ST. MARY RIVER IRRIGATION DISTRICT

GRAZING LEASE TENDER PACKAGE

Invitation to Tender

Sealed tenders clearly marked on the envelope "Tender for SMRID Grazing Lease" will be received at the SMRID offices up to 3:00 p.m., local time,

Friday, December 18th, 2026.

Tenders must include the Tender Form, completed in full, accompanied by a certified cheque payable to the St. Mary River Irrigation District for a sum not less than 20% of the tendered annual rent, forming the Tender Deposit. The Tender Deposit of the unsuccessful bidders shall be returned within six (6) weeks after tender closing. If a lease 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 bidder declines to enter into a contract for the grazing lease in the form provided when and if requested to do so within two (2) weeks of the closing of the bids.

SMRID 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. **Tenders must be made by an individual or corporation which actively holds permanent irrigation acres with the SMRID.** 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.

Included in this Tender Package is:

1. A Tender Form to be completed.
2. A copy of the lease agreement to be entered into by the successful bidder, for information.

TENDER FORM

For the grazing lease in:

NW-28-10-16-W4,
SW-28-10-16-W4,
SE-28-10-16-W4
containing approximately 458 acres,
in the St. Mary River Irrigation District.

The lease is for a term of five (5) consecutive periods of May 1st – Sept. 30th:
2027, 2028, 2029, 2030, 2031.

The maximum Animal Units that can be grazed on the lease each year is:
216 Animal Unit Month (AUM).

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

BID PRICE $_____/year (excluding GST) for **each year** of the 5-year term of the lease.

BID SUBMITTED BY:

