State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
REQUEST FOR PROPOSAL
Agricultural Land Lease

CONTRACT NO. NAT26003_TPSP AG LEASE
November 6, 2026

- Deadline to Respond -
December 8, 2026
11:00 AM, LOCAL TIME

ALL PROPOSERS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for AGRICULTURAL LAND LEASE**.**

The request for proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. NAT26003_TPSP AG LEASE

A. REQUEST FOR PROPOSAL
B. GENERAL PROVISIONS
C. AWARD AND EXECUTION OF LEASE
D. DNREC SPECIFICATION AND LEASE REQUIREMENTS
   EXHIBIT A – MAP OF LAND
   EXHIBIT B – AGRICULTURAL LAND LEASE
E. VENDOR BID SECTION
   1 – VENDOR BID FORM
   2 – NO BID REPLY FORM
   3 – NON-COLLUSION STATEMENT AND ACCEPTANCE

In order for your proposal to be considered, the proposal reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number **By Tuesday, December 8, 2026 at 11:00 AM Local Time.**

Proposals shall be submitted to:

DNREC/Division of Parks and Recreation
OBS/ NAT26003_TPSP AG LEASE
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact either Kristie Wyatt at kristie.wyatt@delaware.gov, 302-739-9192, or Rebecca Lovin at Rebecca.lovin@delaware.gov, 302-739-9206.

SECTION A

REQUESTS FOR PROPOSALS

A. Sealed proposals for NAT26003_TPSP AG LEASE shall be received by the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, Attn: Kristie Wyatt and Rebecca Lovin, until **Tuesday, December 8, 2026, at 11:00 AM local time,** at which time proposals will be publicly opened and recorded.

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation ("DNREC") has reviewed the parcel's current and intended future use and specifically determined that it is not "surplus real property" as defined by 29 *Del. C.* § 9402(d) and, therefore, DNREC has determined that the parcel is outside the jurisdiction of the Commission on State Surplus Property.

NOTE TO VENDORS: The **Non-Collusion Statement must be notarized and signed or the bid will automatically be rejected.**

If you do not intend to submit a proposal, please return the "No Bid Reply Form."

NOTE: Only the Proposer's name will be read at the bid opening.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	Friday, November 6, 2026
Written Questions Due No Later Than (NLT)	Friday, November 13, 2026
Written Answers Due/Posted to Website NLT	Friday, November 20, 2026
Proposals Due NLT	Tuesday, December 8, 2026, at 11:00 AM LOCAL TIME
Public Proposal Opening	Tuesday, December 8, 2026, at 11:00 AM LOCAL TIME
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by **Friday, November 13, 2026**. All questions will be answered in writing by **Friday, November 20, 2026**, and posted on http://bids.delaware.gov/ website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

or

Kristie.wyatt@delaware.gov and rebecca.lovin@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. CONTACT WITH STATE EMPLOYEE

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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SECTION B – GENERAL PROVISIONS

1. FORMS

This Request for Proposal (RFP) contains pre-printed forms for use by the proposer in submitting a proposal. The forms contain basic information such as description of the land and have blank spaces for use by the proposer for entering information such as experience in the area for which the land may be utilized, intent to support the State's Environmentally Preferred Purchasing Policy, proposed lease price, and surety amount.

2. INTERPRETATION OF ESTIMATES

The attention of proposers is called to the fact that, unless stated otherwise, the acreage referenced in this and all associated documents are estimates.

3. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes and shall bear on the outside the name and address of the proposer as well as the designation of the Lease. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All proposals must clearly display the bid number on the envelope.

DNREC/Division of Parks and Recreation
OBS/NAT26003_TPSP AG LEASE
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

All proposals will be accepted at the time and place set in the advertisement. Proposer bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

4. WITHDRAWAL OF PROPOSALS

A proposer may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

5. PUBLIC OPENING OF PROPOSALS

The proposals shall be publicly opened at the time and place specified by DNREC. Proposers or their authorized representatives are invited to be present. At the time of opening, only the names of the proposers will be announced.

6. LAWS TO BE OBSERVED

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, DNREC, and all officers, agents and employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

7. **PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

8. **DOCUMENTS**

Prospective offerors should ensure they review all Request for Proposal documents for each separate agricultural lease. Documents include instructions, a map (Exhibit A), an agricultural land lease (Exhibit B) and a proposal reply form. Certain of these documents such as maps may necessarily be posted individual of one another. It is the responsibility of the proposer to ensure he has reviewed all applicable documents.

9. **EXAMINATION**

Each proposer should carefully examine the map (Exhibit A) and agricultural land lease (Exhibit B). Proposers are encouraged to visit the land subject to lease to fully view existing conditions that may affect the performance of the bidder under the lease. The successful proposer, after executing a lease, shall in no way be relieved of any obligation under the lease due to a failure to fully examine the lease or to visit the land subject to the lease.

10. **FORM OF BID**

Proposals shall include the Proposal Reply Form, enclosed herein. Submit proposed lease amounts on a yearly and per acre basis. Sign and print name as noted. A proposer shall make no stipulations or other qualifications on the proposal reply form. Any such notations may subject a proposer to rejection.

11. **SIGNING BIDS**

If the proposer is an individual, the proposal reply form shall be signed by the individual, under his/her name. If the proposer is a partnership, the proposal reply form shall be signed by an authorized partner, under the name of the partnership. If the proposer is a corporation, the proposal reply form shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal shall be affixed.

12. **BID SECURITY**

Each proposal must be accompanied by a certified check made out to DNREC for twenty five percent (25%) of the proposed annual lease fee, serving as bid security. For a successful proposal, the bid security shall be applied to the first-year annual lease fee upon execution of the agricultural lease. The remaining seventy-five percent (75%) shall be due on or before January 1st of the first year of the lease term. For an unsuccessful proposal, the bid security shall be returned to the proposer no later than thirty (30) days after the opening of proposals.

13. **PROPOSAL SUBMITTAL**

The proposer shall assume full responsibility for timely delivery of all submitted proposals. Oral, email, fax or telephone proposals are not allowed. Each proposal shall be submitted in a sealed envelope marked Proposal Enclosed, labeled with the contract number, proposer's name and the bid opening date and time. Proposals submitted by mail shall be enclosed in an outer envelope marked with Proposal Enclosed and

sent to:

DNREC/Division of Parks and Recreation
OBS/NAT26003_TPSP AG LEASE
89 Kings Highway
Dover, DE 19901
Attn: Kristie Wyatt and Rebecca Lovin

14. ACCEPTANCE OF PROPOSALS

DNREC reserves the right to waive technicalities, to reject any and all proposals, to advertise for new proposals, to proceed to deal with the land otherwise, or to abandon the execution of an agricultural lease, if the best interest of the State will be promoted thereby. DNREC shall award an agricultural land lease to the highest qualified bidder. The successful proposer shall be notified within ninety (90) days of proposal opening.

15. CONTACT INFORMATION

State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901

Attn: Kristie Wyatt and Rebecca Lovin
Email: kristie.wyatt@delaware.gov and rebecca.lovin@delaware.gov

16. EXCEPTIONS

Proposers may elect to take minor exception to the terms and conditions of this Request for Proposal. DNREC shall evaluate each exception according to the intent of the terms and conditions contained herein, but DNREC must reject exceptions that do not conform to State law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the proposal opening.

