



BRID ADDRESS
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LEASE AUCTION NEWSLETTER

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newsletter@brid.ca

LAND LEASE AUCTION

The Board of Directors of the Bow River Irrigation District (BRID) invites all interested irrigators to attend a land lease auction to be held at the Bow River Irrigation District office on Wednesday, **March 26, 2025**, at **1:00 pm** for 3 parcels of irrigated cultivation land. All BRID irrigators (anyone owning land within the BRID with irrigated acres on the assessment roll) are eligible to bid on the cultivation leases as long as they are pre-registered prior to 4:30 pm on Monday, March 24, 2025. Proxy bidding will be allowed. Pre-registration must be done on BRID forms.

For the cultivation leases, bids will be based on a dollar per acre per year amount. The highest bidder in the first round will have their choice of one or as many of the parcels as they wish, with the same dollar per acre rate for all parcels. If the original high bidder does not take all the parcels in the first round, the high bidder in the second round will then have their choice of as many of the remaining parcels as they wish. This will continue until all parcels have been taken.

The BRID will supply the pivot and pump for these parcels.

The leases up for renewal are:

3 pivots near Lost Lake

- NE-18-14-17-W4, 132 acres,
- SE-18-14-17-W4, 128 acres,
- South ½ 17-14-17-W4, 165 acres,

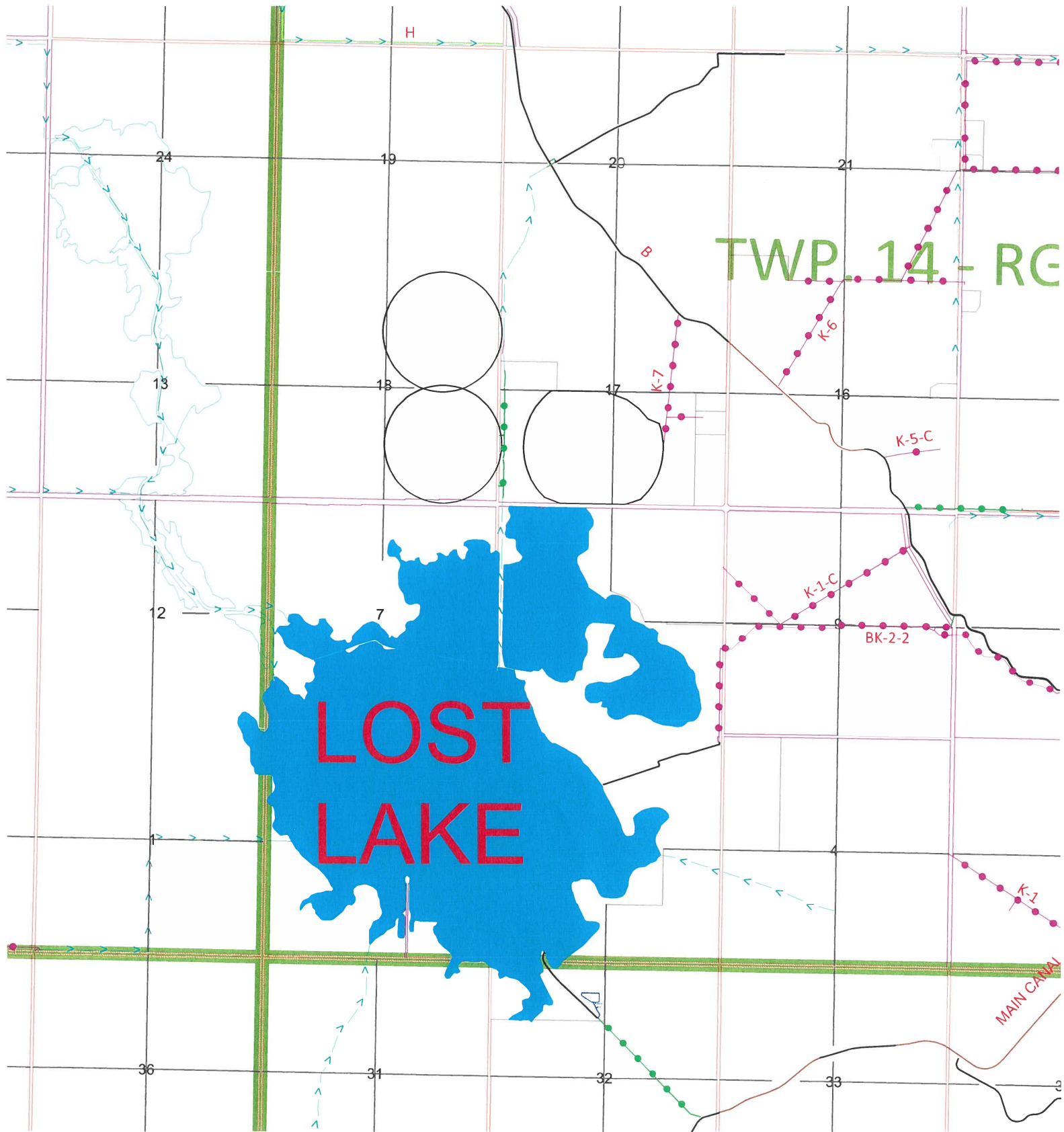
*This parcel has an additional 40 +/- acres which may be cultivated/irrigated with the lessee supplying the irrigation equipment. This portion of the parcel would be subject to board motion **21-05-113**, which has set lease rates for leases where the irrigator supplies the irrigation equipment. The complete lease auction package contains more information.*