Name: _____

Complete Mailing Address: _____

Phone, Email: _____

Signature: _____

Date: _____

This person or organization holds permanent irrigation acres with SMRID. ☐

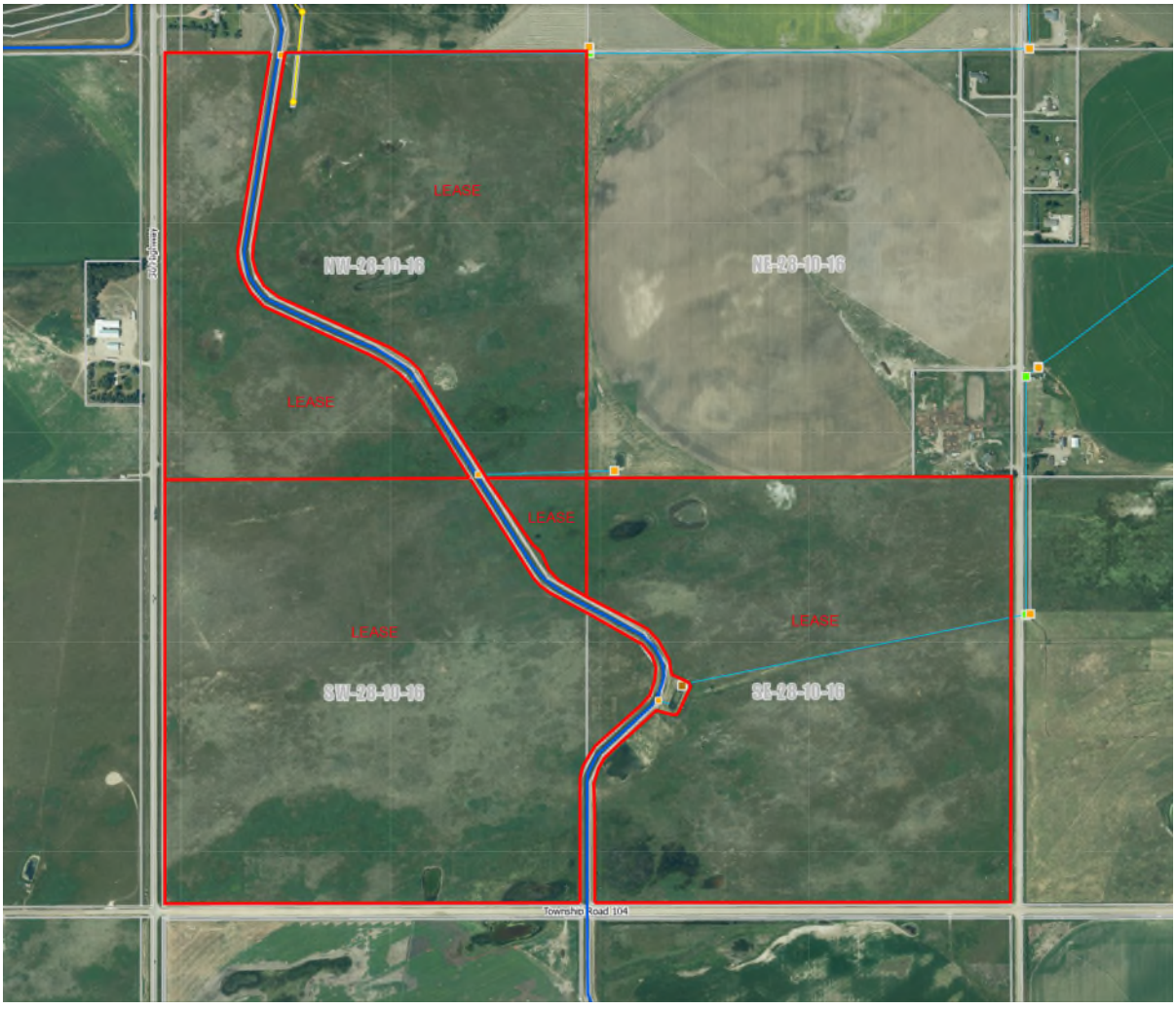
TENDER FORM

Grazing Lease Tender Information Package

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

Paul Fontaine is available to discuss any questions regarding the pasture or bidding process, or to schedule a site visit. Pasture entrance gate is on HWY 36 at (49.851625, -112.127093) and prospective bidders are encouraged to visit the site at will.

Paul Fontaine R.T.(Ag.), Land Administration
pfontaine@smrid.com
403-308-7396



Annual stocking rate is 216 AUM.

216 cow calf pairs for 1 month duration,
or
108 cow calf pairs for 2 months duration,
or
54 cow calf pairs for 4 months duration, etc.

The lessee shall be solely responsible for watering their animals and for their animals welfare. There are multiple ephemeral water bodies contained within the lease. However, the lessee may wish to provide their own watering system(s) for the duration of the lease. Pumping from the SMRID canal into an approved watering system (*i.e.*, solar watering unit or similar) will be acceptable. Pumping from the SMRID canal onto bare ground or into one of the ephemeral water bodies will not be acceptable.

_____ initial

ST. MARY RIVER IRRIGATION DISTRICT
GRAZING LEASE AGREEMENT

THIS AGREEMENT made this day of , 2026.

BETWEEN:

ST. MARY RIVER IRRIGATION DISTRICT
525 – 40th Street South
Lethbridge, AB
T1J 4M1

in the Province of Alberta
(hereinafter called "the Lessor")

OF THE FIRST PART

- and-

in the Province of Alberta
(hereinafter called “the Lessee”)

OF THE SECOND PART

WHEREAS the Lessor is the registered owner of an estate in possession of all that certain parcels of land known and described as follows, and as outlined in red on the attached **“SCHEDULE A”**:

Parcel 1 - Leasing 151 acres within NW-28-10-16-W4, excepting thereout all mines and minerals.

Parcel 2 - Leasing 154 acres within SW-28-10-16-W4, excepting thereout all mines and minerals.

Parcel 3 - Leasing 153 acres within SE-28-10-16-W4, excepting thereout all mines and minerals.

WHEREAS the Lessee has applied to the Lessor for the privilege of renting the said land,

AND WHEREAS the Lessor has agreed to lease to the Lessee the said lands for pasture subject to the covenants and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant, promise and agree the one with the other as follows:

THE Lessee covenants and mutually agrees with the Lessor as follows:

1. The Lessee shall use the Lands for the purpose of grazing livestock thereon from the period of May 1st to September 30th on each given year:

2027, 2028, 2029, 2030, 2031.

The Lessee shall have no right or interest in or to the Lands for the periods between October 1st and April 30th of each given year.

This lease agreement expires on October 1st, 2031.

2. The annual rent shall be paid at an SMRID office not later than April 1st of each year of the aforementioned term of the lease.

The annual rent is $.

3. The Lessee shall comply with the maximum annual Animal Unit Month (AUM) stocking rate as hereby specified:

[216] AUM

where (1) AUM is defined as (1) cattle or horse unit for (1) month of duration. Suckling calves only are excluded from counting. Failure of the Lessee to comply with the stocking rate as hereby specified shall be grounds for the immediate termination of this Agreement.

4. The Lessor, its employees, contractors, and agents may enter the Lands with vehicles and equipment during the term of this Agreement for the purpose of constructing, repairing, maintaining, relocating, or abandoning any irrigation works. The Lessor, its agents and employees may enter the Lands at any time, with or without vehicles, to inspect the condition of the Lands and the Lessee's compliance with this Agreement.

5. The Lessee shall use the Lands to graze livestock in accordance with range management best practices which protect vegetation succession, shoreline stability, and water quality.