17. PROPOSAL / LEASE EXECUTION

Both the non-collusion statement that is enclosed with this Request for Proposal and the Lease form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal Lease with the State of Delaware, DNREC. The awarded vendor(s) shall submit their **W-9** with the executed Lease form **and** complete a W-9 Form by visiting the Division of Accounting's Website: http://accounting.delaware.gov.

18. DISQUALIFICATION OF PROPOSERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal:

a. More than one proposal for the same Lease from an individual, firm, or corporation under the same or different names.

b. Evidence of collusion among proposers.

c. Unsatisfactory performance record as evidenced by past experience.

d. Any unauthorized additions, interlineations, conditional or alternate proposals or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

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SECTION C – AWARD AND EXECUTION OF LEASE

1. EVALUATION OF PROPOSALS

a. Proposals will be evaluated on the following basis:

	EVALUATION CRITERIA		
		PERCENTAGE	**POINTS**
1.	The offeror's ability to meet the conditions of this Request for Proposal and resultant lease.	20	20
2.	Knowledge and experience in farming leased property.	20	20
3.	The offeror's experience and participation in Delaware's Farmland Preservation Program, USDA Beginning Farmers and Ranchers programs and/or the Young Farmers Program.	6	6
4.	Per Acre Bid	54	54
	TOTAL SCORE	100%	100

b. The right is reserved to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to no longer lease the land, if in the judgment of the DNREC or its agent, the best interest of the State will be promoted thereby.

2. AWARD OF LEASE

DNREC shall award an agricultural land lease to the best proposal. The successful bidder shall be notified within ninety (90) days after the proposal's due date.

3. EXECUTION OF LEASE

a. The bidder to whom the award is made shall execute a formal Lease and bond within twenty days after date of official notice of the award of the Lease.

b. If the successful bidder fails to execute the required Lease and bond, as aforesaid, within twenty days after the date of official notice of the award of the Lease, his bid guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as DNREC may decide.

4. THE LEASE(S)

The Lease(s) with the successful bidder(s) will be executed with DNREC.

SECTION D

SPECIFICATIONS AND LEASE REQUIREMENTS FOR LEASING AGRICULTURAL LANDS WITH DNREC

The State of Delaware will lease agricultural land, ***in as-is conditions***, by parks as follows listed by FSA Tract or Parcel # and identified in **Exhibit A** (which also identifies Hay and Crop) of this RFP, subject to the following:

1. **SPECIFIED AGRICULTURE LEASE LANDS**

   a. Trap Pond State Park:

   DNREC will lease agricultural lands known as land in and around Trap Pond State Park located in Sussex County, Delaware, herein after referred to as the Leased Lands ("Leased Lands in Trap Pond State Park") and identified by Sussex County as FSA Tract numbers

   I. Ag Lease Number: TPSP-01-2027; Parcel #234-21.00-47.00; 33.23 Total Acres +/-
   II. Ag Lease Number: TPSP-02-2027; Parcel #332-4.00-26.00; 48 Total Acres +/-

2. **TERM OF LEASE**

   This Lease will be for a period of **seven (7) years** and begin on **January 1, 2027,** and terminate **December 31, 2033, without notice of such termination.**

3. **ACREAGE**

   Fields that are designated and offered for lease by DNREC are approximately the acreage listed herein for each location. DNREC does not guarantee the exact acres of the land for lease.

4. **LAND USAGE**

   The land covered under the lease(s) is to be used for agricultural purposes (e.g., crops and hay) as noted on the map(s) and for no other purposes. Lessee covenants and agrees that it will farm in accordance with generally accepted farming practices and procedures. Failure to do so will be cause for immediate termination of the lease.

5. **RENTAL FEE**

   Lessee shall pay DNREC an annual rental fee as agreed in this Contract for each lease. The annual rental fee is based on a Dollars ($) per acre charge for approximate acres listed in this Request for Proposal. DNREC does not guarantee the exact total acreage of leased land. Rental fees shall be paid to DNREC on or before January 1st for that lease year. Failure to make timely payments shall be a condition to cancel the lease at any time.

6. **ASSIGNMENT OF LEASE**

   Lessee shall not assign any interest in a lease without the prior written consent of DNREC. LESSEE shall not sublease any part of the leased land.

7. **SECURITY**

Lessee covenants and agrees that they will in no way interfere with the security of the Institution or in the Department's ability to carry out its mission.

8. **SECURITY INTEREST**

LESSEE hereby grants to DNREC a security interest in the agricultural commodities grown by LESSEE on the leased land during the term of this Lease, whether such crops are standing, grown, in storage or in transit, and in any proceeds from the sale, exchange, transfer or other disposition of the collateral or proceeds, to ensure the performance by LESSEE under all agreements with DEPARTMENT, as well as payment of any and all sums now, heretofore and hereafter owing to DEPARTMENT by LESSEE as a result of LESSEE entering into this Lease with DEPARTMENT.

9. **BINDING**

This agreement is binding upon the parties hereto, their heirs, successors, administrators and assignees.

10. **CONDITIONS**

The Lessee of this property shall agree to the following conditions.

a. Farm machinery capable of self-propulsion may **not** be left unattended on the property.

b. Lessee shall ensure that all equipment and implements are clean of debris prior to entering and leaving the leased property to assist in the control of non-native seeds and invasive species.

c. No crops are to be planted by the Lessee within any identified setbacks. DNREC reserves the right to restrict planting in any areas upon written notice to the Lessee at least sixty (60) days before normal planting time of the proposed crop.

d. Hunting rights and trapping will not be allowed on any of the State land, leased or otherwise.

e. Lessee is to maintain all hedgerows and ditches around the planted fields.

f. Lessee must maintain the proper Ph and mineral content of the leased acreage in accordance with Department of Agriculture standards.

g. The use of herbicides for good weed control in all fields must be followed.

h. Monitoring for invasive plant species should be completed **regularly** to prevent seeding and spreading. Any invasive plant should be reported to the park along with Lessee's action plan for control.

i. When the period of the lease is complete, all land must be left in a condition so that it will be tillable next season.

j. All fertilizer applied and all other cultural treatment to be accomplished so as not to impair or diminish the crop producing ability or quality of any of the leased Land.

k. Careful maintenance of profile of land and pattern of cultivation to conform to and preserve all land drainage systems presently in operation on any field.

l. Tillage to create no ridges which will interfere with performance of land drainage.

m. 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.

