with DEM and the many divisions that have a hand in Snake Den Farm is a highly valued relationship that we wish to continue, improve and expand upon for many years to come. We are seeking a resolution for public access that will reconcile our sub-lessors issues and concerns, increase public and farmer safety, and comply with the terms of our lease. We are willing to offer staff and volunteer time towards public outreach and labor for implementation of the agreed upon resolution. The Snake Den Farm Manager is available for further discussion on this issue. We ask for DEM to review our proposal, and request that a resolution is reached no later than May 1, 2020.



## Attachments

1. Map of Snake Den State Park Trails System
2. "Indenture of Lease" approved and executed by the State Properties Committee on September 26, 2013
3. "First Amendment to the Indenture of Lease" approved and executed by the State Properties Committee on February 27, 2018
4. "Lived Experience": A word from the tenant farmers, AARI
5. Maps and quotes from various companies on the cost for exclusionary fencing
6. NRICD Endorsement








**INTER-DEPARTMENTAL MEMORANDUM  
DEPARTMENT OF ADMINISTRATION  
STATE PROPERTIES COMMITTEE**

**Date:** 09/27/13

**TO:** Terri Bisson, Programming Services Officer

**DEPT:** Department of Environmental Management  
Planning & Development

**FROM:** Holly Rhodes   
Executive Secretary

**DEPT:** Administration-State Properties Committee

**SUBJECT:** *Indenture of Lease -- Northern Rhode Island Conservation District  
Snake Den Farm ~ Snake Den State Park, Johnston*

The State Properties Committee, at its meeting held on Thursday, September 26, 2013, approved and executed the Indenture of Lease, by and between the Department of Environmental Management *and* the Northern Rhode Island Conservation District relative to property known as Snake Den Farm located within Snake Den State Park in the Town of Johnston.

Enclosed please find three (3) original executed Indentures of Lease. The State Properties Committee will retain one (1) original executed Indenture of Lease for its records.

Thank you for your kind attention.

INDENTURE OF LEASE

THIS INDENTURE OF LEASE is entered into this 26<sup>th</sup> day of September 2013 by and between the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the "LESSOR", and the NORTHERN RHODE ISLAND CONSERVATION DISTRICT hereinafter called the "LESSEE".

WITNESSETH

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate presently known as Snake Den Farm, formerly known as Dame Farm, containing approximately 147 acres and located on Brown Avenue in Snake Den State Park in the Town of Johnston, County of Providence, State of Rhode Island, hereinafter called "Snake Den Farm" or the "Premises", which Premises are more particularly delineated in Exhibit "A" attached hereto and made a part hereof.

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 commencing on State Properties Committee approval and terminating on August 31, 2023 upon the following covenants and conditions:

1. MISSION AND PURPOSE OF LESSEE. The LESSEE is a non-profit, quasi-public organization that fosters a community-based approach to the stewardship of northern Rhode Island's natural resources through education and outreach and technical assistance in partnership with private land owners, farmers, municipalities, state and federal agencies, and non-governmental agencies. The primary purpose of this LEASE is to allow the LESSEE to act as a liaison between the LESSOR and the public to

ensure that the Premises return to active agricultural use. Any additional use of the Premises for educational purposes, while desirable, would be considered an added benefit but not a requirement of this Lease. It is the intention of the LESSOR and the LESSEE to carry out their respective functions and responsibilities under this Lease and to work toward enhancement of their mutual goals and interests in sustaining and promoting viable agriculture in the State of Rhode Island, conserving natural resources, and maintaining and improving agricultural opportunities at Snake Den Farm.

2. MANAGEMENT AGREEMENT: The LESSEE and LESSOR have entered into a Management Agreement ("Management Agreement") attached hereto as Exhibit "B" and incorporated herein which shall further define the allowable uses, conditions of any sub-lease agreements, and operational and maintenance responsibilities of each party. The Management Agreement shall be reviewed on an annual basis and may be amended in writing as needed upon mutual agreement of the LESSEE and LESSOR.

3. USE OF LEASED PREMISES: The LESSEE shall use the Premises to support the mission and purpose of this Indenture of Lease as stated in Section 1 herein. Other permitted, but not required, uses may include the hosting of educational and training programs, agritourism activities and/or special events for mission related purposes as outlined in the Management Agreement and in conformance with the Rules and Regulations of the Division of Parks and Recreation and in adherence to any local codes; use of the Premises for agricultural businesses and vendors as provided in Section 8 herein; and establishment and maintenance of a farm museum. Special Use Permits must be obtained only for those events which bring more than 100 guests to the

Premises at one time. The Premises may not be used for any purpose inconsistent with the mission and purposes as stated herein.

4. RENT: The LESSEE shall pay unto the LESSOR an annual rental fee of Ten Dollars (\$10.00), for each and every year of this lease. Payment shall be made at the commencement of this Lease and be mailed to the Department of Environmental Management, Division of Parks and Recreation, 1100 Tower Hill Road, North Kingstown, Rhode Island 02852 or any address otherwise directed by the LESSOR.

The LESSEE, upon paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy the 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.

5. OPTION TO RENEW LEASE: The LESSEE, in consideration of the mutual covenants and conditions herein contained, shall have the option, upon approval by the LESSOR, to renew this lease for a further period of two (2) additional successive terms of five years each, upon the same conditions as are herein contained, except as to an option for further renewal, except as to the amount of the annual rent, except as to minimal insurance requirement, and minimum liability insurance to be in effect for each year of the renewal 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 6 months before the expiration date of this lease, of intention to take up such option.

6. PRIOR TERMINATION: (a) In the event the LESSEE shall fail to perform all of the covenants and agreements contained in this lease, and such failure shall continue for

more than thirty (30) 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 and to commence an action for eviction pursuant to RI General Laws, Sections 34-18-1 et seq. If the lease is terminated under the provisions of this section, all current sub-lease agreements shall be transferred to the LESSOR or its assigns.

(b) During the first 3 years of this lease, LESSEE may terminate the lease at any time by first providing 60 day written notice to LESSOR. In the event of early termination by the LESSEE, all current sub-lease agreements shall be transferred to the LESSOR or its assigns, and all necessary precautions must be taken to ensure minimal disruption to sub-leasing tenants during such a transition.

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

7. FAILURE TO REMOVE PROPERTY FIXTURES: If upon termination of this lease under any of the provisions hereof, or if the LESSEE moves out or is dispossessed, the



LESSEE fails to remove within two (2) months after such termination, moving out, dispossession, or expiration, all its furniture, fixtures, or other personal property, such remaining furniture, fixtures, or other personal property shall be deemed abandoned by the LESSEE and shall become the property of the LESSOR. This does not extend to the furniture, fixtures, other personal property, or agricultural implements, crops or products of tenants with current sub-lease agreements. At its discretion, LESSOR may extend the 2 month deadline for removal of crops and property to accommodate the growing season and prevent losses.

