



State of Rhode Island and Providence Plantations  
Council on Postsecondary Education  
**OFFICE OF THE POSTSECONDARY COMMISSIONER**  
560 Jefferson Boulevard Suite 100  
Warwick, Rhode Island 02886-1304

Enclosure 7d.  
January 13, 2016

**Barbara S. Cottam**  
Chair

To: Council on Postsecondary Education

**Council on Elementary and  
Secondary Education**

From: Commissioner Jim Purcell, Ed.D.

Date: January 5, 2016

**Daniel P. McConaghy**  
Chair

Re: Lease Agreement with Southern Rhode Island Conservation  
District

Amy Beretta, Esq.

**Background:**

Colleen A. Callahan, Ed.D.

Enclosed please find the proposed lease agreement with the Southern Rhode Island Conservation District ("the District") submitted for consideration and approval by the Council on Postsecondary Education at its meeting on January 13, 2016.

Karin Forbes

Jo Eva Gaines

Marta V. Martinez

The District is one of three such districts established in Rhode Island by law in 1944 and is a quasi-public organization that focuses its efforts on environmental and conservation concerns within our local communities. These efforts are and have been compatible with the efforts and objectives of the URI Outreach Center at East Farm, and both entities have worked collaboratively and successfully over the years. The University believes this Lease Agreement will facilitate the ongoing cooperative relationship between the District and the College of the Environment and Life Sciences in accomplishing their common objectives.

Lawrence Purtill

Joyce L. Stevos, Ph.D.

**Council on Postsecondary  
Education**

**William Foulkes**  
Chair

Michael Bernstein

This leased premises is located in the Aquatic Pathology Lab in East Farm in Kingston and consists of Office No. 1 and Lab No. 2, a space of approximately 340 total square feet. The initial term of this lease will be for a five (5)-year period beginning on February 1, 2016, with an option to renew for an additional five (5)-year period. Either Party may, however, terminate the lease without cause upon one hundred twenty (120) days' prior notice. Rent is nominal, as the value of the arrangement is viewed as the collaborative of the public entities to serve the interests of our community in the conservation of soil, water and related natural resources. This lease also contains appropriate insurance and indemnification clauses.

Dennis Duffy, Esq.

The Honorable Thomas Izzo

Judy Ouellette

Kerry I. Rafanelli, Esq.

John J. Smith, Jr.

Dr. Jeffery A. Williams

The lease has been approved by the University's General Counsel and is attached to this letter.

*Therefore, I recommend:*

*THAT the Council on Postsecondary Education approve the lease between the University of Rhode Island and the Southern Rhode Island Conservation District. Upon approval, the lease will be brought to the State Properties Committee for its review and approval as required.*

THE  
UNIVERSITY  
OF RHODE ISLAND

OFFICE OF THE  
GENERAL COUNSEL



Green Hall, 35 Campus Avenue, Kingston, RI 02881 USA p: 401.874.4486 f: 401.874.4803

Louis J. Saccoccio  
General Counsel  
ljslaw@uri.edu

MEMORANDUM

Peter J. Harrington  
Assistant Legal Counsel  
pjhlaw@uri.edu

To: Susan LaPanne  
Associate Commissioner of Finance

From: Louis J. Saccoccio  
General Counsel

Date: January 7, 2016

Re: Lease Agreement  
Southern Rhode Island Conservation District

Enclosed please find the proposed lease agreement with the Southern Rhode Island Conservation District ("the District") submitted for consideration and approval by the Council on Postsecondary Education at its January 13, 2016 meeting.

The District is one of three such districts established in Rhode Island by law in 1944 and is a quasi-public organization that focuses its efforts on the environmental and conservation concerns within our local communities. These efforts are and have been compatible with the efforts and objectives of the URI Outreach Center at East Farm and both entities have worked collaboratively and successfully over the years. The University believes this Lease Agreement will facilitate the ongoing cooperative relationship between the District and the College of the Environment and Life Sciences in accomplishing their common objectives.

This leased premises is located in the Aquatic Pathology Lab in East Farm in Kingston and consists of Office No. 1 and Lab No. 2 containing approximately 340 total square feet. The initial term of this lease will be for a five (5) year period beginning on February 1, 2016 with an option to renew for an additional five (5) year period. Either Party may, however, terminate the lease without cause upon one hundred twenty (120) days prior notice. Rent is nominal as the value of the arrangement is viewed as the collaborative of the public entities to serve the interests of our community in the conservation of soil, water and related natural resources. The lease also contains appropriate insurance and indemnification clauses.

