



## ST. MARY RIVER IRRIGATION DISTRICT

### GRAZING LEASE TENDER FORM, INSTRUCTIONS, LEASE AGREEMENT

#### Invitation to Tender

Sealed tenders clearly marked on the envelope "Tender for SMRID Grazing Lease" will be received at the SMRID Office in Taber up to 3:00 p.m., Local Time,

**Wednesday, August 31<sup>st</sup>, 2024.**

Each tender must be accompanied by a certified cheque payable to the St. Mary River Irrigation District, for a sum not less than 20% of the tendered price. The Tender Deposit of the unsuccessful bidders shall be returned within six (6) weeks after tender opening. If a contract is awarded, the successful bidder's Tender Deposit shall be credited towards his first year's annual rent payment. The Tender Deposit of the successful bidder shall be forfeited as liquidated damages if the tenderer declines to enter into a contract for the grazing lease(s) in the form provided when and if requested to do so within six (6) weeks after the date of the opening of the bids.

The Board of Directors reserves the right to reject any or all tenders, waive informalities, or to accept any tender deemed most favorable in the interest of the District.

#### Instructions to Bidders

The Tender Form must be completed in full. A separate Tender Form must be completed for each grazing lease being tendered. The tender(s), accompanied by a **certified cheque**, shall be submitted in a sealed envelope with "Tender for SMRID Grazing Lease" clearly marked on the envelope.

Included in this Tender Package is:

1. A tender form for each grazing lease.
2. A map of each of the grazing lease.
3. A copy of the lease agreement to be entered into by the successful tenderer.

The Board reserves the right to reject any or all tenders when such rejection is in the interest of the District.

**The highest or any tender will not necessarily be accepted.**



## TENDER FORM

**for the grazing lease in:**

**NW and S ½ of 28-10-16-W4M containing approximately 458 acres,  
in the St. Mary River Irrigation District.**

The grazing lease is for a term of two (2) consecutive years:

**January 1, 2025 – December 31, 2025 &**

**January 1, 2026 – December 31, 2026.**

The maximum animal units that can be grazed on the lease each year is:

**216 Animal Unit Months (AUM).**

The annual rent shall be paid at an SMRID office not later **than April 1<sup>st</sup> of each period during  
the term of the lease.**

**BID PRICE \$ \_\_\_\_\_/year (excluding GST) for **each year** of the 2-year term of the lease.**

**BID SUBMITTED BY:** Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

- Note:**
- The conditions of the lease are contained in detail in the sample Lease Agreement contained in this Tender Package.
  - Applicable GST will be added to the annual invoice.

**ST. MARY RIVER IRRIGATION DISTRICT**

**TWO YEAR GRAZING LEASE**

THIS INDENTURE is made this 31<sup>st</sup> day of August A.D. 2024.

BETWEEN:

**ST. MARY RIVER IRRIGATION DISTRICT  
525 – 40<sup>TH</sup> STREET SOUTH  
LETHBRIDGE, AB  
T1J 4M1**

in the Province of Alberta  
(hereinafter called "The Landlord")

OF THE FIRST PART

- and -

in the Province of Alberta  
(hereinafter called "The Tenant")

OF THE SECOND PART

IN CONSIDERATION of the rents, covenants and agreements herein reserved and contained and on the part of the Tenant to be paid, kept, observed and performed, the Landlord by these presents does demise and lease unto the Tenant, all that certain parcel or tract of land situated in the Province of Alberta, and being more particularly described as follows, namely:

**NW & S1/2 of 28-10-16-W4<sup>th</sup> - 458 ACRES**

reserving to the said Landlord all mines (as "minerals" is defined in the Surface Rights Act) and all sand and gravel, clay and marl and valuable stones together with the right and liberty by itself, its servants, agents, lessees or assigns to search for and work with the same and to remove the same or their produce without making the Tenant any compensation whatsoever for surface damage and with the full right in the Landlord without recourse to the Tenant to grant leases profits a'prendre or other rights with respect thereto all without any reduction or abatement in the rent payable by the Tenant to the Landlord under this Agreement:

TO HAVE and to hold the said lands unto the Tenant subject to the rents hereby reserved and the agreements, conditions, covenants, exceptions, stipulations and reservations herein contained for a two-year term commencing the **1st** day of **January A.D. 2025**, the said tenant yielding and paying in each year of the term unto the Landlord by April 1<sup>st</sup> of the mailing by the Landlord to the Tenant of a billing notice addressed to the Tenant and mailed post-paid to the Tenant at the address thereof shown above or such other address as the Tenant may advise, setting out the appropriate annual rental applicable to the demised land based on the "Rental Tariff for Grazing Leases" established by resolution of the Landlord and in effect from time to time at the appropriate anniversary date of the said term during the currency of the said lease.