8. ASSIGNMENT AND SUBLETTING: As provided for herein and further defined in the Management Agreement, the LESSEE shall not assign this lease without the prior written consent of the LESSOR.

(a) As provided for in Section 3 herein, LESSEE shall sub-lease the Premises, which may include the farmhouse and barn, to farmers who will continue to operate the Premises as a working farm. The Lessee may also sub-lease the farmhouse to an individual who will serve as a caretaker-tenant. Arrangements for these services shall be governed by sub-lease agreements between LESSEE and the tenant(s). All sub-lease agreements shall be made in accordance with a process subject to approval by the LESSOR and consistent with LESSOR's policies and procedures. The form of the sub-leases shall be mutually agreed to by the LESSEE and LESSOR. Any sub-lease agreement shall be according to the form and shall contain provisions regarding maintenance, including cleaning and repair of the Premises and utility payments. Sub-lease agreements may contain provisions which allow for the sub-tenants to assume some or all of the obligations of the LESSEE and LESSOR assigned under the

Management Agreement. All sub-tenants shall be required to carry general comprehensive liability insurance and name DEM as an additional insured on their policy in addition to the insurance required to be carried by LESSEE pursuant to Section 16 hereof.

(b) Sub-Lease Proceeds: All proceeds generated from sub-lease agreements between the LESSEE and sub-tenants shall be deposited into a restricted Snake Den Farm Account to be established and maintained by the LESSEE. LESSEE shall provide LESSOR, through the Division of Agriculture on an annual basis, by September 30 of each year of the LEASE a summary of account deposits and expenditures together with copies of all receipts, expenditures and account statements for the Snake Den Farm Account. LESSOR, at its sole option, may require that LESSEE obtain an audit of the funds.

9. PUBLIC USES and PUBLIC SAFETY: As further outlined in the Management Agreement, the LESSOR shall allow LESSEE to restrict public access to active agricultural fields to ensure public safety and to protect the Premises from damage. LESSEE shall not hinder public use of Snake Den Park for hiking and other passive recreational use, though the public will not be permitted access to Snake Den Park hiking areas from the farm parking area. LESSOR maintains liability subject to the limitations contained within the Rhode Island Tort Claims Act under R.I. Gen. Laws § 9-31-1, et seq., in the event of an incident involving a member of the public visiting the "Public Access Area," delineated on Exhibit "A".

10. SIGNAGE: No signs shall be erected on the exterior or interior of the building unless such signage has first been reviewed and approved in writing by LESSOR for content, design and location prior to any installation and is consistent with local ordinances.

11. CONDITIONS OF FARMING: As further outlined in the Management Agreement, the LESEE shall comply with all applicable rules and regulations regarding farming including the following conditions: (a) Rules and Regulations of the State of Rhode Island Freshwater Wetlands Act, as amended; (b) Rules and Regulations of the Rhode Island Pesticide Control Act of 1976, as amended. (c) LESSEE shall ensure that sub-leasing tenants operate all farming practices consistent with a Conservation Plan to be prepared within six (6) months of the signing of this Lease; (d) LESSEE shall agree to maintain the historic character of the open fields identified as the "Historic Zone" delineated on Exhibit "A". All farming activities or improvements in the "Historic Zone" shall preserve the historic aesthetic sight line from Brown Avenue to the farm house and barn.

(e) LESSEE shall insure that all sub-lease agreements require farming practices to be consistent with the conditions set forth in this section and the LESSEE shall be responsible for monitoring and oversight of farming activities to insure compliance. If, at any time, the LESSOR determines that farming activities are not consistent with the conditions set forth in this section, LESSOR retains the right of enforcement.

12. UTILITIES: LESSEE shall pay when due all utility services including telephone, water, sewer, electricity, gas, and heat for the Premises.

13. LAWS: The LESSEE shall comply with all laws, ordinances, rules, regulations, orders and requirements of the Federal, State and Local Governments and LESSOR, including but not limited to, any building codes now in effect or hereinafter enacted.

14. MAINTENANCE: The LESSEE shall keep the Premises clean and in good repair during the term of this lease as provided under the Management Agreement and any amendment thereto, 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 thereof, the LESSEE will 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 damage by fire and other unavoidable casualty excepted, under the same terms as in the case of Prior Termination outlined in Section 6 with regard to sub-leasing tenants. The LESSOR shall be responsible for necessary capital improvements beyond regular maintenance. The LESSEE shall be responsible for and repair, at its own expense, all damage, caused by LESSEE's negligence or by the negligence of the LESSEE's agents, sub-tenants, employees, servants, or invitees, customers, or visitors, to the building and other appurtenances including those owned by the LESSOR or the Premises. LESSOR may enter to view and inspect the Premises, including all areas of the building, structure, or other appurtenance thereon, at any time, with reasonable notice, for any purposes whatsoever, including but not limited to inspection of buildings, utilities, equipment, operations, cleanliness, or for maintenance of facilities.

15. BUILDING REPAIRS AND ALTERATIONS: (a) The LESSEE shall have the right at its own expense to make improvements, and to make any repairs or alterations to such

installations necessary for the conduct and operation of its business, however, it shall have first submitted the plans and specifications therefore to LESSOR for its written approval and said written approval not to be unreasonably withheld by the LESSOR but may include conditions. It is the responsibility of the LESSEE to make sure any building repairs and alterations are in keeping with the historic character of the Premises. No building or other structure, either temporary or permanent, shall be erected on the Premises by LESSEE without prior review and approval of the LESSOR.

(b) If LESSOR shall give its consent, the consent shall be deemed conditioned upon LESSEE acquiring necessary permits to do so from appropriate governmental agencies, the furnishing of a copy thereof to LESSOR prior to the commencement of the work and the compliance by LESSEE of all conditions of said permits in a prompt and expeditious manner.

(c) LESSEE shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for LESSEE at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. LESSEE shall give LESSOR not less than ten (10) days notice prior to the commencement of any work in the Premises as provided by law.

If LESSEE shall, in good faith, contest the validity of any such lien, claim, or demand, the LESSEE shall, at its own expense, defend itself and LESSOR against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the LESSOR or the Premises, upon the condition that if LESSOR shall require, LESSEE shall furnish to LESSOR a surety bond satisfactory to LESSOR in an amount equal to such contest lien of claim indemnifying



LESSOR against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, LESSEE agrees to defend LESSOR against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, LESSOR may require LESSEE to pay LESSOR's attorneys' fees and cost in participating in such action if LESSOR shall decide it is its best interest to do so.