5. The Lessee shall not plough, break, cultivate, seed, spray chemical, or cause, or suffer, or permit any person to plough, break, cultivate, seed, or spray chemical on any of the Lands without the written consent of the Lessor.

6. The Lessee shall comply with the provisions of the Environmental Protection and Enhancement Act.

7. If the Lessee fails to comply with any statute, regulation, order or by-law in force for the prevention, control, or eradication of any contagious animal disease or any noxious or prohibited weed, notice of which has been received by the Lessee, the Lessor may take any such action as it considers necessary to comply with the said statute, regulation, order or by-law. The Lessee shall be liable to the Lessor for any cost or expense of remedial actions taken by the Lessor accordingly, which may be added to the rent.

8. The Lessee will not permit the Lands to suffer any waste dumping, pollution (material, chemical, or otherwise), ground disturbance, damage, disfiguration or injury to the Lands, or permit any part of the Lands to be used for any dangerous, noxious or offensive activity, and shall not cause, permit, or maintain any nuisance on the Lands.

9. The Lessee shall not construct or erect any infrastructure on the Lands without the written consent of the Lessor (perimeter fencing only is excluded).

10. All animal units on the Lands shall carry the Lessee's brand or tag. The Lessee shall not permit any livestock without the Lessee's brand or tag to graze on the Lands without the written consent of the Lessor. Upon request by the Lessor, the Lessee shall submit a sworn statement showing the number of livestock owned by the Lessee and maintained on the Lands.

11. Subletting, subleasing, or any other transfer or assignment of the Lands by the Lessee to another party shall be grounds for immediate termination of this Agreement.

12. The Lessee shall confine livestock to the Lands and/or to any other lands controlled by the Lessee and grazed in conjunction with the Lands. The Lessee shall, during the continuance of the term and as required by the Lessor, erect and maintain, at the Lessee's expense, perimeter fencing on those boundaries of the Lands where no substantial fence exists and shall maintain all existing fences in good repair. The Lessee shall keep livestock out of the Lessor's irrigation canals and shall comply with the provisions of the Stray Animals Act.

13. The Lessee shall and will well and truly yield and pay to the Lessor the rent hereby reserved in the manner aforesaid.

14. The Lessee shall assume and pay all irrigation rates, special rates or fees, taxes, or other amounts payable to the Board with respect to the Lands under the Irrigation Districts Act, or by this Agreement, which are applicable to any irrigation season included within the said term in each year of the term of this agreement.

15. The Lessor and the Lessee mutually agree that should either party to this agreement determine that it no longer wishes to be bound by the covenants herein contained, that a notice in writing may be sent by the party terminating this Agreement on or before December 31st of a given year - the receipt of which will provide for the termination of this Agreement upon the following January 1st after the said notice of termination. The Lessor and Lessee shall at all times while bound by this Agreement, perform all the covenants applicable to the said party and herein contained.

16. If the Lessee shall at any time default in the due payment of any sum or sums of money whatsoever payable to the Lessor, though no formal or legal demand be made for payment thereof, or if the Lessee shall be in default of any taxes payable, or be in breach or default under any of the covenants, provisos, and conditions herein contained which on the part of the Lessee ought to be observed or performed, the Lessor may at its discretion provide notice for the immediate termination of this Agreement, and may enter upon the lands and thereafter have, possess and enjoy them as if this Agreement had never been made.

17. Upon the termination of this Agreement, the Lessee shall yield up the Lands in good condition and, if not in default under the terms of this Agreement, may remove, at the Lessee's own expense, all equipment (fencing excluded) placed upon the premises, provided that the Lands are fully restored to the condition they were in prior to the commencement of this Agreement.

18. If the Lessee'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 Lessee or if the Lessee shall make any assignment for the benefit of his creditors or becoming bankrupt or insolvent, or receive the benefit of any act for bankrupt or insolvent debtors, this Agreement shall become immediately forfeit and void.

19. The Lessee acknowledges that direct cattle access to the channel is discouraged due to potential impacts on water quality, bank stability, and infrastructure. The Lessor reserves the right, at its sole discretion, to prohibit direct cattle access to the channel at any time during the term of this Agreement. In the event such prohibition is enacted, the Lessee shall, at the Lessee's expense, construct, repair, or maintain fencing or implement any other reasonable measures as required by the Lessor to restrict livestock from entering the irrigation channel.

20. The parties agree that no waiver 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 Lessor unless expressed in writing by the Lessor. Any waiver so expressed shall not limit or affect the Lessor's right with respect to any other or future breach.

21. The Lessee shall indemnify and save harmless the Lessor and its directors, employees, contractors and agents against all actions, proceedings, claims, demands, charges, losses, costs, damages, or expenses whatsoever, suffered by the Lessee and its directors, employees, contractors and agents or to the Lands, either directly or indirectly, in respect of any matter or thing arising from the Lessee's use of the Lands or out of any operations in connection therewith.