11. **SPECIAL PROVISIONS**

The leased land may be used for producing agricultural commodities, including, but not limited to, grain, vegetable, and forage crops (as applicable to the Map legend). Lessee agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment and further agrees to the following:

a. DNREC reserves the right to cancel this lease on or before January 31 of each year by written notice, given at least sixty (60) calendar days prior to January 31 for non-performance of the contract.

b. Lessee shall notify the park superintendent **no less than 48 hours prior** to onsite activities that include, but are not limited to fertilizing, planting, bailing, spreading, spraying, cutting, and any active use of equipment.

c. Lessee shall enter into a **Conservation Plan** for the leased land with the Natural Resources Conservation Service. The Plan shall contain instructions for management of soil fertility, nutrients, erosion control, agricultural chemicals, integrated pest management, and wildlife concerns. The plan shall follow all appropriate state regulations. **A copy of the plan shall be submitted to DNREC prior to the end of the first year of the lease term**.

d. Lessee shall enter into a **Nutrient Management Plan** for the leased land with the Delaware Department of Agriculture. **A copy of the plan shall be submitted to DNREC prior to the end of the first year of the lease term**.

e. Lessee shall, using acceptable control measures, control any and all noxious weeds that grow within the boundaries of the leased land, including Johnson grass, Canada thistle, bur cucumber, giant ragweed, Texas panicum, Palmer amaranth, poison hemlock, and any additional noxious weeds as specified under Delaware State Law. If Lessee fails to control said vegetation, then DNREC may terminate this Lease and may contract with an independent vendor to apply appropriate control measures to eradicate said noxious weeds and the cost of such measures shall be the responsibility for the LESSEE.

f. Lessee shall submit to DNREC a list of all agricultural pesticides, herbicides, and other chemical sprays and soil amendments to be used on the leased land **each year at least 30 days prior to application**. All such products shall meet Federal and State standards and be applied by certified applicators in the appropriate manner and at a rate as per label instructions. Violation of Federal, State pesticide, herbicide or other chemical spray laws, rules and regulations shall be a condition to cancel the Lease. DNREC reserves the right to prohibit the use of certain agricultural chemicals, including but not limited to fertilizers, herbicides, and pesticides on the leased land. No spraying without prior approval from the Park Superintendent after August 29th annually. Lessee shall be required to notify the Park Superintendent and regional administrator specifically responsible for the leased land **not less than 48 hours prior** to any spraying on leased land, including names of products to be used and target pest

(pesticide/herbicide use). The use of carbofuran (Furadan) in liquid or granular form is prohibited on DNREC lands. Lessee shall post signage (with the words "NOTICE" clearly identifiable), no less than 18" x 24"in size, along trails adjacent to or in areas where recreational areas abut leased lands, which clearly state that the leased lands have been treated with a pesticide or herbicide, the date of treatment, and the RESTRICTED-ENTRY INTERVAL for said chemical. Lessee shall install appropriate amount of signage to ensure clear notification of the product use action and shall remove signage immediately after treatment product guidelines allow.

g. Any DNREC leased lands designated as hay fields shall not be cut prior to July 1st for each growing season. Second cutting shall not occur less than six (6) weeks following the first cut. Cutting equipment shall be set at a height of not less than six (6) inches above ground level.

h. Lessee shall take all necessary precautions to prevent damage to DNREC lands, natural and cultural resources, recreational infrastructure and facilities, including but not limited to gates, trails, cemeteries, ruins, trees, etc. Lessee shall be responsible for all costs associated with damage to DNREC property resulting from Lessee farming activity. Lessee shall take all necessary precautions to avoid disturbance to historic cemeteries or burial sites within the boundaries of the leased lands. Lessee shall utilize designated field access points; failure to do so and cause damage to trails, pathways, grass fields/resident lawns, and areas not designated shall result in Lessee responsibility for damage repair and all costs associated as designated herein. Lessee shall consult with the park superintendent for designated field access points.

i. Dumping, depositing, abandoning, discharging, releasing, or storing of any gaseous, liquid or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water is prohibited, except as permitted by law.

j. Excavation, digging, removing, or selling of loam, peat, gravel, soil, rock, sand, or any similar material by the Lessee is prohibited. Cover crops are required on DNREC leased lands. Refer to cover crop requirements included herein.

k. Lessee shall submit to DNREC an **annual harvest report** indicating type and amount of agricultural commodity harvested from the leased land. **Harvest report shall be furnished to DNREC prior to January 1st annually**.

l. Lessee may be permitted to participate in Farm Service Agency or similar agricultural assistance programs. Participation in these programs is subject to the written approval of DNREC.

m. Lessee shall not construct or install any structures on the leased land without prior written approval of DNREC.

n. Lessee may place a well on leased land with prior written approval of DNREC. Such well would be a fixture to the land and becomes property of DNREC upon termination of the lease. Lessee waives and releases all claims and rights against DNREC with respect to the costs of installing and/or operating such well, the soundness of new or existing wells, and water quantity and quality associated with such wells.

o. Lessee may install an irrigation system on leased land with prior written approval of DNREC. All aboveground pipes, pumps, power units, wheeled irrigation units, and any other related equipment is property of Lessee. Upon termination of lease Lessee shall remove such property, subject to a removal plan approved by DNREC, or convey such property to the succeeding Lessee. Lessee waives and

releases all claims and rights against DNREC with respect to the costs of installing and/or operating such irrigation system.

p. DNREC is not responsible for wildlife damage to agricultural commodities on the leased land.

q. All hunting and trapping rights and privileges and all land use except agricultural leased rights are reserved by DNREC.

r. Lessee shall 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.

s. Lessee shall maintain a fifty (50) foot perimeter around the well head for any pesticide treatments on agriculture lands. No production shall occur within that perimeter in the event that pesticides are required.

12. USE OF HAYFIELD LEASED LAND

a. LESSEE shall apply animal manure to hay fields only following completion of the following: soil analysis of field to receive application to determine existing levels of phosphorus and nitrogen ("P and N") and analysis of manure to determine P and N content. Following required testing manure shall be applied at a rate per acre that will not exceed recommended maximum nutrient content. All analysis results and application rates shall be submitted to DNREC at least 7 working days prior to application.

b. LESSEE shall dispose of broken hay bales by spreading the material in the hayfield in a manner that shall not create a fire hazard or remove said hay from DNREC property and dispose of the material off site.

c. LESSEE shall ensure any stacked hay is not stored on-site for long periods and at no time shall it present a fire hazard or be stacked near flammable materials, buildings or tree lines. LESSEE shall regularly monitor the interior temperature of staked hay bales that are left in park fields to reduce the chance of hay combustion.

d. LESSEE shall not sow seeds in hay fields without prior approval of DNREC. The planting of or sowing of seed of the following grass species shall not be permitted: reed canary grass (Phalaris arundinacea), tall fescue (Festuca arundinacea/Schedonorus arundinaceus), yellow bluestem (Bothriochloa ischaemum), smooth brome (Bromus inermis), and orchard grass (Dactylis glomerata).

13. USE OF CROP FIELD LANDS

LESSEE shall maintain a vegetated buffer strip not less than twenty-five (25) feet wide along all edges of crop fields. Buffers shall be cut annually to limit establishment of woody or invasive vegetation. Control of noxious weeds in buffer strips shall be the responsibility of LESSEE.

14. COVER CROP REQUIREMENTS

a. The purpose of the cover crop program is to protect and control soil, water and nutrient resources on the leased land. All leased land is required to have a cover crop based on the following conditions.

b. Eligible species of cover crops are rye, wheat, barley, and spring oats.

c. Early planting is defined as cover crops planted by October 1st.

d. Normal planting is defined as cover crops planted by October 15th.

e. All seeds purchased for cover crops should be tested and properly labeled in accordance with Delaware Seed Law and Regulations.

f. If homegrown seed is used, it should be tested prior to planting for purity, germination, and noxious weeds by either Maryland or Delaware State Seed Laboratory.

g. Cover crops shall be established and actively growing before the expected period(s) of nutrient leaching. No fall application of commercial fertilizers (N and P) or manure is allowed prior to planting the cover crop. No winter application of commercial fertilizer or manure is allowed. Spring application of manure can resume after March 1st in Sussex County and March 15th in Kent and New Castle Counties.

h. LESSEE shall maintain a winter cover crop on all tillable acres, unless specifically exempted in writing by DNREC.

i. If LESSEE plans on harvesting the cover crops for grain, then LESSEE can apply fertilizer or manure after March 1st.

j. If LESSEE plans on planting early peas, then LESSEE may destroy the cover crop after February 15th and fertilizer and manure can be applied after such date.

k. LESSEE may destroy cover crops by applying an approved herbicide, by plowing the crop under or by green chopping for on-farm use, only after March 15th.

l. There will be a minimum of a 5% spot check of cover crop acres in the spring after removal of the cover crop.