AND THE TENANT covenants and agrees with the Landlord as follows, namely: -

1. The lease is subject to a stocking rate of 216 Animal Unit Months (AUM) per calendar year.

2. The Tenant shall use the said lands to graze livestock in accordance with conservation and proper range management practices.
2. The Tenant shall submit to the Landlord a sworn statement showing the number of livestock owned by him and maintained on the lands when he is required so to do by the Landlord.
3. The Tenant shall not plough, break, spray, seed, or cultivate or cause or suffer or permit any person to plough, break, cultivate, spray or seed any of the lands comprised in this lease without the written consent of the Landlord. Any cattle on the land shall carry the Tenant's brand.
4. The Tenant shall not permit any livestock, without the tenant's brand, to graze on the land except those, which are owned by the said Tenant without the written consent of the Landlord.
5. The Tenant shall confine his livestock to the land and to any other lands controlled by the Tenant and grazed in conjunction with the leased lands.
6. The Tenant may construct the temporary barns, shelter, corrals and other improvements on the land required for the care of his livestock. He will during the continuance of the said term as and when required by the Board erect and put upon those boundaries of the said land where no substantial fence now exists, a good and substantial fence and maintain all fences in good repair during the term.
7. If the Tenant fails to comply with any statute, regulation, order or by-law in force from time to time for the prevention, control or eradication of any contagious animal disease,

notice of which has been received by the Tenant, the Landlord may take such action it considers necessary to comply with the said statute, regulation, order or by-law and Tenant shall be liable to the Landlord for any cost or any action taken by the said Landlord accordingly.

8. The Tenant shall and will well and truly yield and pay to the Landlord the rent hereby reserved in the manner described in this lease.
9. The Tenant shall not under any circumstances assign or transfer this lease or the lands hereby demised not sublet the same and any transfer assignment or sublease hereof is strictly prohibited.
10. The Tenant will not do or suffer any waste or damage disfiguration or injury to the premises or permit any part of the land to be used for any dangerous, noxious or offensive trade or business, and not cause or maintain any nuisance on the said lands.
11. The Tenant shall assume and pay all irrigation rates, special rates, or other amounts payable to the Board with respect to the said land under the *Irrigation Districts Act* or by agreement which are applicable to any irrigation season included within the said term in each year of the term of this agreement and produce and leave with the Landlord a receipt or receipts for the payment thereof for the current year and the Landlord shall pay all municipal land taxes, rates and assessments which may be rated or levied against the said lands during the said term.

And it is hereby agreed between the parties hereto as follows: -

- (a) The lease is for the periods of:  
January 1, 2025 – December 31, 2025 &  
January 1, 2026 – December 31, 2026.
- (b) Rent for each period is due by April 1<sup>st</sup> of that period.
- (b) If the Tenant shall at any time make default in the due payment of any sum or sums of money whatsoever payable to the Landlord though no formal or legal demand should be made for payment thereof, or shall be in default of any taxes payable thereby or be in breach or default under any of the covenants, provisos, and conditions herein contained which on the part of the Tenant ought to be observed or performed, then the Landlord may enter upon the lands and thereafter have, possess and enjoys them as if this indenture had never been made.
- (c) Upon the termination hereof, the Tenant will at all times yield up the land in good and tenantable repair and not being in default under the terms hereof, may remove at his own expense all of the improvements which he has placed upon the premises provided always that he must fully restore the lands to the said condition to which they were prior to the coming into effect of this lease.
- (d) If the Tenant's goods and chattels or livestock on the said lands liable to distress shall be at any time seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of his creditors or becoming

bankrupt or insolvent, shall take the benefit of any act for bankrupt or insolvent debtors the term shall become immediately forfeited and void.

- (e) The Landlord covenants with the Tenant for quiet enjoyment of the premises by the Tenant during the continuance of this term.
- (f) The parties agree that no waiver on behalf of the Landlord of any of the provisos, conditions, restrictions and stipulations herein contained whether negative or positive in form shall take effect or be binding upon the Landlord unless the same is expressed in writing under the authority of the Chairman of the Board and any waiver so expressed shall not limit or affect the Landlord's right with respect to any other or future breach.
- (g) Any notice required to be given to the Landlord under the terms of this lease shall be sufficiently given if delivered to the Landlord or mailed by prepaid registered mail addressed to it at 525 – 40<sup>th</sup> Street South, Lethbridge, AB T1J 4M1 or at such other address as the Landlord may in writing designate. Any notice required to be given to the Tenant under the terms of this lease shall be sufficiently given if delivered to the Tenant or mailed by prepaid registered mail addressed to it at:

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or at such other address as the Tenant may in writing designate. In either case, such notice shall be deemed to have been received on the date of its delivery or on the day following the date when it is handed to the post office in LETHBRIDGE, Alberta.