16. 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 ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for one person and TWO MILLION AND 00/100 for any one occurrence and FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) for property damage for any one occurrence.

The minimum amounts of such general liability insurance and terms thereof shall be fixed by the Director of the Department of Environmental Management and may be increased or decreased upon notice from LESSOR to LESSEE.

(b) Fire and Extended Coverage Insurance: The LESSEE shall obtain and maintain throughout the operation of this Lease, Fire and Extended Coverage Insurance in an amount not less than the assessed valuation of the personal property on the Premises for the benefit of the LESSOR and LESSEE (as their Interests may appear). LESSEE shall furnish a certificate of said Insurance policy to the LESSOR or on before the commencement of the Lease term, renewal thereof and as often as may be reasonably required by LESSOR.

(c) Certificates: LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) 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.

17. PARKING: LESSEE and LESSEE's agents, employees, servants, invitees and visitors may only park in the area(s) designated by on Exhibit "A".

18. 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 Parks and Recreation, 1100 Tower Hill Road, North Kingstown, Rhode Island 02852, and the Chief of the Division of Agriculture, 235 Promenade Street, Providence, RI 02908 and any notices from the LESSOR to the LESSEE shall be addressed to: The NORTHERN RHODE ISLAND CONSERVATION DISTRICT, 2283 Hartford Avenue, Johnston, RI 02919 or to such other addresses as the parties hereto may respectively designate by notice in writing.

19. 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.

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

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

22. 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:

Leri Bussin

LESSEE:

NORTHERN RHODE ISLAND  
CONSERVATION DISTRICT

By: Paul C. Dolan  
Paul Dolan, Chairman of the  
Board

WITNESS:

Rayna Maguire

LESSOR:

STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT

By: Janet L. Coit  
Janet L. Coit, Director

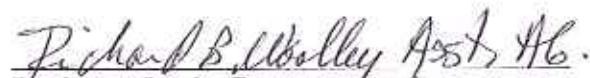
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APPROVED, this 26<sup>th</sup> day of September, 2013, by the State  
Properties Committee.

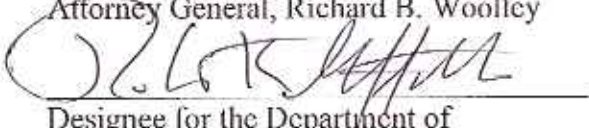
APPROVED:

  
Chairman, State Properties Committee  
Ronald N. Renaud

APPROVED AS TO FORM:

  
Designee for the Department of  
Attorney General, Richard B. Woolley

APPROVE AS TO  
SUBSTANCE

  
Designee for the Department of  
Administration, Robert K. Griffith



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
COUNTY OF PROVIDENCE

In Providence in said County and State, on the 19 day of Sept, 2013, personally appeared before me Janet L. Coit, 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 (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, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Rayna Maguire  
Notary Public

My Commission expires:



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
COUNTY OF PROVIDENCE

In Providence in said County and State, on the 18<sup>th</sup> day of September, 2013, personally appeared before me Paul Dolan, Chairman of the Board of Directors of the NORTHERN RHODE ISLAND CONSERVATION DISTRICT to me known and known by me to be the party executing the foregoing instrument for and on behalf of the NORTHERN RHODE ISLAND CONSERVATION DISTRICT (as LESSEE), 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 NORTHERN RHODE ISLAND CONSERVATION DISTRICT

Sam E. Brown  
Notary Public #12037

My Commission expires:

Aug 31, 2017



**Exhibit A**  
**Map – Snake Den Farm, Snake Den State Park, Johnston, RI**



Title:	
Scale:	1:6,000
Date:	5/7/2013
Drawn by:	psj

0 125 250 Feet



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 aerial photo 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, reliability, completeness, or currency of this map.





## EXHIBIT B

**Management Agreement  
Snake Den Farm  
between the  
Rhode Island Department of Environmental Management  
and the  
Northern Rhode Island Conservation District.**

Effective Date: Sept 26, 2013

The Department of Environmental Management (LESSOR) and Northern Rhode Island Conservation District (LESSEE) have entered into a lease agreement to operate Snake Den Farm located on Brown Avenue in the Town of Johnston, County of Providence, State of Rhode Island, dated Sept. 26, 2013 (Lease). In accordance with Section 2 of the Lease, this Management Agreement identifies the specific responsibilities of the LESSOR and LESSEE relative to maintenance, sub-lease agreements, responsibilities of the farm manager, and special events. The Department of Environmental Management's Division of Agriculture will be the main division responsible for oversight of this Management Agreement.

**1) Operational and maintenance responsibilities of each party:**

*Buildings* – Prior to LESSEE's occupancy, LESSOR has agreed to provide needed improvements to the existing buildings on the property in order to bring them up to code. As provided for in sections 14 and 15 of the Lease, LESSEE shall keep the Premises clean and in good repair during the term of the Lease and, upon approval of the LESSOR, shall have the right to make improvements and alterations in accordance with the Historic Character of the Premises.

*Farm fields* – LESSEE agrees to comply with the recommendations outlined in the completed Conservation Plan, as prepared for the Premises as outlined in the Lease. In addition, LESSEE will make every effort to conduct farming practices suitable to the underlying soil type, consistent with Best Management Practices. LESSEE shall maintain all existing farm fields. If farm fields are not being used for active production, suitable cover crops shall be planted to prevent soil erosion and prevent weeds. LESSEE shall not clear any forested or non-agricultural areas of the Premises, except with written permission of the LESSOR.

*Historic Zone* – Above ground structures such as greenhouses are not permitted in the "Historic Zone", as delineated on Exhibit "A", but improvements such as row covers, irrigation, animal shelters and small compost piles that are low to the ground are permitted, subject to DEM review.

*Public Access* – LESSEE shall allow the public to enter the "Public Access Area" as delineated on Exhibit "A" during regular business hours. Public access may be restricted from all other portions of the Premises. The public shall not access Snake Den State Park from the the farm's "Public Access Area" as delineated on Exhibit "A".

*Animals* - LESSEE shall take appropriate measures to ensure the continued health and well-being of farm animals which may be housed on the Premises as well as to ensure the safe interaction between the animals and visitors to the Premises. The LESSOR retains the right to conduct an inspection by the State Veterinarian as necessary.

*Security* - LESSEE shall maintain a 24-hour presence on the Premises and shall take appropriate measures to secure the buildings on the Premises from unauthorized entry and/or use. The LESSOR shall periodically patrol the Premises and lands and shall enforce all state laws pertaining to same. In the event that the residential manager/caretaker will be absent from the premises for more than three consecutive days and nights, the LESSEE must notify the LESSOR, and LESSOR shall patrol the Premises during the manager/caretaker's absence.