15. **RESERVED RIGHTS**

DNREC reserves the following rights related to the leased land:

a. Reserves the right to grant easements and rights of way across or upon the leased land. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.

b. Reserves the right to create pathways, buffer strips, and hedgerows or to divert land for other DNREC uses. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.

c. Reserves the right of ingress and egress onto and over the leased land for inspection purposes, for enforcement of all laws, rules and regulations of DNREC and for any other lawful purpose.

16. **LIMITATION ON PUBLIC ACCESS**

DNREC shall coordinate with LESSEE on any public use of the leased land in order to not negatively impact normal farming operations.

17. **HOLD HARMLESS**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies

harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

18. **DAMAGES TO PROPERTY**

LESSEE agrees to be solely responsible for any and all injury, loss or damage to LESSEE'S person, crops, equipment, and property or to equipment and property of others which may be placed on the leased land at LESSEE'S request, and LESSEE waives and releases any and all claims or rights against DNREC with respect thereto.

19. **INSURANCE**

LESSEE shall be insured against liability resulting from any agricultural practice or presence upon the leased land.

20. **ASSIGNMENT, INSOLVENCY OR BANKRUPTCY**

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE or (b) a general assignment by LESSEE for the benefit of creditors or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall constitute a breach of this Lease by LESSEE and cause this Lease to terminate immediately.

21. **TERMINATION FOR CONVENIENCE**

Leases shall remain in effect for the time period and quantity specified unless the Lease is terminated by the State. The State may terminate the Lease at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

22. **TERMINATION FOR CAUSE**

LESSEE 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 LESSEE knowingly permits any unlawful acts to be carried out upon the leased land, then DNREC 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 DNREC terminates this Lease while LESSEE has crops growing in the fields, the DNREC agrees not to take possession of the leased land until after LESSEE has harvested the crop during the normal harvest period or, at DNREC'S option, DNREC will reimburse LESSEE at the fair market value for crops destroyed. LESSEE may terminate this Lease by giving DNREC ninety (90) days notice in writing. LESSEE shall yield peaceable possession of the leased land at the termination of the Lease. LESSEE agrees that SECURITY INTEREST shall prevail prior to any reimbursements paid to the LESSEE.

23. **NOTICES**

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally, sent via email with confirmation receipt or sent by first class mail, postage prepaid, and addressed as per the Lease. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.

24. **WAIVER OF BREACH**

The waiver or acceptance by DNREC of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DNREC shall not be deemed to be a waiver or acceptance of any preceding breach by LESSEE of any term, covenant or condition of this Lease, other than the failure of LESSEE to pay the particular rental fee so accepted, regardless of DNREC's knowledge of such preceding breach at the time of acceptance of such rental fee.

25. **LEGAL COSTS AND EXPENSES**

LESSEE shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.

26. **RULES AND REGULATIONS**

The rules and regulations contained in this Lease, as well as such reasonable rules and regulations as may be hereafter adopted by DNREC for the safety, care and protection of its leased lands and the preservation of good order thereon, are hereby expressly made a part hereof, and LESSEE agrees to adhere to all such rules and regulations, after notice of same.

27. **REMEDIES**

It is understood and agreed that the remedies herein given to DNREC shall be cumulative, and the exercise of any one remedy by DNREC shall not be to the exclusion of any other remedy.

28. **BINDING AGREEMENT**

The covenants and conditions herein shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Lease shall not be interpreted as a waiver of the sovereign immunity of DNREC.

29. **TIME**

Time is of the essence of this Lease.

30. **LAW**

This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.

31. **ENTIRE CONTRACT**

This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Lease. There are no representations or warranties, either oral or written, except those contained in this Lease. This Lease may be modified only by an amendment in writing signed by both Parties.

32. **SEVERABILITY**

If any portion of this Lease shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected, and this Lease remains in full force and effect as if it had been executed with the invalid portion omitted.