Once approved by the Council, the lease will also require approval by the state properties committee.

Your usual cooperation and assistance is appreciated.

c: David M. Dooley

## LEASE AGREEMENT

LEASE AGREEMENT made and entered this \_\_\_ day of \_\_\_\_\_, 2015 between the Rhode Island Council on Postsecondary Education, a public corporation established pursuant to Chapter 59, Title 16 of the General Laws of Rhode Island on behalf of the University of Rhode Island, public institution of higher education (collectively the "University"), and the Southern Rhode Island Conservation District, a quasi-public corporation organized in accordance with the provisions of Chapter 4, Title 2 of the General Laws of Rhode Island (the "Conservation District"). The University and Conservation District may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the University is the owner of that certain land and buildings known as East Farm located in South Kingstown, Rhode Island; and

WHEREAS, the Conservation District wishes to locate its operations in the building on East Farm known as the Aquatic Pathology Lab (the "Building") to facilitate its ongoing cooperative relationship with the University of Rhode Island College of the Environment and Life Sciences and desires to lease Office No. 1. and Lab No. 2. consisting of approximately 340 total sq. ft. (the "Leased Premises") in said Building for that purpose on the terms and conditions set forth herein; and

WHEREAS, the University desires to cooperate and support the Conservation District in this effort and is willing to lease the Leased Premises to the Conservation District for that purpose;

NOW THEREFORE, in consideration of the above, the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

### ARTICLE I LEASED PREMISES

1.1 The University does hereby demise and let unto the Conservation District and the Conservation District does hereby hire and take from the University, the Leased Premises, upon the terms and conditions set forth herein

### ARTICLE II TERM

2.1 The Initial Term of this lease shall be for a period of five (5) years beginning on February 1, 2016 and ending on January 31, 2021 unless sooner terminated in accordance with Article X of this Lease Agreement (the "Initial Term").

2.2 The Initial Term of this lease may be extended for an additional term of five (5) years by written agreement of the Parties, upon the same or different terms and conditions (the "Extended Term") which Extended Term shall commence on the date immediately following the expiration of the Initial Term. If Conservation District wishes to so extend the Initial Term of this lease it shall provide notice of its intention to the University not less than six (6) months before the expiration of the Initial Term.

### ARTICLE III USE OF PREMISES

3.1 During the Initial Term or any Extended Term of this lease the Conservation District shall use and occupy the Leased Premises for office and laboratory space and related operational purposes. The Conservation District may not use the premises for any other purpose without the prior written consent of the University which consent shall not be unreasonably withheld.

3.2 The Conservation District may, at its sole cost and expense, and within the time frames set forth herein, make or cause to be made all repairs, renovations and improvements that are necessary to render the Leased Premises fit for use and occupancy by the Conservation District for its intended purpose and authorized uses.

3.3 Prior to the commencement of any work on the Leased Premises, the Conservation District shall submit to the University's Vice President for Administration and Finance, or his/her designee, (the "Vice President or his/her designee") a complete set of plans and specifications, and a scope of work, as may be required by law or the University for the said repairs, renovations and improvements to the Leased Premises for written approval by the University which approval shall not be unreasonably withheld. Once approved by the University, the work shall be conducted in accordance with the approved plans and specifications and no changes or modifications shall be made without the further written approval of the University, provided however, that no work shall commence until the Conservation District shall have first provided to the Vice President or his/her designee such information and documentation as he/she may reasonably require to show that the Work has been fully funded or financed and will be completed on time to the satisfaction of the Vice President or his/her designee. Unless expressly waived in writing by the Vice President or his/her designee, all such plans shall be prepared by a licensed architect and/or engineer. During the construction or the performance of work on the repairs, renovations and improvements to the Leased Premises the Conservation District and/or its contractor shall conduct regularly scheduled meetings (no less than monthly or as reasonably requested by either party), with the Vice President or his/her designee to review the progress and quality of the work being performed on the premises and to identify and resolve any related issues and problems. The University's participation in this process is primarily for administrative purposes to ensure that the work is being conducted in a timely manner and in accordance with this agreement and shall not constitute an agency, joint venture, or partnership relationship with the Conservation District. The Conservation District shall remain responsible for

the work on the premises and does hereby agree to indemnify, defend and hold harmless the University, the Rhode Island Board of Education and the state of Rhode Island, their respective agents, representatives, employees, successors and assigns, from any and all loss, liability or payment of any claims or demand of any kind or nature, arising out of or related in any way to the Work, the approval of the plans and specifications by the University or any design defect whether or not reviewed or approved by the University.