*Grounds* - LESSOR shall continue to arrange for appropriate snow removal to allow for emergency and general access to the Premises for a transitional period of three years, after which the LESSEE will assume this responsibility.

*Hunting* - LESSEE may allow hunting in-season on the Premises, but must first submit a written Hunting Management Plan to the LESSOR for review and approval.

## **2) Special Events**

LESSEE may hold special events outside of regular scheduled educational and agricultural activities as long as the following stipulations are met.

- LESSEE must secure all permits required by local and/or state entities
- Events must support the mission of the LESSEE and be appropriate in scale and character to the Premises
- LESSEE must secure a Special Use Permit from LESSOR in advance of any special events expected to draw more than 100 attendees and such permits may be granted by LESSOR upon terms and conditions consistent with DEM Parks & Recreation Special Use Permits. If auxiliary parking is needed for the Special Event it must be identified on a map.
- Events held for the purposes of fundraising to support the mission of the LESSEE may be conducted under the stipulations outlined above. These events may include public and private functions both directly related to the mission, such as seedling sales and harvest festivals, and those whose primary goal is fundraising, such as community theater performances and private parties. For events with no direct link to the agricultural aspects of the Premises, guests must be given an opportunity to learn about the farm such as an opportunity to tour the farm museum, tour of the property, or printed materials. No event shall interfere with the active agricultural use of the Premises, including the cultivation of the farm fields and use of the barn for agricultural needs.
- Any revenue generated by special events shall be reported to LESSOR as part of LESSEE's annual financial report.

## **3) Subletting**

As provided for in Section 8 of the Lease, LESSEE may sub-lease the Premises to a farmer or farmers who will utilize portions of the farm fields for agricultural business endeavors. Sub-leasing shall be subject to the following stipulations

- All sub-lease agreements shall be made in accordance with a process subject to approval by the LESSOR and consistent with LESSOR's policies and procedures.
- LESSEE shall outline and submit to LESSOR a process for advertising sub-lease opportunities and selecting sub-tenants. LESSEE may begin the process upon written approval by LESSOR.
- Any sub-lease agreement shall contain provisions regarding maintenance, including cleaning and repair of the Premises, utility payments and insurance in conformance with the Lease. Sub-lease agreements may contain provisions which allow for the sub-tenants to assume some or all of the obligations of the LESSEE and LESSOR assigned under the Management Agreement
- All sub-lease agreements must be submitted to LESSOR for review and approval to ensure they meet the above provisions.
- Sub-Lease Proceeds: All proceeds generated from sub-lease agreements between the LESSEE and sub-tenants shall be deposited into a restricted Snake Den Farm Account to be established and maintained by the LESSEE. Fifty percent (50%) of all funds deposited into the Snake Den Farm Account must be used for expenses directly related to the management, maintenance or improvement of the Premises. Receipts to the Snake Den Farm Account for more than \$2,500 may only be withdrawn with the prior written approval of LESSOR.

#### *Farm Manager Position*

LESSEE may sub-lease the farmhouse to an individual who will serve as a caretaker-tenant or farm manager. Said Farm Manager shall be the primary point of contact between the LESSEE and LESSOR. If the farmhouse will not be occupied by the Farm Manager, or if the occupancy of the farm house changes, the LESSEE shall submit the residency status of the Farm House to the LESSOR within 48 hours of any said change.

#### **4) Retail Sales**

While no permanent, daily farm stand is anticipated, retail sales will be permitted in a farmers' market style, inviting other area farmers and artisans to participate up to twice per week. Retail sales will also be permitted by sublettors who participate in agritourism activities as long as products sold are in keeping with the agricultural purpose of the property. For example, a sublettor offering hay rides will be permitted to sell pumpkins to participants following the ride, or a sublettor hosting a workshop on berry growing will be permitted to sell berries and jam to workshop participants. LESSEE will be permitted to sell non-agricultural products such as books and promotional items for fundraising purposes at special events and regularly scheduled educational programs. It is the LESSEE's responsibility to ensure that retail sales activities on the Premises are conducted so as to maximize cooperation with the surrounding farms. LESSEE shall immediately address any conflicts that arise out of said retail sales activities.

#### **5) Annual Report**

Both parties agree that during the duration of the lease LESSEE shall provide written annual reports by September 30 of each calendar year to the **DEM Division of Agriculture**, identifying types of crop production, land stewardship activities, number and type of agricultural education programs, number and type of any special events, income generated from education programs and special events, expenses related to the management of the property, an updated capital

improvement plan including cost and schedule for improvements, and other information consistent with this Management Agreement.

**5) Site inspections**

LESSOR maintains the right to periodically enter the Premises to inspect the grounds and buildings, but shall give at least 24 hours advance notice before entering living areas in farmhouse.

**6) Amendments**

This Management Agreement shall be reviewed on an annual basis and may be amended in writing as needed upon mutual agreement of the LESSEE and LESSOR. It is anticipated that LESSEE will be entering into subleases and that some or all of the responsibilities shall be assumed by the sub-tenants and will require the written amendment of this Management Agreement by LESSOR and LESSEE.

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

WITNESS:

Jeri Bussan

WITNESS:

Rayna Maguire

LESSEE:

NORTHERN RHODE ISLAND  
CONSERVATION DISTRICT

By:

Paul Dolan

Paul Dolan, Chairman of the Board

LESSOR:

STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT

By:

Janet L. Coit

Janet L. Coit, Director



## FIRST AMENDMENT TO INDENTURE OF LEASE

THIS FIRST AMENDMENT TO INDENTURE OF LEASE entered into this 27th day of February, 2018, by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, acting by and through the Director of the Department of Environmental Management, party of the first part, hereinafter being referred to as the "LESSOR," and Northern Rhode Island Conservation District, hereinafter being referred to as the "LESSEE."

WHEREAS, LESSEE's mission is to foster a community-based approach to stewardship of northern Rhode Island's natural resources through education and outreach and technical assistance in partnership with private land owners, farmers, municipalities, state and federal agencies, as well as non-governmental agencies; and

WHEREAS, LESSOR and LESSEE have entered into an Indenture of Lease for certain parcels of land and other appurtenances located at Snake Den State Park, in the Town of Johnston, Rhode Island, dated September 26, 2013, said lease hereinafter being referred to as the "Lease;" and

WHEREAS, the Lease includes a provision to ensure that the Premises returns to active agricultural use and allows the LESSEE, with the approval of the LESSOR, to sub-lease the Premises to farmers who will continue to operate the Premises as a working farm; and,

WHEREAS, LESSEE and LESSOR are desirous of modifying the Lease to include approximately 44 acres of additional land located within Snake Den State Park which shall be used for the purpose of agriculture and to include provisions for the use of water adjacent to the additional land and for restoration and maintenance of existing farm roads and grass mowing on the Premises.