Exhibit A

Trap Pond State Park
Crop Land for Lease

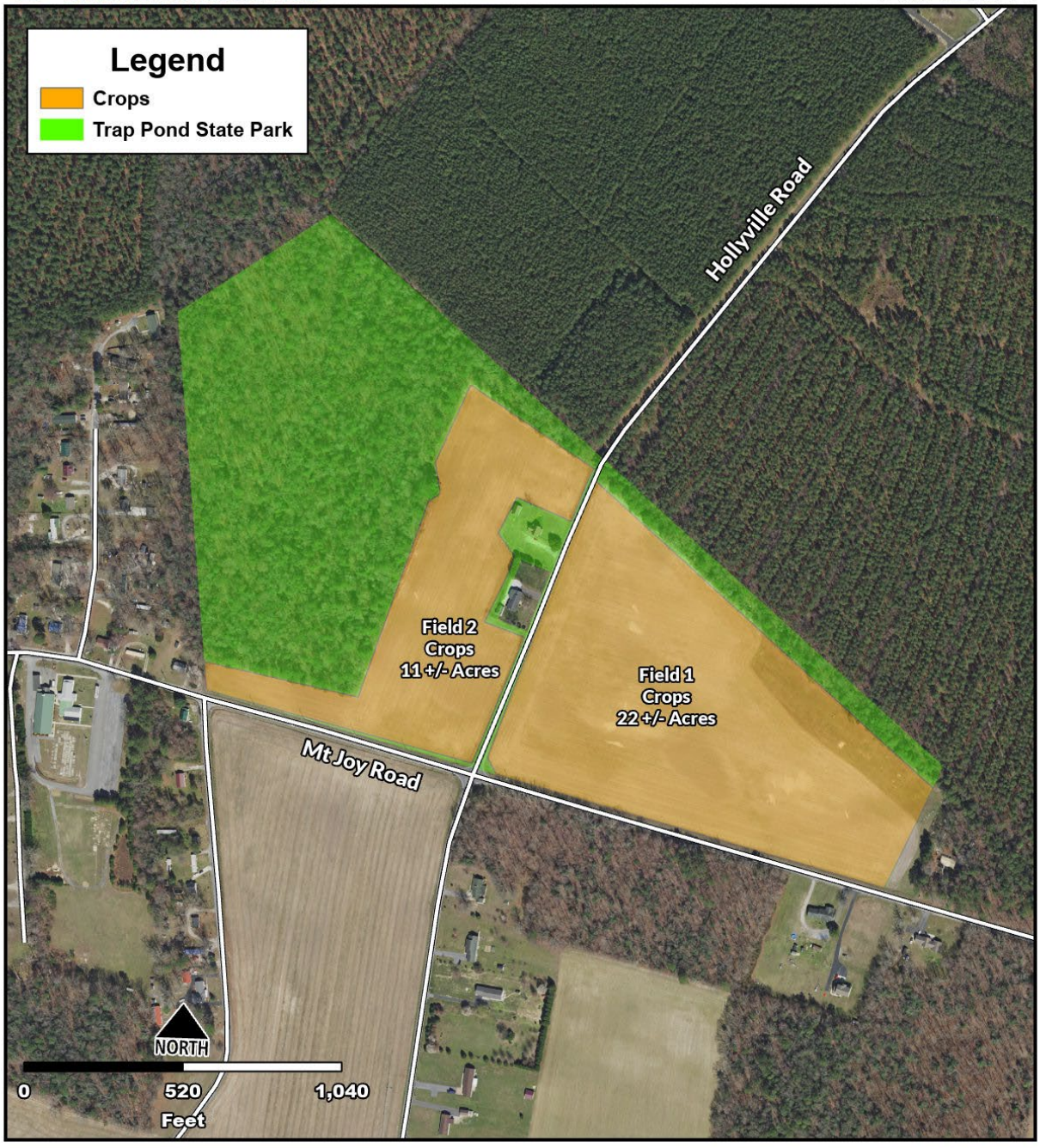
Ag Lease Number - TPSP-01-2027

Parcel # 234-21.00-47.00

33 Total Acres +/-

DELAWARE STATE PARKS
YOUR OUTDOOR ADVENTURE STARTS HERE

EXHIBIT A



Trap Pond State Park
Crop Land for Lease

Ag Lease Number - TPSP-02-2027

Parcels # 332-4.00-26.00

48 Total Acres +/-

DELAWARE STATE PARKS
YOUR OUTDOOR ADVENTURE STARTS HERE

EXHIBIT A

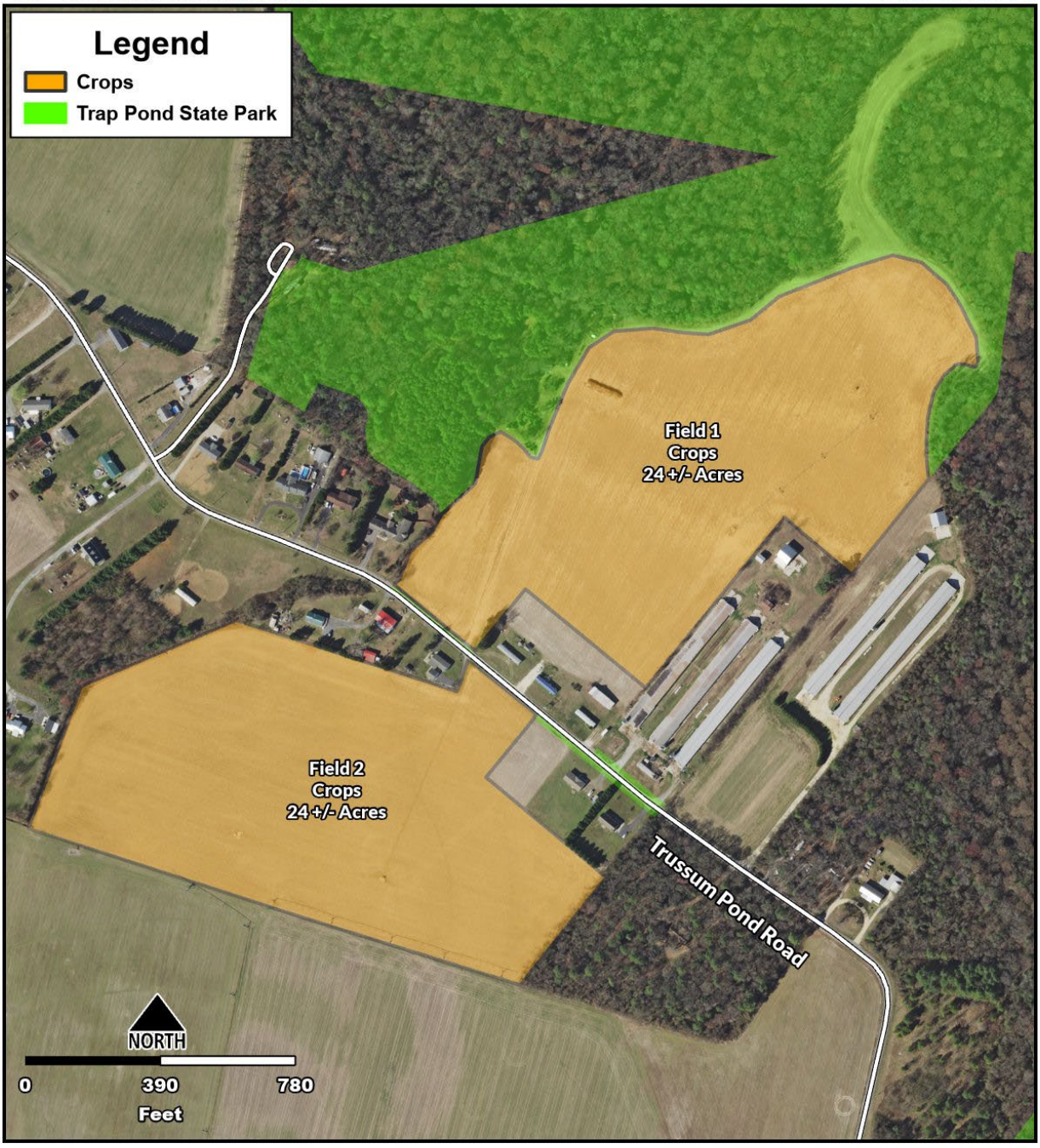


Exhibit B

LEASE # [insert contract number]

AGRICULTURAL LANDS
AT
[identify location of subject property]

THIS LEASE, made and entered into this XX day of [insert month and year], by and between the State of Delaware, DNREC Party of the First Part, hereinafter referred to as "DEPARTMENT,"

AND

(Lessee), of (Lessee Address), Party of the Second Part, hereinafter referred to as "LESSEE."

WITNESSETH, for and in consideration of the covenants and promises hereinafter contained and the payment of rentals as herein set forth, DEPARTMENT leases and rents LESSEE and LESSEE leases and rents from DEPARTMENT, all that certain cleared tracts of land situate in _____ _____to the _____ Tax Records and more specifically located on the attached map, hereinafter referred to as "leased land".

1. **PARTIES.** The name and address of the Parties are:

   DEPARTMENT: State of Delaware - DNREC
   Division of Parks and Recreation
   89 Kings Highway
   Dover, Delaware 19901

   LESSEE: (Lessee Address & Phone No.)

2. **TERM OF LEASE.** The term of this Lease shall be for seven (7) years beginning on January 1, 2027, and terminating on December 31, 2033, without notice of such termination.

3. **RENTAL FEE.** LESSEE shall pay DEPARTMENT an annual rental fee of (amount) Dollars ($). The annual rental fee is based on (amount) Dollars ($) per acre charge for approximately [insert number of acres] acres. DEPARTMENT does not guarantee the exact total acreage of leased land. Rental fees shall be paid to DEPARTMENT on or before [insert month and day] for that lease year.

4. **SECURITY INTEREST.** LESSEE hereby grants to DEPARTMENT a security interest in the agricultural commodities grown by LESSEE on the leased land during the term of this Lease, whether such crops are standing, grown, in storage or in transit, and in any proceeds from the sale, exchange, transfer or other disposition of the collateral or proceeds, to ensure the performance by LESSEE under all agreements with DEPARTMENT, as well as payment of any and all sums now, heretofore and hereafter owing to DEPARTMENT by LESSEE as a result of LESSEE entering into this Lease with DEPARTMENT.