3.4 All work relating to the said repairs, renovations and improvements by the Conservation District shall be done in a workmanlike manner and in compliance with applicable codes, laws, ordinances and regulations. The Conservation District shall be responsible for obtaining, at its sole cost and expense, all permits, licenses and approvals required by law, ordinance or regulation applicable to the repairs, renovations and improvements to the Leased Premises.

3.5 The Conservation District shall not make any additional alterations, additions or improvements to the premises beyond the said approved repairs, renovations and improvements without the prior written consent of the University which consent shall not be unreasonably withheld. Upon the expiration or sooner termination of this Lease Agreement the required repairs, renovations and improvements together with any additional alterations, additions or improvements shall be the property of the University and surrendered to the University with the Leased Premises as a part thereof without further action or compensation to the Conservation District.

#### ARTICLE IV RENT

4.1 During each year of the Initial Term of this Lease the Conservation District shall pay to the University rent in the amount of One and no/100 (\$1.00) Dollar, in advance, beginning on the Commencement Date and on the same day of each year thereafter.

#### ARTICLE V TAXES AND UTILITIES

5.1 Conservation District shall, during the Initial and Extended Term, if applicable, pay when due any taxes assessed against the Leased Premises as well as Conservation District's sewer and water use charges. University shall promptly provide Conservation District with the original bill or statement from the local taxing and/or other authority required to facilitate the timely payment of said taxes by Conservation District.

5.2 Conservation District shall during the Initial and Extended Term also be solely responsible for and shall pay when due the heat, air conditioning, electric and telephone expenses (collectively the "utilities"). If Conservation District fails to pay the taxes, charges and utilities described herein, then in addition to any other rights

University may have, University shall have the further right, but not the obligation, to make such payments and charge the Conservation District the amount of said payments as Additional Rent which shall be due and payable upon Conservation District's receipt of University's invoice therefore.

5.3 In addition, the failure of Conservation District to pay any taxes, assessments, or utilities promptly may result in the unilateral termination of this Lease Agreement, in the sole discretion of and without penalty to the University.

## ARTICLE VI MECHANICS AND OTHER LIENS

6.1 The Conservation District shall not permit or suffer to be filed against the Leased Premises or any interest therein any mechanics' liens, materialmens', or other liens, claims or encumbrances of any kind.

6.2 If any such lien, claim or encumbrance is filed against the Leased Premises, it shall be the duty of the Conservation District, within sixty (60) days after receipt of notice of such lien, claim or encumbrance, to cause the Leased Premises to be released therefrom, either by payment, posting a bond, or payment into the registry of court, of an amount necessary to relieve and release the Leased Premises from such lien, claim or encumbrance, or in any other manner which, as a matter of law, shall result in such release within such period of sixty (60) days.

6.3 In the event of the failure or refusal of the Conservation District to cause the Leased Premises to be so released from all liens, claims or encumbrances, the University shall have the right, but not the obligation, to make the payments or take such action necessary to so relieve and release the Leased Premises, in which event, University shall have the further right to charge back the amount of said payments additional rent which shall be due and payable upon Conservation District's receipt of University's invoice therefore.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 The Conservation District shall at all times during the Initial or any Extended Term of this Lease Agreement, keep and maintain insurance policies in standard form, and with such companies that are authorized to do business in the State of Rhode Island and satisfactory to the University, providing comprehensive general liability coverage with policy limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 aggregate, together with property damage coverage (including fire and extended coverage) covering building and contents with policy limits not less than \$500,000 combined single limit each occurrence and \$500,000 aggregate. All required policy limits shall be exclusive of any applicable deductibles, retentions or self-

insurance reserves. The University of Rhode Island, R.I. Council on Postsecondary Education, R.I. Board of Education, and State of Rhode Island shall all be named insureds on all policies of insurance required hereunder as their interests may appear.