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, receipt of which is hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. WITNESSETH Section: The first paragraph *beginning with*: "That the Lessor does .... *and ending with* "made a part hereof".) shall be replaced as follows:

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate presently known as Snake Den Farm, formerly known as Dame Farm, containing approximately 191 acres and located on Brown Avenue in Snake Den State Park in the Town of Johnston, County of Providence, State of Rhode Island, hereinafter called "Snake Den Farm" or the "Premises", which Premises are more particularly delineated in Exhibit "A" Revised attached hereto and made a part hereof.

2. Exhibit A shall be replaced with the attached "Exhibit A Revised."
3. Exhibit B shall be replaced with the attached "Exhibit B Revised."
4. UTILITIES section: A new sentence shall be added as follows: LESSEE may use existing water services connected to the dwelling located at 2321 Hartford Ave, and or the well associated with said dwelling."
5. MAINTENANCE section: After the sentence *beginning with*: The Lessee shall keep the Premises.... *and ending with* "with regard to sub-leasing tenants", two new sentences shall be inserted as follows:

Any existing farm roads within the Premises may be restored and maintained for vehicular use by LESSEE and sub-lessees, provided LESSEE adheres to all pertinent wetlands regulations and obtains prior approval from LESSOR.  
LESSEE shall also be responsible for grass mowing on the Premises.

All other terms and conditions of the existing Lease not modified herein shall remain in full and effect.



IN WITNESS WHEREOF, THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS has caused these presents to be executed in its name and behalf by Janet L. Coit, the Director of the Department of Environmental Management, hereunto duly authorized, and Marc Tremblay, Chairman of the Board, Northern Rhode Island Conservation District, has caused these presents to be executed in Northern Rhode Island Conservation District's name and behalf hereunto duly authorized, each party signing counterparts the day and year first written above.

EXECUTED IN THE PRESENCE OF: LESSOR:



STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

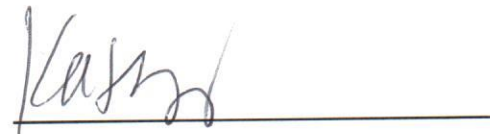
By: 

Janet L. Coit, Director

Department of Environmental Management

LESSEE:

NORTHERN RHODE ISLAND CONSERVATION  
DISTRICT



By: 


Marc Tremblay, Chairman of the Board

Approved this 27th day of FEBRUARY, 2018 by the State Properties  
Committee:

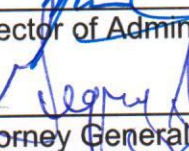
APPROVED AS TO TERMS  
AND CONDITIONS:

  
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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
COUNTY OF PROVIDENCE

In Providence in said County and State, on the 21 day of February, 2018, personally appeared before me Janet L. Coit, the 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.

Lucy Maguire  
Notary Public

My Commission expires: \_\_\_\_\_



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
COUNTY OF Providence

In Johnston in said County and State, on the 13th day of February, 2018, personally appeared before me Marc Tremblay of NORTHERN RHODE ISLAND CONSERVATION DISTRICT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of NORTHERN RHODE ISLAND CONSERVATION DISTRICT, (as LESSEE), 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 NORTHERN RHODE ISLAND CONSERVATION DISTRICT.

Shirley L. DeMarco  
Notary Public

My Commission expires: 2/23/21



# Exhibit A Revised

## 1. Map of Premises



Title:		0 250 500 Feet	
Scale:	1:9,600		
Date:	10/17	<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 man-made 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>	
Drawn by:	paj		



## **Exhibit A Revised**

### **2. Photo of Garage**



## EXHIBIT B REVISED

**Management Agreement  
Snake Den Farm  
between the  
Rhode Island Department of Environmental Management  
and the  
Northern Rhode Island Conservation District.**

**Effective Date:** 2/27/2018

The Department of Environmental Management (LESSOR) and Northern Rhode Island Conservation District (LESSEE) have entered into a lease agreement to operate Snake Den Farm located on Brown Avenue in the Town of Johnston, County of Providence, State of Rhode Island, dated 9/26/2013 (Lease). In accordance with Section 2 of the Lease, this Management Agreement identifies the specific responsibilities of the LESSOR and LESSEE relative to maintenance, sub-lease agreements, responsibilities of the farm manager, and special events. The Department of Environmental Management's Division of Agriculture will be the main division responsible for oversight of this Management Agreement.

**1) Operational and maintenance responsibilities of each party:**

*Buildings* – As provided for in sections 14 and 15 of the Lease, LESSEE shall keep the Premises clean and in good repair during the term of the Lease and, upon approval of the LESSOR, shall have the right to make improvements and alterations in accordance with the Historic Character of the Premises. LESSOR shall provide one portable toilet for use by the LESSEE from April to October in 2018 and 2019.

*Farm fields* – LESSEE agrees to comply with the recommendations outlined in the completed Conservation Plan, as prepared for the Premises as outlined in the Lease. In addition, LESSEE will make every effort to conduct farming practices suitable to the underlying soil type, consistent with Best Management Practices. LESSEE shall maintain all existing farm fields. If farm fields are not being used for active production, suitable cover crops shall be planted to prevent soil erosion and prevent weeds. LESSEE shall not clear any forested or non-agricultural areas of the Premises, except with written permission of the LESSOR.

*Historic Zone* – Above ground structures such as greenhouses are not permitted in the "Historic Zone", as delineated on Exhibit "A", but improvements such as row covers, irrigation, animal shelters and small compost piles that are low to the ground are permitted, subject to DEM review.

*Public Access* – LESSEE shall allow the public to enter the "Public Access Area" as delineated on Exhibit "A" during regular business hours. Public access may be restricted from all other portions of the Premises. The public shall not access Snake Den State Park from the farm's "Public Access Area" as delineated on Exhibit "A".

*Animals* - LESSEE shall take appropriate measures to ensure the continued health and well-being of farm animals which may be housed on the Premises as well as to ensure the safe interaction



between the animals and visitors to the Premises. The LESSOR retains the right to conduct an inspection by the State Veterinarian as necessary.

*Security* – LESSEE shall maintain a 24-hour presence on the Premises and shall take appropriate measures to secure the buildings on the Premises from unauthorized entry and/or use. The LESSOR shall periodically patrol the Premises and lands and shall enforce all state laws pertaining to same. In the event that the residential manager/caretaker will be absent from the premises for more than three consecutive days and nights, the LESSEE must notify the LESSOR, and LESSOR shall patrol the Premises during the manager/caretaker's absence.