5. **ASSIGNMENT/SUBLETTING OF LEASE.** LESSEE shall not assign any interest in a lease without the prior written consent of DEPARTMENT. LESSEE shall not sublease any part of the leased land.

6. **SECURITY.** LESSEE covenants and agrees that he will in no way interfere with the security of DEPARTMENT or in the DEPARTMENT's ability to carry out their mission.

7. **USE OF LEASED LAND.** The leased land may be used for producing agricultural commodities, including, but not limited to, grain, vegetable, and forage crops (as stipulated on the Map as Exhibit A included herein). LESSEE agrees to follow good farm management practices and to farm the land in a good and reasonable manner to avoid degradation of the environment and further agrees to the following:

   a) The DEPARTMENT reserves the right to cancel this lease on or before January 31 of each year by written notice, given at least sixty (60) calendar days prior to January 31 for non-performance of the contract.

   b) Farm machinery capable of self-propulsion may not be left unattended on the property.

   c) Lessee shall ensure that all equipment and implements are clean of debris prior to entering and leaving the leased property to assist in the control of non-native seeds and invasive species.

   d) No crops are to be planted by the Lessee within any identified setbacks. DNREC reserves the right to restrict planting in any areas upon written notice to the Lessee at least sixty (60) days before normal planting time of the proposed crop.

   e) Hunting rights and trapping will not be allowed on any of the State land, leased or otherwise.

   f) Lessee is to maintain all hedgerows and ditches around the planted fields.

   g) Lessee must maintain the proper Ph and mineral content of the leased acreage in accordance with Department of Agriculture standards.

   h) The use of herbicides for good weed control in all fields must be followed.

   i) Monitoring for invasive plant species should be completed regularly to prevent seeding and spreading. Any invasive plant should be reported to the park along with Lessee's action plan for control.

   j) When the period of the lease is complete, all land must be left in a condition so that it will be tillable next season.

   k) All fertilizer applied and all other cultural treatment to be accomplished so as not to impair or diminish the crop producing ability or quality of any of the leased Land.

   l) Careful maintenance of profile of land and pattern of cultivation to conform to and preserve all land drainage systems presently in operation on any field.

   m) Tillage to create no ridges which will interfere with performance of land drainage.

n) 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.

o) Lessee shall notify the park superintendent no less than 48 hours prior to onsite activities that include, but are not limited to fertilizing, planting, bailing, spreading, spraying, cutting, and any active use of equipment.

p) Lessee shall enter into a Conservation Plan for the leased land with the Natural Resources Conservation Service. The Plan shall contain instructions for management of soil fertility, nutrients, erosion control, agricultural chemicals, integrated pest management, and wildlife concerns. The plan shall follow all appropriate state regulations. A copy of the plan shall be submitted to DNREC prior to the end of the first year of the lease term.

q) Lessee shall enter into a Nutrient Management Plan for the leased land with the Delaware Department of Agriculture. A copy of the plan shall be submitted to DNREC prior to the end of the first year of the lease term.

r) Lessee shall, using acceptable control measures, control any and all noxious weeds that grow within the boundaries of the leased land, including Johnson grass, Canada thistle, bur cucumber, giant ragweed, Texas panicum, Palmer amaranth, poison hemlock, and any additional noxious weeds as specified under Delaware State Law. If Lessee fails to control said vegetation, then DNREC may terminate this Lease and may contract with an independent vendor to apply appropriate control measures to eradicate said noxious weeds and the cost of such measures shall be the responsibility for the LESSEE.

s) Lessee shall submit to DNREC a list of all agricultural pesticides, herbicides, and other chemical sprays and soil amendments to be used on the leased land each year at least 30 days prior to application. All such products shall meet Federal and State standards and be applied by certified applicators in the appropriate manner and at a rate as per label instructions. Violation of Federal, State pesticide, herbicide or other chemical spray laws, rules and regulations shall be a condition to cancel the Lease. DNREC reserves the right to prohibit the use of certain agricultural chemicals, including but not limited to fertilizers, herbicides, and pesticides on the leased land. No spraying without prior approval from the Park Superintendent after August 29th annually. Lessee shall be required to notify the Park Superintendent and regional administrator specifically responsible for the leased land not less than 48 hours prior to any spraying on leased land, including names of products to be used and target pest (pesticide/herbicide use). The use of carbofuran (Furadan) in liquid or granular form is prohibited on DNREC lands. Lessee shall post signage (with the words "NOTICE" clearly identifiable), no less than 18" x 24"in size, along trails adjacent to or in areas where recreational areas abut leased lands, which clearly state that the leased lands have been treated with a pesticide or herbicide, the date of treatment, and the RESTRICTED-ENTRY INTERVAL for said chemical. Lessee shall install appropriate amount of signage to ensure clear notification of the product use action and shall remove signage immediately after treatment product guidelines allow.

t) Any DNREC leased lands designated as hay fields shall not be cut prior to July 1st for each growing season. Second cutting shall not occur less than six (6) weeks following the first cut. Cutting equipment shall be set at a height of not less than six (6) inches above ground level.

u) Lessee shall take all necessary precautions to prevent damage to DNREC lands, natural and cultural resources, recreational infrastructure and facilities, including but not limited to gates, trails, cemeteries, ruins, trees, etc. Lessee shall be responsible for all costs associated with damage to DNREC property resulting from Lessee farming activity. Lessee shall take all necessary precautions to avoid disturbance to historic cemeteries or burial sites within the boundaries of the leased lands. Lessee shall utilize designated field access points; failure to do so and cause damage to trails, pathways, grass fields/resident lawns, and areas not designated shall result in Lessee responsibility for damage repair and all costs associated as designated herein. Lessee shall consult with the park superintendent for designated field access points.

v) Dumping, depositing, abandoning, discharging, releasing, or storing of any gaseous, liquid or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water is prohibited, except as permitted by law.

w) Excavation, digging, removing, or selling of loam, peat, gravel, soil, rock, sand, or any similar material by the Lessee is prohibited. Cover crops are required on DNREC leased lands. Refer to cover crop requirements included herein.

x) Lessee shall submit to DNREC an annual harvest report indicating type and amount of agricultural commodity harvested from the leased land. Harvest report shall be furnished to DNREC prior to January 1st annually.

y) Lessee may be permitted to participate in Farm Service Agency or similar agricultural assistance programs. Participation in these programs is subject to the written approval of DNREC.

z) Lessee shall not construct or install any structures on the leased land without prior written approval of DNREC.

aa) Lessee may place a well on leased land with prior written approval of DNREC. Such well would be a fixture to the land and becomes property of DNREC upon termination of the lease. Lessee waives and releases all claims and rights against DNREC with respect to the costs of installing and/or operating such well, the soundness of new or existing wells, and water quantity and quality associated with such wells.

bb) Lessee may install an irrigation system on leased land with prior written approval of DNREC. All aboveground pipes, pumps, power units, wheeled irrigation units, and any other related equipment is property of Lessee. Upon termination of lease Lessee shall remove such property, subject to a removal plan approved by DNREC, or convey such property to the succeeding Lessee. Lessee waives and releases all claims and rights against DNREC with respect to the costs of installing and/or operating such irrigation system.

cc) DNREC is not responsible for wildlife damage to agricultural commodities on the leased land.

dd) All hunting and trapping rights and privileges and all land use except agricultural leased rights are reserved by DNREC.

ee) Lessee shall 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.

ff) Lessee shall maintain a fifty (50) foot perimeter around the well head for any pesticide treatments on agriculture lands. No production shall occur within that perimeter in the event that pesticides are required.