- (h) This lease shall be so construed as to endure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.



IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have hereunto set their hands and seals the day and year first above written.

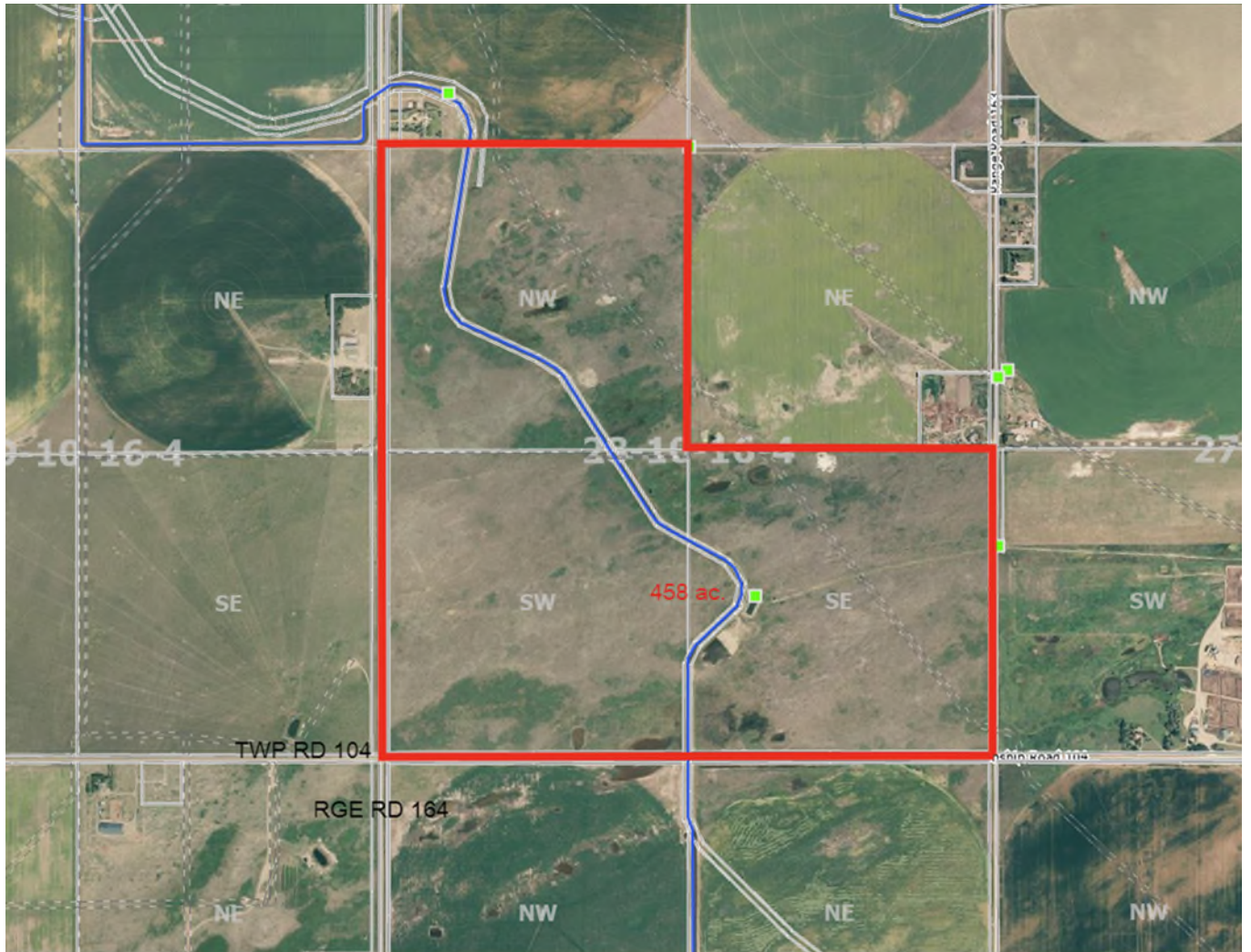
**ST. MARY RIVER IRRIGATION DISTRICT**

PER: \_\_\_\_\_  
Stacey Russell, Land Administration Manager

PER: \_\_\_\_\_  
George Bohner, Operations Manager

PER: \_\_\_\_\_  
Leaseholder Signature                      Date

PER: \_\_\_\_\_  
WITNESS



NW & S1/2 of 28-10-16-W4.