*Grounds* – LESSEE shall be responsible for snow removal and clearing surrounding the farmhouse and barn off Brown Avenue. LESSOR shall continue to arrange for appropriate snow removal to allow for emergency and general access to the area surrounding the former Parks Headquarters building and garages on Hartford Avenue, until the headquarters building is demolished, sold or otherwise conveyed. LESSEE shall make one bay in the garage located on Hartford Avenue available to the LESSOR to store snow removal and other equipment from November 1 to March 30 of every year during the term of this lease.

*Hunting* – LESSEE may allow hunting in-season on the Premises, but must first submit a written Hunting Management Plan to the LESSOR for review and approval.

## **2) Special Events**

LESSEE may hold special events outside of regular scheduled educational and agricultural activities as long as the following stipulations are met.

- LESSEE must secure all permits required by local and/or state entities
- Events must support the mission of the LESSEE and be appropriate in scale and character to the Premises
- LESSEE must secure a Special Use Permit from LESSOR in advance of any special events expected to draw more than 100 attendees and such permits may be granted by LESSOR upon terms and conditions consistent with DEM Parks & Recreation Special Use Permits. If auxiliary parking is needed for the Special Event it must be identified on a map.
- Events held for the purposes of fundraising to support the mission of the LESSEE may be conducted under the stipulations outlined above. These events may include public and private functions both directly related to the mission, such as seedling sales and harvest festivals, and those whose primary goal is fundraising, such as community theater performances and private parties. For events with no direct link to the agricultural aspects of the Premises, guests must be given an opportunity to learn about the farm such as an opportunity to tour the farm museum, tour of the property, or printed materials. No event shall interfere with the active agricultural use of the Premises, including the cultivation of the farm fields and use of the barn for agricultural needs.
- Any revenue generated by special events shall be reported to LESSOR as part of LESSEE's annual financial report.

## **3) Subletting**

As provided for in Section 8 of the Lease, LESSEE may sub-lease the Premises to a farmer or farmers who will utilize portions of the farm fields for agricultural business endeavors. Sub-leasing shall be subject to the following stipulations

- All sub-lease agreements shall be made in accordance with a process subject to approval by the LESSOR and consistent with LESSOR's policies and procedures.



- LESSEE shall outline and submit to LESSOR a process for advertising sub-lease opportunities and selecting sub-tenants. LESSEE may begin the process upon written approval by LESSOR.
- Any sub-lease agreement shall contain provisions regarding maintenance, including cleaning and repair of the Premises, utility payments and insurance in conformance with the Lease. Sub-lease agreements may contain provisions which allow for the sub-tenants to assume some or all of the obligations of the LESSEE and LESSOR assigned under the Management Agreement
- All sub-lease agreements must be submitted to LESSOR for review and approval to ensure they meet the above provisions.
- Sub-Lease Proceeds: All proceeds generated from sub-lease agreements between the LESSEE and sub-tenants shall be deposited into a restricted Snake Den Farm Account to be established and maintained by the LESSEE. Fifty percent (50%) of all funds deposited into the Snake Den Farm Account must be used for expenses directly related to the management, maintenance or improvement of the Premises. Receipts to the Snake Den Farm Account for more than \$2,500 may only be withdrawn with the prior written approval of LESSOR.

#### *Farm Manager Position*

LESSEE may sub-lease the farmhouse to an individual who will serve as a caretaker-tenant or farm manager. Said Farm Manager shall be the primary point of contact between the LESSEE and LESSOR. If the farmhouse will not be occupied by the Farm Manager, or if the occupancy of the farm house changes, the LESSEE shall submit the residency status of the Farm House to the LESSOR within 48 hours of any said change.

#### **4) Retail Sales**

While no permanent, daily farm stand is anticipated, retail sales will be permitted in a farmers' market style, inviting other area farmers and artisans to participate up to twice per week. Retail sales will also be permitted by subtenants who participate in agritourism activities as long as products sold are in keeping with the agricultural purpose of the property. For example, a subtenant offering hay rides will be permitted to sell pumpkins to participants following the ride, or a subtenant hosting a workshop on berry growing will be permitted to sell berries and jam to workshop participants. LESSEE will be permitted to sell non-agricultural products such as books and promotional items for fundraising purposes at special events and regularly scheduled educational programs. It is the LESSEE's responsibility to ensure that retail sales activities on the Premises are conducted so as to maximize cooperation with the surrounding farms. LESSEE shall immediately address any conflicts that arise out of said retail sales activities.

#### **5) Annual Report**

Both parties agree that during the duration of the lease LESSEE shall provide written annual reports by September 30 of each calendar year to the **DEM Division of Agriculture**, identifying types of crop production, land stewardship activities, number and type of agricultural education programs, number and type of any special events, income generated from education programs and special events, expenses related to the management of the property, an updated capital improvement plan including cost and schedule for improvements, and other information consistent with this Management Agreement.

#### **5) Site inspections**

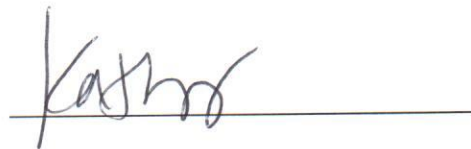
LESSOR maintains the right to periodically enter the Premises to inspect the grounds and buildings, but shall give at least 24 hours advance notice before entering living areas in farmhouse.

**6) Amendments**

This Management Agreement shall be reviewed on an annual basis and may be amended in writing as needed upon mutual agreement of the LESSEE and LESSOR. It is anticipated that LESSEE will be entering into subleases and that some or all of the responsibilities shall be assumed by the sub-tenants and will require the written amendment of this Management Agreement by LESSOR and LESSEE.

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

WITNESS:



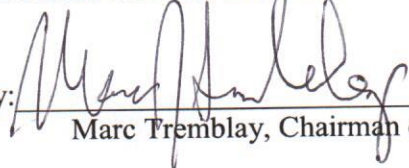
Board

WITNESS:



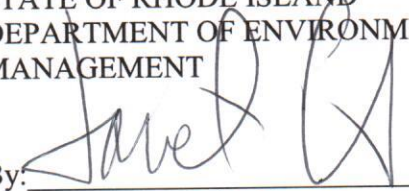
LESSEE:

NORTHERN RHODE ISLAND  
CONSERVATION DISTRICT

By:   
Marc Tremblay, Chairman of the

LESSOR:

STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT

By:   
Janet L. Coit, Director



**Lived Experience: Challenges & negatives at Bami Farm 2018- 2019.**

Solution: DEM to finally re-route the trail, foot traffic, dog owners away from farm. DEM to place series of large signs everywhere re-directing everyone away from the farm - *it is our life, we love to go home to our Family safe & secured without “fear” of returning next day to the farm!.... Help us make this happen!-*

It all began in 2018....It is really regretful that African Alliance began to experience negative attitudes from “ people walking through the farm” with their dogs & Trail group. This was unexpected and surprised since we were never at no time told that there is a trail through the farm leased to us. These two are NOT compatible.