8. **USE OF HAYFIELD LEASED LAND.**

a) LESSEE shall apply animal manure to hay fields only following completion of the following: soil analysis of field to receive application to determine existing levels of phosphorus and nitrogen ("P and N") and analysis of manure to determine P and N content. Following required testing manure shall be applied at a rate per acre that will not exceed recommended maximum nutrient content. All analysis results and application rates shall be submitted to DNREC at least 7 working days prior to application.

b) LESSEE shall dispose of broken hay bales by spreading the material in the hayfield in a manner that shall not create a fire hazard or remove said hay from DNREC property and dispose of the material off site.

c) LESSEE shall ensure any stacked hay is not stored on-site for long periods and at no time shall it present a fire hazard or be stacked near flammable materials, buildings or tree lines. LESSEE shall regularly monitor the interior temperature of staked hay bales that are left in park fields to reduce the chance of hay combustion.

d) LESSEE shall not sow seeds in hay fields without prior approval of DNREC. The planting of or sowing of seed of the following grass species shall not be permitted: reed canary grass (Phalaris arundinacea), tall fescue (Festuca arundinacea/Schedonorus arundinaceus), yellow bluestem (Bothriochloa ischaemum), smooth brome (Bromus inermis), and orchard grass (Dactylis glomerata).

9. **USE OF CROP FIELD LANDS.** LESSEE shall maintain a vegetated buffer strip not less than twenty-five (25) feet wide along all edges of crop fields. Buffers shall be cut annually to limit establishment of woody or invasive vegetation. Control of noxious weeds in buffer strips shall be the responsibility of LESSEE.

10. **COVER CROP REQUIREMENTS.**

a) The purpose of the cover crop program is to protect and control soil, water and nutrient resources on the leased land. All leased land is required to have a cover crop based on the following conditions.

b) Eligible species of cover crop are rye, wheat, barley, and spring oats.

c) Early planting is defined as cover crops planted by October 1st.

d) Normal planting is defined as cover crops planted by October 15th.

e) All seeds purchased for cover crops should be tested and properly labeled in accordance with Delaware Seed Law and Regulations.

f) If homegrown seed is used, it should be tested prior to planting for purity, germination, and noxious weeds by either Maryland or Delaware State Seed Laboratory.

g) Cover crops shall be established and actively growing before the expected period(s) of nutrient leaching. No fall application of commercial fertilizers (N and P) or manure is allowed prior to planting the cover crop. No winter application of commercial fertilizer or manure is allowed. Spring application of manure can resume after March 1st in Sussex County and March 15th in Kent and New Castle Counties.

h) LESSEE shall maintain a winter cover crop on all tillable acres, unless specifically exempted in writing by DEPARTMENT.

i) If LESSEE plans on harvesting the cover crops for grain, then LESSEE can apply fertilizer or manure after March 1st.

j) If LESSEE plans on planting early peas, then LESSEE may destroy the cover crop after February 15th, and fertilizer and manure can be applied after such date.

k) LESSEE may destroy cover crops by applying an approved herbicide, by plowing the crop under or by green chopping for on-farm use, only after March 15th.

l) There will be a minimum of a 5% spot check of cover crop acres in the spring after removal of the cover crop.

11. **RESERVED RIGHTS.** DEPARTMENT reserves the following rights related to the leased land:

a) DEPARTMENT reserves the right to grant easements and rights of way across or upon the leased land. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.

b) DEPARTMENT reserves the right to create pathways, buffer strips, and hedgerows or to divert land for other Department uses. Annual rental fee shall be reduced to reflect any leased land acreage taken out of production.

c) DEPARTMENT reserves the right of ingress and egress onto and over the leased land for inspection purposes, for enforcement of all laws, rules and regulations of DEPARTMENT and for any other lawful purpose.

12. **LIMITATION ON PUBLIC ACCESS.** The DEPARTMENT shall coordinate with the LESSEE on any public use of the leased land in order to not negatively impact normal farming operations.

13. **HOLD HARMLESS.** LESSEE agrees to exercise the rights herein 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.

14. **DAMAGES TO PROPERTY.** LESSEE agrees to be solely responsible for any and all injury, loss or damage to LESSEE'S person, crops, equipment, and property or to equipment and property of others which may be placed on the leased land at LESSEE'S request, and LESSEE waives and releases any and all claims or rights against DEPARTMENT with respect thereto.

15. **INSURANCE.** LESSEE shall be insured against liability resulting from any agricultural practice or presence upon the leased land.

Before any work is done pursuant to this Lease, the Certificate of Insurance and/or copies of the insurance policies, referring to the lease number stated herein, shall be filed with the State. The certificate holder is as follows:

DNREC/Division of Parks and Recreation
OBS/List the Lease Number
89 Kings Highway
Dover, DE 19901

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

16. **ASSIGNMENT, INSOLVENCY OR BANKRUPTCY.** Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE or (b) a general assignment by LESSEE for the benefit of creditors or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall constitute a breach of this Lease by LESSEE and cause this Lease to terminate immediately.

17. **TERMINATION OF LEASE.** LESSEE 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 LESSEE knowingly permits any unlawful acts to be carried out upon the leased land, then DEPARTMENT 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 terminates this Lease while LESSEE has crops growing in the fields, the DEPARTMENT agrees not to take possession of the leased land until after LESSEE has harvested the crop during the normal harvest period or, at DEPARTMENT'S option, DEPARTMENT will reimburse LESSEE at the fair market value for crops destroyed. LESSEE may terminate this Lease by giving DEPARTMENT ninety (90) days' notice in writing. LESSEE shall yield peaceable possession of the leased land at the termination of the Lease. LESSEE agrees that SECURITY INTEREST shall prevail prior to any reimbursements paid to the LESSEE.

18. **TERMINATION FOR CONVENIENCE.** The Lease shall remain in effect for the time period specified unless the Lease is terminated by DNREC. DNREC may terminate the Lease at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) calendar days before the effective date of termination.

19. **NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as per Paragraph 1. Upon written notice from a Party, or a successor in interest, to the other Party hereto, any such notice, demand or other written communication shall be given to that Party or successor at the address indicated in such notice.

20. **WAIVER OF BREACH.** The waiver or acceptance by DEPARTMENT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any continuing or subsequent breach of the same or any other term, covenant or condition herein contained. All waivers or acceptances must be in writing. The subsequent acceptance of rent hereunder by DEPARTMENT shall not be deemed to be a waiver or acceptance of any preceding breach by LESSEE of any term, covenant or condition of this Lease, other than the failure of LESSEE to pay the particular rental fee so accepted, regardless of DEPARTMENT'S knowledge of such preceding breach at the time of acceptance of such rental fee.

21. **LEGAL COSTS AND EXPENSES.** LESSEE shall pay and discharge all costs, attorneys' fees and expenses arising from enforcing any covenant or forfeiture hereof.