22. Any notice required to be given to the Lessor under the terms of this Agreement shall be sufficiently given if delivered to the Lessor or mailed by prepaid registered mail addressed to it at: 525 – 40th Street South, Lethbridge, AB T1J 4M1.

23. Any notice required to be given to the Lessee under the terms of this Agreement shall be sufficiently given if delivered to the Lessee in person, mailed by prepaid registered mail at the address listed above, or delivered digitally at:

or at such other address as the Lessee may designate in writing. 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.

ST. MARY RIVER IRRIGATION DISTRICT

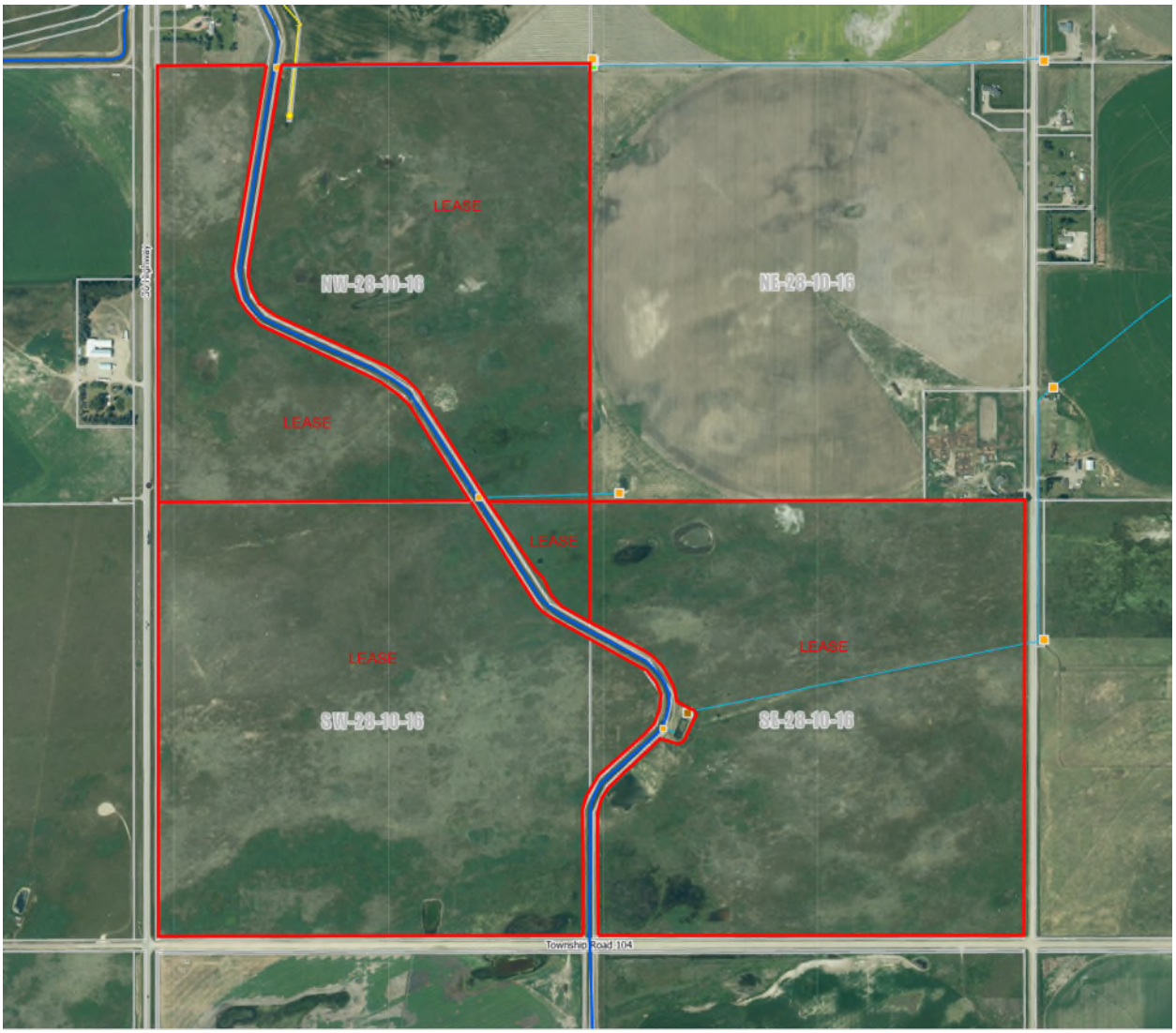
PER: _____

PER: _____

_____ _____

WITNESS

SCHEDULE A



Showing the grazing lease boundary in red outline.