It began in 2018: At this point we engaged many people walking through the farm, as many as possible, those who will speak with us- who we are? What we will be doing at this site? We were looking for a “welcoming environment” ( some friendly, some not) that we have leased 6.5 acres of the land from DEM for farming. We felt intimidated by the dogs unleashed. So we did raise these issues with Snake Den Farm Manager & DEM that we will place signs everywhere to inform of the new lease & opportunities ahead for everyone. We did.

We later understood many felt offended about the signs- we are yet to learn why ?

Next: We learned about the “RI Trail”-This was a serious surprise and a problem-Then “RI trail” issue was also brought before the farm manager & DEM. DEM then placed a “short” fence & signs to direct everyone to follow the trail path & have your dogs on a leash. Most people never followed such directive.

Next: After ribbon cutting in May 2019 began the growing season with 12 new farmers with very limited English speaking...

*Series of problems also followed*

Imagine you are bent down in your farm work in areas of your farm.... people stop to engage you while the dog run everywhere, some ask about what we grow, some demand types of peppers etc. Some people are not friendly at all, in fact many of the farmers remained so scared. Some of the farmers tried to be as friendly as possible.... but negative attitudes toward them continues! This is stressful and undeserving

Again DEM and Snake Den farm manager were told. Both Snake Den farm manager & Matt Tracy (NRICD) tried to help us ! It did not change the problems In August, some of the women had to run out of the farm- scared for their live.

This problem is about the “safety of women farmers” -farming is a very difficult work, we now have extra stressful situations with intimidation & threats.

*These threats continues:* on several Saturdays we have seen young adults drove into the farm, parked ways inside the farm in their cars, some from out of state plates as a group meeting in the farm - we let them know that this a leased land from DEM for farming..... or dogs just running around unleashed. The foot traffic through the farm is significantly heavy! You can visit the farm

anytime, you will observe 8 to 10 people & dogs...not following the posted trail signs.”

We are very concerned & worried- many people who knows the general area continue to warn us- risks associated!

About three weeks ago, three students from RISD working with us on the GH, were at the farm, when they were asked what they are doing on the site- they were told them – they were told “ we do not like those who are using this land”....right there, I did call Matt Tracy .....I told the student to relate their experience with him !

In the next few weeks: 2020 farming begins: safety of farmers, threats, intimidations....stressful environment & scared unsure if anything may happen- the unknown!.

We will build GH & HT in July 2020- we are investing time, labor to be successful- it seems no decision maker yet thinks our lives matter, since Sept 2019 this problem persists.

Solution: We love to be part of this community, you can assist.

DEM to finally re-route the trail, foot traffic, dog owners away from farm. DEM to place series of large signs everywhere re-directing everyone away from the farm - *it is our life, we love to go home to our Family safe & secured without “fear” of returning next day to the farm!.... Help us make this happen!*

**Julius Kolawole**  
**President African Alliance of RI**





MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town of Johnston, RI makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 10/02/2018  
Data updated 10/02/2018





**Homestead Agricultural Services LLC**

115 Homestead Ave  
Rehoboth 02769 US  
(508) 386-6229  
Homesteadag@gmail.com  
www.HomesteagAgServices.com

## Estimate

**ADDRESS**

Matt Tracy  
Johnston, Ri

**ESTIMATE # 1223**

**DATE 03/02/2020**

---

	QTY	RATE	AMOUNT
<b>Install</b> Install 500' of 13-48-6 woven wire with 18 braces and 7 12' gates	1	9,496.00	9,496.00
TOTAL			<b>\$9,496.00</b>

Accepted By

Accepted Date

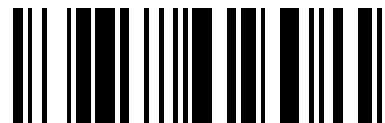
# Estimate

02/26/2020

## Wellscroft Fence Systems, LLC.

Wellscroft Fence Systems, LLC.  
167 Sunset Hill Rd.  
Harrisville, NH 03450  
Phone: 603-827-3464  
Fax: 603-827-2999  
Email: info@wellscroft.com

119251



### Bill To:

Matt Tracy  
75 Marshall St.  
Providence, RI 02909  
Phone: 401-481-6115  
Email:

Customer: Matt Tracy

### Ship To:

Matt Tracy  
75 Marshall St.  
Providence, RI 02909

Contact: Matt Tracy  
PO Number: 4' Option

### Notes

This estimate is for 5 straight sections of fence, 500' total, of 4' high fixed-knot 13-48-6 woven wire fence. 7 gates total, 4 in middle of runs, 3 free-standing. 18 horizontal brace assemblies (at each end and each side of gate) using a 5-6" x 8' end post, 4-5" x 10' horizontal brace rail, and 4-5" x 8' brace post. 6' steel T-posts can be used every 20' as line posts (assuming no run is greater than 100', if so then a 4-5" x 8' wood post should be used at 100'). Tools are included below subtotal in case self-building.

Total weight = 3,476 lbs.

Quote valid through March 11, 2020

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Donna	Upon Order	Origin	To Be Determined		02/26/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	WF134806 - Bekaert C3, 13-48-6 x 330'	\$ 318.00	2 ea	\$ 636.00
2	Sale	PT5-8 - Pressure treated post, 5-6" x 8', 60#	\$ 25.88	18 ea	\$ 465.84
3	Sale	PT4-8 - Pressure treated post, 4-5" x 8', 45#	\$ 17.98	18 ea	\$ 323.64
4	Sale	PT4-8 - Pressure treated post, 4-5" x 8', 45#	\$ 17.98	18 ea	\$ 323.64
5	Sale	GM5012 - 12' x 50" mesh gate, 66#	\$ 211.00	7 ea	\$ 1,477.00
6	Sale	GA2WSL - Two-way Slam Latch, 4.6#	\$ 21.15	7 ea	\$ 148.05
7	Sale	PST06G - Steel T-post, HD galv., 6', 8.42#	\$ 10.60	11 ea	\$ 116.60
8	Sale	PSTC - T-Post Clips for woven wire	\$ 2.00	4 p25	\$ 8.00
9	Sale	WAST1758 - Long Barb Staples, ZA Coated, 1.75" 8# pail	\$ 14.95	1 ea	\$ 14.95
10	Sale	WABP5 - Brace pin, 5", hot dipped galvanized	\$ 0.45	18 ea	\$ 8.10
11	Sale	WABP10 - Brace pin, 10", hot dipped galvanized	\$ 0.75	18 ea	\$ 13.50
12	Sale	WASB - 16.5' Speed Brace for 8' Brace	\$ 7.95	18 ea	\$ 143.10

