



STATE OF DELAWARE  
DEPARTMENT OF CORRECTION

April 28, 2020

ISSUED BY: Craig Fetzer  
Purchasing Services Administrator  
(302) 857-5412

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. DOC16038-LAND\_JTVCC**  
**Agricultural Land Lease – James T. Vaughn Correctional Center**

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**TABLE OF CONTENTS**  
**OF**  
**KEY CONTRACT INFORMATION**

<b>1. LEASE PERIOD .....</b>	<b>2</b>
<b>2. TENANT AND PARCEL .....</b>	<b>2</b>
<b>3. RENTAL FEE .....</b>	<b>2</b>
<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>2</b>

## **KEY LEASE INFORMATION**

### **1. LEASE PERIOD**

[\(Return to Table of Contents\)](#)

Tenant(s) lease shall be valid for a three (3) year period from June 1, 2016 to May 31, 2019. The lease may be renewed for two (2) additional one (1) year periods through negotiation between the Tenant and Delaware Department of Correction. Negotiation may be initiated no later than ninety (30) days prior to the termination of the current agreement.

Addendum 1 extends the lease period for one (1) additional year effective from June 1, 2019 through May 31, 2020 and reduces the leased acreage to 133.

**Addendum 2 extends the lease period for one (1) additional year effective from June 1, 2020 through May 31, 2021 and reduces the leased acreage to 133.**

### **2. TENANTS AND PARCELS**

[\(Return to Table of Contents\)](#)

#### **Warihay Farms and Harvesting**

580 N. Colebrook Road  
Manheim, PA 17545  
Contact: Robert Warihay  
Phone: (717) 664-0810

Agricultural land in and around James T. Vaughn Correctional Center (133 Acres)

### **3. RENTAL FEE**

[\(Return to Table of Contents\)](#)

Rental fee is \$21,110.95 annually during the initial lease period.

Rental fee shall be reduced to \$18,339.37 during the period from June 1, 2019 through May 31, 2020.

**Rental fee shall be reduced to \$18,339.37 during the period from June 1, 2020 through May 31, 2021.**

## **ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

### **4. PAYMENT**

The Tenant shall pay the Department of Correction a rental fee on an annual basis.

### **5. USE OF LEASED LAND**

The leased land may be used for producing agricultural commodities, including, but not limited to grain crops as defined in the lease agreement. Tenant agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment.

**6. ENVIRONMENTALLY PREFERABLE PRODUCTS**

Wherever practical, and as may be specified in the lease, Tenants are to use Products and/or Services that are provided by Agricultural Businesses which are certified for Best Management Practices (BMP), Good Food Handling Practices (GHP) and Good Agricultural Practices (GAP) through the Delaware Department of Agriculture or surrounding State's equivalent program.

**7. HOLD HARMLESS**

Tenant agrees to its use of agricultural land lease herein is granted at its own risk, fees arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the leased land, regardless of cause, unless due to the gross negligence or willful misconduct of any of the Indemnified Parties.

**8. TERMINATION OF LEASE**

Tenant agrees that if it fails to observe or perform any of the conditions or covenants on its part to be observed or performed, or if Tenant knowingly permits any unlawful acts to be carried out upon the leased land, then Department of Correction shall have the right to terminate the Lease and to re-enter and repossess the leased land in the manner provided for by the laws of the State of Delaware. If Department of Correction terminates the Lease while Tenant has crops growing in the fields, the Department of Correction agrees not to take possession of the leased land until after Tenant has harvested the crop during the normal harvest period or, at Department of Correction's option, Department of Correction will reimburse Tenant at the fair market value for crops destroyed. Tenant may terminate the Lease by giving Department of Correction ninety (90) day notice in writing. In the event the termination date set forth in such termination notice extends into a new lease term, Tenant must, as a condition precedent to the termination, remit to Department of Correction with such notice payment for carry-over rent equaling a pro-rated portion of the annual rental fee due under the Lease. Tenant shall yield peaceable possession of the leased land at the termination of the Lease.