22. **RULES AND REGULATIONS.** The rules and regulations contained in this Lease, as well as such reasonable rules and regulations as may be hereafter adopted by DEPARTMENT for the safety, care and protection of its leased lands and the preservation of good order thereon, are hereby expressly made a part hereof, and LESSEE agrees to adhere to all such rules and regulations, after notice of same.

23. **REMEDIES.** It is understood and agreed that the remedies herein given to DEPARTMENT shall be cumulative, and the exercise of any one remedy by DEPARTMENT shall not be to the exclusion of any other remedy.

24. **BINDING AGREEMENT.** The covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of all of the Parties hereto; and all of the Parties hereto shall be jointly and severally liable hereunder. This Lease shall not be interpreted as a waiver of the sovereign immunity of DEPARTMENT.

25. **TIME.** Time is of the essence of this Lease.

26. **LAW.** This Lease shall be construed and interpreted in accordance with the laws of the State of Delaware.

27. **ENTIRE CONTRACT.** This instrument contains the entire agreement of the Parties and supersedes, cancels, and revokes any and all other agreements between the Parties relating to the subject matter of this Lease. There are no representations or warranties, either oral or written, except those contained in this Lease. This Lease may be modified only by an amendment in writing signed by both Parties.

28. **SEVERABILITY.** If any portion of this Lease shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this Lease shall remain in full force and effect as if it had been executed with the invalid portion omitted.

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IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the day and year above written.

STATE OF DELAWARE,
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

_____
Witness

By: _____
Eric Dawson
Chief Operating Officer

_____
Witness

By: _____
Tenant Signature

SECTION E

VENDOR BID SECTION

To be considered for this Lease, complete the following forms fully and completely and return to DNREC, Division of Parks and Recreation. 89 Kings Highway, Dover, Delaware, 19901 by **Tuesday, December 8, 2026, at 11:00 AM Local Time**, at which time bids will be opened. Vendor names for proposals received will be posted to the http://bids.delaware.gov/ website.

THE FOLLOWING ARE REQUIRED IN ORDER FOR YOUR BID TO BE CONSIDERED:

1. **Non-Collusion Statement**

2. **Vendor Offer Form**

3. **Brief description of experience relative to the conditions of this Request for Proposal; include knowledge and experience in farming leased property**

4. **Assertion of ability to meet the conditions of the lease provided in Exhibit B**

5. **Description of offeror's experience and participation in Delaware's Farmland Preservation Program, USDA Beginning Farmers and Ranchers programs and/or the Young Farmers Program**

BID OPENINGS

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

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STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

AGRICULTURAL LAND LEASE
OFFER FORM

ONE FORM IS REQURED FOR EACH LEASE BEING BID ON

PROPOSAL DUE: Tuesday, December 8, 2026, at 11:00 AM local time

TO: State of Delaware
DNREC/Division of Parks and Recreation
OBS/NAT26003_TPSP AG LEASE
89 Kings Highway
Dover, Delaware 19901

AGRICULTURAL LAND LEASE BID FOR:

- **Agriculture Lease Number and FSA Tract(s): _____**

- **Number of Acres: _____**

The undersigned, representing that he/she received the Request for Proposal (RFP), read the Instructions and reviewed the map of lands subject to lease (Exhibit A), reviewed the agricultural lease (Exhibit B) and had the opportunity to visit the land subject to the lease, hereby makes the following proposal offer to lease the above-referenced agricultural lands for a term of seven (7) years beginning January 1, 2027, through December 31, 2033.

Responses required as part of proposal package, *including this Proposal Form*:

Ability to Perform.

a. How many years of Farming Experience? (Mark X in one)
   0 – 5 ___
   5-10 ___
   10-15 ___
   15-20 ___
   20-25 ___
   25+ ___

b. Are you or your immediate family a current state agricultural lease holder? Yes ___ No ___

c. Have you held a previous state agricultural lease? Yes __ No __
   i. If yes – please specify property and dates held. _____
   _____
   _____

d. Have you ever lost / defaulted on a state agricultural lease? Yes ____ No ____

i. If yes, please provide date of default and reason. _____

_____

e. Please list additional services you have previously performed or are willing to provide as part of leased property.

_____

_____

_____

_____

f. Best Management Practices (BMP's): Please list all the agricultural BMP's that you plan to use.

_____

_____

_____

_____

g. Delaware's Farmland Preservation Program, USDA Beginning Farmers and Ranchers programs and/or the Young Farmers Program: Please describe your involvement and actions with these entities.

_____

_____

_____

_____

h. Include in your proposal, your ability to meet the conditions of this Request for Proposal and resultant lease.

i. Include in your proposal, your knowledge and experience in farming leased property.

j. Fill out the following for your cost proposal/offer:

$ _____ (per year of agricultural lease)

$ _____ (per acre)

This proposal is submitted with a certified check made out to **DNREC – Division of Parks and Recreation** as a Bid Security of **twenty-five percent (25%) of the bid annual lease fee.**

Bid Security = $_____. For a successful bid, the Bid Security shall be applied to the first-year annual lease fee upon execution of the agricultural lease. The remaining seventy-five percent (75%) shall be due on or before **January 1, 2027,** for the first year of the lease term and failure of such payment in full will result in forfeiture of the Bid Security and cancellation of the awarded agricultural lease.

This bid offer is submitted with the knowledge that DNREC reserves the right to waive technicalities, to reject any and all bids, to advertise for new bids, to proceed to deal with the land otherwise, or to abandon the execution of an agricultural lease, if the best interest of the State will be promoted thereby. DNREC shall award an agricultural land lease to the highest qualified bidder. The successful bidder shall be notified within ninety (90) days of bid opening.

PRINT NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

ADDRESS: _____

_____

_____

TELEPHONE: (____) _____ DATE SUBMITTED: _____

Bidder is: ___ an individual; ___ partnership; __ Corporation
If a partnership, bid offer shall be signed by an authorized partner under the name of the partnership. If a corporation, bid offer shall be signed by an authorized executive officer of the corporation under its registered name and the corporate seal affixed.

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STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

NO BID REPLY FORM

CONTRACT # NAT26003_TPSP AG LEASE

BID TITLE: Agricultural Land Lease

To assist us in obtaining feedback about our Invitations to Bid, we ask that each firm that does not wish to bid, state their reason(s) below and return to the above address.

We must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other:_____

_____ _____
FIRM NAME SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services**.

_____ We wish to be deleted from the Vendor's List **for these goods or services**.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

NON-COLLUSION STATEMENT

CONTRACT Number: NAT26003_TPSP AG LEASE
TITLE: Agricultural Land Lease

DEADLINE TO RESPOND: Tuesday, December 8, 2026, 11:00 AM LOCAL TIME (Eastern Standard)

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Bid**, and further certifies that it is not a sub-contractor to another Vendor who also submitted a Bid as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources, Division of Parks and Recreation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources, Division of Parks and Recreation.

COMPANY NAME _____

COMPANY TYPE: Corporation Partnership Individual Other: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
FEDERAL E.I. NUMBER _____ LICENSE NUMBER _____

Certification type(s)	Circle all that apply
Minority Business Enterprise (MBE)	Yes No
Woman Business Enterprise (WBE)	Yes No
Disadvantaged Business Enterprise (DBE)	Yes No
Veteran Owned Business Enterprise (VOBE)	Yes No
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901

EXCEPTION FORM

CONTRACT NO.: NAT26003_TPSP AG LEASE
TITLE: Agricultural Land Lease

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.