7.2 Conservation District shall provide University, upon execution of this agreement, and upon reasonable request thereafter, with a certificate of insurance, evidencing insurance coverage in compliance with the above and containing a provision that written notice of cancellation or modification of any of the required policies of insurance shall be given to the University within a reasonable period of time prior to the effective date of such cancellation or modification.

7.3 The Conservation District agrees to indemnify, defend and hold harmless the University of Rhode Island, R.I. Council on Postsecondary Education, R.I. Board of Education and the State of Rhode Island, their respective officers, employees, students, contractors or agents, from any and all loss, liability, payment or damages, including reasonable attorney's fees and court costs, arising out of any claims, demands or actions for property damages, personal injuries, including bodily injuries or death, caused by or resulting from: (i) the Conservation District's breach of any representation, warranty, term or condition of this lease; or (ii) the intentional or negligent acts or omissions of Conservation District or any of its officers, employees, contractors or agents in connection with its performance of this lease, its possession, use and occupancy of the Premises or the repairs, renovations and improvements required to be made to the Premises by the Conservation District by the terms of this lease.

#### ARTICLE VIII MAINTENANCE AND REPAIRS

8.1 Conservation District shall keep the Leased Premises neat and clean and maintain the Leased Premises in good order, condition and repair consistent with its condition at the time of commencement of the Initial Term, normal wear and tear excepted.

8.2 University shall be responsible to maintain the Building in good order, condition and repair, including without limitation, the building, its roof and other matters that may affect its structural integrity or interfere with its intended use and occupancy, including the plumbing, electrical, heating, air conditioning and similar mechanical systems.

8.3 University shall also be responsible for grass cutting, shrubbery maintenance and associated landscaping, and snow removal of entranceways and sidewalks, and parking lots, during the Initial or any Extended Term of this Lease Agreement.

ARTICLE IX  
DEFAULT

The occurrence at any time during the Initial Term or any Extended Term of this Lease Agreement of any of the following shall constitute an event of default:

9.1 The failure of the Conservation District to make any rent payment within fifteen (15) days from the due date.

9.2 The failure of the Conservation District to substantially complete construction and/or performance of the repairs, renovations and improvements (the "work") as required hereunder within twelve (12) months from the date of execution of this Lease. For the purposes of this section the work shall be considered substantially completed upon issuance of a certificate of occupancy by the appropriate governmental authority or occupancy of the premises is otherwise permitted by law; and, the Premises can actually be used and occupied by Conservation District. Notwithstanding the above, the Conservation District shall be required to complete all remaining work within thirty (30) days from substantial completion and its failure to do so shall be considered an event of default unless otherwise agreed in writing by the University and Conservation District.

9.3 Conservation District shall have abandoned the Premises.

9.4 Conservation District shall have made an assignment for the benefit of creditors, or a petition is filed by or against the Conservation District in bankruptcy, receivership or like proceedings which proceedings have not been withdrawn or dismissed within sixty (60) days after such filing.

9.3 The neglect or failure of either party to perform or observe any of the other terms, conditions, covenants or agreements contained herein which neglect or failure shall continue for thirty (30) days after receipt of written notice of such neglect or failure from the non-defaulting party.

ARTICLE X  
REMEDIES AND TERMINATION OF LEASE

10.1 Upon the occurrence of any event of default by one Party, the other Party may terminate this lease without further obligation by giving notice of termination to the defaulting Party as provided herein which notice shall set forth the reason for the termination along with the effective date of termination. In addition to the right to terminate this Lease Agreement, the non-defaulting Party shall have all rights and remedies, including damages, costs and reasonable attorney's fees, allowed by law or in equity.

10.2 Either Party may terminate this Lease Agreement without cause by providing the other party with notice of termination one hundred twenty (120) days prior to the effective date of termination.

10.3 Notwithstanding the foregoing, in no event shall either Party have any liability or remedy under this Lease Agreement for any special or consequential damages, including without limitation loss of income, profits or business or commercial loss.