# Estimate

02/26/2020

## Wellscroft Fence Systems, LLC.

Wellscroft Fence Systems, LLC.  
167 Sunset Hill Rd.  
Harrisville, NH 03450  
Phone: 603-827-3464  
Fax: 603-827-2999  
Email: info@wellscroft.com

119251



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
13	Subtotal	Subtotal			\$ 3,678.42
14	Sale	TSB4 - Steel Stretcher Bar 53" w/5 wedges, 24#	\$ 117.00	1 ea	\$ 117.00
15	Sale	TGTT - Gripple Torq Tensioning Tool	\$ 75.00	1 ea	\$ 75.00
16	Sale	THTC - Dare hi-tensile wire cutters	\$ 25.00	1 ea	\$ 25.00
17	Sale	TPD - Post driver for steel, fiberglass, grnd rods #16.5	\$ 49.00	1 ea	\$ 49.00
18	Sale	TWTK - Wire twisting key	\$ 1.90	1 ea	\$ 1.90
19	Subtotal	Subtotal			\$ 267.90

<b>Subtotal:</b>	<b>\$ 3,946.32</b>
<b>Sales Tax:</b>	<b>\$ 0.00</b>
<b>Total:</b>	<b>\$ 3,946.32</b>

Approval:\_\_\_\_\_ Date:\_\_\_\_\_

# Estimate

02/26/2020

## Wellscroft Fence Systems, LLC.

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167 Sunset Hill Rd.  
Harrisville, NH 03450  
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Fax: 603-827-2999  
Email: info@wellscroft.com

119252



### Bill To:

Matt Tracy  
75 Marshall St.  
Providence, RI 02909  
Phone: 401-481-6115  
Email:

Customer: Matt Tracy

### Ship To:

Matt Tracy  
75 Marshall St.  
Providence, RI 02909

Contact: Matt Tracy  
PO Number: 8' Option

### Notes

This estimate is for 5 straight sections of fence, 500' total, of 8' high fixed-knot 20-96-6 woven wire fence. 7 gates total, 4 in middle of runs, 3 free-standing. 18 horizontal brace assemblies (at each end and each side of gate) using a 5-6" x 12' end post, 4-5" x 16' horizontal brace rail, and 4-5" x 12' brace post. 10' steel T-posts can be used every 20' as line posts (assuming no run is greater than 100', if so then a 4-5" x 12' wood post should be used at 100'). Tools are included below subtotal in case self-building.

Total weight = 5,864 lbs.

Quote valid through March 11, 2020

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Donna	Upon Order	Origin	To Be Determined		02/26/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	WF209606 - Bekaert C3, 20-96-6 x 330'	\$ 499.00	2 ea	\$ 998.00
2	Sale	PT5-12 - Pressure treated post, 5-6" x 12', 90#	\$ 39.95	18 ea	\$ 719.10
3	Sale	PT4-16 - Pressure treated post, 4-5" x 16', 68#	\$ 39.95	18 ea	\$ 719.10
4	Sale	PT4-12 - Pressure treated post, 4-5" x 12', 52#	\$ 27.95	18 ea	\$ 503.10
5	Sale	GM9812 - 12' x 98" mesh gate, 140#	\$ 447.00	7 ea	\$ 3,129.00
6	Sale	GA2WSL - Two-way Slam Latch, 4.6#	\$ 21.15	7 ea	\$ 148.05
7	Sale	PST10G - Steel T-post, HD galv., 10', 13.70#	\$ 17.60	11 ea	\$ 193.60
8	Sale	PSTC - T-Post Clips for woven wire	\$ 2.00	4 p25	\$ 8.00
9	Sale	WAST1758 - Long Barb Staples, ZA Coated, 1.75" 8# pail	\$ 14.95	1 ea	\$ 14.95
10	Sale	WABP5 - Brace pin, 5", hot dipped galvanized	\$ 0.45	18 ea	\$ 8.10
11	Sale	WABP10 - Brace pin, 10", hot dipped galvanized	\$ 0.75	18 ea	\$ 13.50
12	Sale	WSBRR - Reddie Reel, HT C3, 12 1/2g, 1320', 35#	\$ 49.00	1 ea	\$ 49.00



Northern Rhode Island  
Conservation District

April 17, 2020

RI DEM Parks  
1100 Tower Hill Rd,  
North Kingstown, RI 02852

Attention: William Mitchell, Superintendent of State Parks

RE: Richard Went, Chairman of the Northern RI Conservation District

On behalf of the Northern RI Conservation District and its board members, I endorse the proposal for resolutions to limit public access across Snake Den Farm, as detailed in the *Snake Den Farm & State Park Proposals for Limits to Public Access Across Leased Premises*.

As it is currently laid out, the public access and recreational uses of the Hartford Ave portion of Snake Den State Park across our leased premises is not compatible with its current and intended uses as an agricultural operation.

To honor the agreement between RI DEM, NRICD, and NRICD's sublessors, we ask for partnership from DEM Parks in remedying this situation. We look forward to working together with DEM to execute an agreed upon resolution.

Sincerely,

Richard Went



# Estimate

02/26/2020

## Wellscroft Fence Systems, LLC.

Wellscroft Fence Systems, LLC.  
167 Sunset Hill Rd.  
Harrisville, NH 03450  
Phone: 603-827-3464  
Fax: 603-827-2999  
Email: info@wellscroft.com

119252



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
13	Sale	WAGJ - Jumbo Gripple, 10-12 1/2 g., 1320# test	\$ 2.30	18 ea	\$ 41.40
14	Subtotal	Subtotal			\$ 6,544.90
15	Sale	TSB8 - Steel Stretcher Bar 99" w/9 wedges, 54#	\$ 198.00	1 ea	\$ 198.00
16	Sale	TGTT - Gripple Torq Tensioning Tool	\$ 75.00	1 ea	\$ 75.00
17	Sale	THTC - Dare hi-tensile wire cutters	\$ 25.00	1 ea	\$ 25.00
18	Sale	TPD - Post driver for steel, fiberglass, grnd rods #16.5	\$ 49.00	1 ea	\$ 49.00
19	Sale	TWTK - Wire twisting key	\$ 1.90	1 ea	\$ 1.90
20	Subtotal	Subtotal			\$ 348.90

<b>Subtotal:</b>	<b>\$ 6,893.80</b>
<b>Sales Tax:</b>	<b>\$ 0.00</b>
<b>Total:</b>	<b>\$ 6,893.80</b>

Approval:\_\_\_\_\_ Date:\_\_\_\_\_