## ARTICLE XI SURRENDER OF PREMISES

11.1 If, at the expiration of the Initial Term or any Extended Term, this Lease Agreement has not, for any reason, been renewed or further extended, or upon sooner termination of this lease as set forth herein, the Conservation District shall peaceably surrender the premises to the University.

11.2 All repairs, renovations and improvements made by Conservation District to the Premises during the term of this Lease Agreement shall be deemed to be the property of the University, without obligation to Conservation District, upon the expiration or sooner termination of any term of this Lease.

## ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1 The University represents and warrants to the Conservation District that it is the owner of the premises, that it has full power and authority to enter into and perform its obligations under this lease and that the execution, delivery and performance of this lease has been duly authorized by all requisite action on its part.

12.2 The University further represents and warrants to the Conservation District that so long as the Conservation District keeps and performs the terms and conditions of this lease, it shall have quiet and peaceful possession of the premises.

12.3 The Conservation District represents and warrants to the University that it has the full power and authority to enter into and perform its obligations under this Lease Agreement and that the execution, delivery and performance of this Lease Agreement has been duly authorized by all requisite action on its part. The Conservation District shall deliver to the University, upon request, a certificate or resolution of corporate action to this effect.

ARTICLE XIII  
FIRE AND CASUALTY DAMAGE

13.1 If, at any time during the Initial Term or any Extended Term of this Lease Agreement, the premises shall be damaged by fire or other casualty a just abatement of rent shall be made until the damage has been fully repaired by the University.

13.2 The University shall provide written notice to the Conservation District of its intention to repair the damages to the premises within thirty (30) days from the date of said fire or casualty together with a completion date of all repairs, which shall not exceed ninety (90) days from the date of the fire, or other casualty, which caused the damage. In the event that the University has elected not to repair the damages, fails to provide written notice of its intention to repair the damages to the Conservation District as set forth herein, or fails to complete the repairs by date of completion then this lease shall, at the sole option of the Conservation District, terminate and be of no further force and effect.

ARTICLE XIV  
EMINENT DOMAIN

14.1 If the whole of the Building shall be taken for any public or any quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, then this Lease Agreement shall automatically terminate as of the date that title shall be taken. If any part of the Building shall be so taken as to render the remainder untenable or which has a materially adverse effect on Conservation District's use, occupancy or quiet enjoyment of the Leased Premises, then University and Conservation District shall each have the right to terminate this Lease Agreement on 30 days' notice to the other given within 30 days after the date of such taking. In the event that this Lease Agreement shall terminate or be terminated as of the date that title shall be taken, the rental shall, if and as necessary, be apportioned to the date of termination of this lease.

14.2 In the event of a total or partial taking, all compensation awarded or paid in connection therewith shall belong to and be the property of University without any participation by Conservation District. Conservation District specifically waives and assigns to University all claims for any value of its leasehold interest or Lease; provided however, Conservation District reserves for itself any awards specifically reimbursing Conservation District for, including without limitation, moving and relocation expenses, or business interruption expenses, so long as the same do not reduce the award payable to the University.

ARTICLE XVI  
HAZARDOUS MATERIALS

16.1 Conservation District shall not use or bring onto the Premises any pollutants or hazardous materials or substances except in strict compliance with all applicable federal and state laws and regulations and with the express written consent and approval of University, which consent may be given or withheld in the absolute and sole discretion of University.

16.2 Conservation District agrees to indemnify, defend and hold harmless, University, the R.I. Council on Postsecondary Education, R.I. Board of Education and State of Rhode Island, its officers, employees, students and agents, from any and all loss, liability, payment, costs and expenses, including reasonable attorney's fees and court costs, arising out of any claims, demands, or actions, including government enforcement actions, related to the clean up or remediation of the land, Building and/or Leased Premises, caused by Conservation District's use or maintenance of pollutants or hazardous materials or substances, except that this indemnification shall not apply to any pollutants or hazardous materials or substances that existed on the land, Building and/or Leased Premises prior to Conservation Districts occupancy and possession.

ARTICLE XVII  
FORCE MAJEURE

17.1 If either Party shall be unable to carry out any of its obligations under this lease due to events beyond the reasonable control of and without the fault or negligence of the Party claiming force majeure, including without limitation, an act of God, nature, sabotage, any act of governmental or judicial authority, accident, war, blockage, insurrection, labor strike, riot, fire, explosion, flood, emergency, epidemic, or similar catastrophic occurrence, this Lease Agreement shall remain in effect, but the effected Party's obligation shall, subject to the limitations set forth below, be suspended for the period during which the effected Party is unable to perform because of the disabling circumstances.

17.2 The Party claiming force majeure must give the other Party prompt written notice describing the particulars of the force majeure, including without limitation, the reasons why it effects or prevents performance, the nature of the occurrence and its expected duration.

17.3 The suspension of performance as provided herein shall be of no greater scope and of no longer duration than is required by the force majeure.

17.4 The non-performing Party uses its best efforts to remedy its inability to perform notwithstanding the occurrence of a force majeure event.

17.5 The obligations of either Party that arose before the force majeure causing suspension of performance shall not be excused as a result of the force majeure.

17.6 Economic hardship shall not constitute force majeure.

17.7 If the force majeure continues for a period greater than sixty (60) then either Party shall have the right to terminate this lease at any time thereafter without further obligation to the other.

ARTICLE XVIII  
NOTICES

18.1 Whenever, by the terms of this lease, a notice, approval, consent, or other communication ("notice") is permitted or required to be given by one Party to the other then such notice shall be valid and effective if it is in writing and sent to the other Party at the address set forth below, by certified or registered mail, postage prepaid, return receipt requested, by commercial courier, or by in-hand delivery. Such notice may also be faxed to the other Party which shall be deemed valid and effective if also mailed or delivered as provided herein. Any notice required or permitted to be given by the University and/or the Council shall be valid if given by the Vice President or his/her designee. A postmarked postal receipt shall be deemed adequate evidence of such mailing.

To the University: Office of the Vice President for Business  
and Finance  
University of Rhode Island  
Carlotti Administration Bldg.  
Kingston, Rhode Island 02881

To the Conservation District: Southern Rhode Island Conservation District  
Bldg 50, URI East Farm Campus  
Kingston, Rhode Island 02881

18.2 Either party may, from time to time, change the office, individual and/or address to receive notice on its behalf by giving notice of said change to the other party as provided herein.

ARTICLE XIX  
WAIVER

19.1 No waiver of any term or condition of this Lease Agreement or its performance shall be valid unless expressed in writing and signed by the Party who is claimed to have waived or released such term, condition or performance.

19.2 The failure to insist upon the strict performance of any provision of this Lease Agreement or to exercise any right or remedy set forth herein shall not constitute a waiver or relinquishment of said right or remedy.

19.3 The waiver of any breach of any term or condition of this Lease Agreement shall be limited to the particular instance and shall not operate as a waiver of any future breaches of the same or any other term or condition of this Lease Agreement.

ARTICLE XX  
MISCELLANEOUS

20.1 University shall have the right to enter and inspect the Leased Premises at reasonable times during normal business hours by providing Conservation District with twenty-four (24) hour prior notice.

20.2 No amendments or modifications to this lease shall be valid unless contained in writing and signed by both Parties.

20.3 The Conservation District shall not assign, mortgage, pledge or encumber this Lease Agreement or sublease the Leased Premises, in whole or part without the prior written consent of the University. Any assignment, mortgage, pledge or encumbrance or sublease made by the Conservation District without the consent of the University shall be null, void and of no effect and shall constitute a material breach of this Lease Agreement.

20.4 If any provision of this Lease Agreement shall be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected and each term and condition of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.5 Each of the Parties have had an opportunity to fully review the terms and conditions of this Lease Agreement with counsel of their choosing and hereby agree that it shall not be construed against the Party that drafted this Lease Agreement.

20.6 This Lease Agreement shall be binding upon the Parties hereto, their respective successors and assigns and to the extent applicable, their heirs, beneficiaries, executors, administrators and representatives.

20.7 This Lease Agreement shall be governed by the laws of the state of Rhode Island, and without limiting the generality of the foregoing, is subject to approval by the State Properties Committee pursuant to Chapter 6 and Chapter 7, Title 37 of the General Laws of the State of Rhode Island.

20.8 This instrument contains the entire agreement of the Parties and is not subject to any agreements, statements or representations not expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

Rhode Island Council on Postsecondary Education

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Chairman

University of Rhode Island

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Vice President for Administration and Finance

Southern Rhode Island Conservation District

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Chairman