These cultivation leases are **two-year** terms, **starting in 2025**.

The successful bidder(s) will be responsible for the power costs, land taxes, GST, and water rates (Annual Agreements) in addition to the annual rent for all the parcels. **Sub-leasing to non-BRID irrigators will be allowed.**

A non-refundable deposit of \$20 per acre plus GST is payable the day of the auction; this is applied to the first-year lease amount.

To obtain additional details, including copies of the lease agreement(s), crop rotation and chemical application history, and to register for the auction, please contact George Thiessen at 403-654-2111 or george.thiessen@brid.ca



TWO YEAR CULTIVATION LAND LEASE AGREEMENT

This agreement made in duplicate this _____ day of _____, 20 ____.

BETWEEN:

BOW RIVER IRRIGATION DISTRICT
of Box 140, Vauxhall, in the Province of Alberta
(hereinafter called the "Lessor")

AND

XXXXXXXXXXXXXXXXXXXX
of Box XXX, XXXXXXX, in the Province of Alberta
(hereinafter called the "Lessee")

WHEREAS the Lessor is the owner of certain estates in fee simple to be used at the present time for cultivation purposes, and

WHEREAS the Lessor is duly empowered under the Irrigation Districts Act of Alberta to enter into lease agreements, and

WHEREAS the Lessee is desirous to enter into an agreement with the Lessor providing for the lease of certain lands, more specifically described hereafter, and the establishment of the charges pertaining to the said lease,

NOW THEREFORE this agreement doth witness that the Lessee and the Lessor do **MUTUALLY AGREE AND COVENANT AS FOLLOWS:**

1. The Lessor agrees to lease those lands and acreages described herein as follows:

“LAND LOCATION” AS INDICATED IN RED ON THE ATTACHED SCHEDULE “A”

Irrigated Area = XXX acres

(hereinafter called the "said lands")

2. The Lessor agrees to lease to the Lessee the said lands, for the purposes of cultivation, for a four (4) year period commencing on **April 1st, 2025**, and terminating on **the earliest of the completion of harvest in 2026 or February 28, 2027**, with no option for renewal after the end of the term, and further the Lessee must harvest and remove all crops and vacate the said lands on or before the termination date.

TWO YEAR CULTIVATION LAND LEASE AGREEMENT

3. The Lessee agrees to pay the Lessor each year during the duration of this agreement the sum of:

----- **\$XXX.XX (XXXXXXXXXXXX Dollars and XXX Cents) per irrigated acre** -----

plus any water rates, applicable goods and services taxes and any applicable land taxes.

4. The Lessee agrees to pay to the Lessor at its offices no later than April 1st of each year of the duration of this agreement fifty percent (50%) of the per irrigated acre fee plus GST with the remaining per irrigated acre fee plus GST to be paid no later than October 31st. The balance of those fees listed in Section Three (3) shall be due as per normal Lessor billing practises.

5. The Lessee agrees to repair and keep all fences on the said lands and to repair immediately any damage caused by the Lessee's farming operation.

6. The Lessee agrees that he will at his own expense prepare the said lands and seed and harvest all crops.

7. That in regards to farming operations during the tenancy of this agreement, the Lessee and Lessor agree to the following:

- a) that potatoes, sugar beets, canola and beans may only be grown once every four years,
- b) that only one of canola, sugar beets or potatoes may be grown during the lease term,
- c) that no chemicals with over a one year residual will be applied to the said lands and that a log report (rates and dates) of all chemicals used and crops grown in any given year will be submitted to the Lessor on or before October 31st of that year,
- d) that if the said lands are to be sub-leased for any period, the Lessee must ensure that all conditions of the lease agreement are adhered to,
- e) that the Lessor will provide all major irrigation equipment on the said lands including pivots, mainline, pumps, etc. and that the Lessee will maintain all irrigation equipment and keep it in good repair providing up to five hundred dollars (\$500.00) multiplied by the number of towers per pivot per year in parts costs and contracted labour for repairs,
- f) that the Lessor, at its own cost, will perform an annual inspection and service on its irrigation equipment,
- g) that only the areas of the said lands that are potentially irrigable, as indicated in red on the attached Schedule "A", may be cultivated for crop and all other areas immediately adjacent may be used by the Lessee for turning, storage, etc. but the Lessee must control any weeds and tall grass by mowing,
- h) that grazing will be allowed on the said lands provided that the Lessee provides and maintains a suitable perimeter fence and water source,
- i) that the Lessee is solely responsible for all utility costs,
- j) that the Lessee will adhere to good farming practices in order to prevent soil erosion,
- k) that the Lessor will ensure that all mainline is drained of water at the end of each irrigation season,

TWO YEAR CULTIVATION LAND LEASE AGREEMENT

l) that the Lessee will ensure that the pivot and the pump is drained of water at the end of the irrigation season,

m) that the Lessor is not responsible for any crop loss due to any circumstances whatsoever.

8. The Lessee agrees to indemnify and save harmless the Lessor by way of liability insurance for the sum of TWO MILLION (\$2,000,000.00) DOLLARS of and from any and all manners of claims, damages, losses, costs, and charges whatsoever occasioned to, suffered by or imposed upon the Lessor or the Lessor's property and specifically irrigation equipment, whether it be directly or indirectly in respect of any matter or thing in consequence of or in connection with, or arriving out of the Lessee's occupancy or use of the said lands or out of any farming operation in connection therewith, or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same, but only if such claims, damages, loss, costs or charges aforesaid are caused by or arise out of the negligence of the Lessee or the Lessee's agents. The Lessee further agrees to produce for the inspection of the Lessor, when requested to do so, the policy of insurance and the receipt for the premium last paid.

9. The Lessee agrees to watch carefully for, and at Lessee's own expense, kill and destroy all noxious weeds or pests which may grow or exist upon the said lands during the term granted hereby, as required by the provisions of the "Noxious Weeds Act" and the "Agriculture Pests Act" of the Province of Alberta.

10. The Lessee agrees that during the term granted, should any of the goods or chattels of the Lessee be at any time seized or taken in execution or in attachment by any of the creditors of the Lessee, or if the Lessee shall make any assignment for the benefit of this creditors, or if becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or if any Writ of Execution shall issue against the goods or chattels of the said Lessee out of any Court in the Province of Alberta, then the current year's rental shall immediately become due and payable and the said term of the lease shall immediately become forfeited and void.

11. The Lessor hereby reserves:

a) the property in and right to the canals, reservoirs, irrigation works, etc. on the said lands.

b) the right to utilize and construct without making compensation therefore, any access road, or any access road in lieu of deviating from any road allowance.

c) all surface rights for the purposes of well drilling for oil or gas, laying pipelines and structures incidental thereto, the Lessee not being required by the Lessor to grant his consent for any of these purposes.

d) the right at any time to withdraw any part of the said lands required for the purposes of the Lessor's irrigation works.

e) the right to erect or place any structures on the said lands for the purposes of the Lessor's irrigation works.

f) the right to enter on the said lands with or without vehicles, machinery, and equipment for the purposes of the Lessor, and the Lessor shall not be liable for any loss, cost, damages or expenses which the Lessee may sustain or incur by reason of such public work unless the Lessee can prove that such damage occurred or was sustained as a result of negligence on the part of the Lessor.

TWO YEAR CULTIVATION LAND LEASE AGREEMENT

12. The Lessor hereby designates the Lessee as its agent for the purpose of preventing trespass upon the said lands by persons not having authority from the Lessor to enter upon and use the said lands.

13. The Lessee agrees to allow the Lessor and its officers, agents or employees, access to the said lands for the purposes of determining the compliance to the terms and conditions of this lease agreement.

14. It is agreed by the Lessee that if breach or default is made in any of the covenants herein contained by the Lessee, then and in every case this agreement shall be automatically and immediately terminated.

15. It is agreed by the Lessee that if at any time during the term of this agreement that the Lessee should no longer qualify as an "irrigator" as defined in the Irrigation Districts Act of Alberta, that this agreement shall automatically terminate as of December 31st of that same year.

16. This agreement is neither transferable nor assignable.

17. Time is of the essence in this agreement.

IN WITNESS WHEREOF the parties have here unto affixed their respective hands and seals, attested to by the hand of their proper officers, the day and year first above written.

LESSOR:

George Thiessen, Land Administrator
Bow River Irrigation District

LESSEE:

Witness

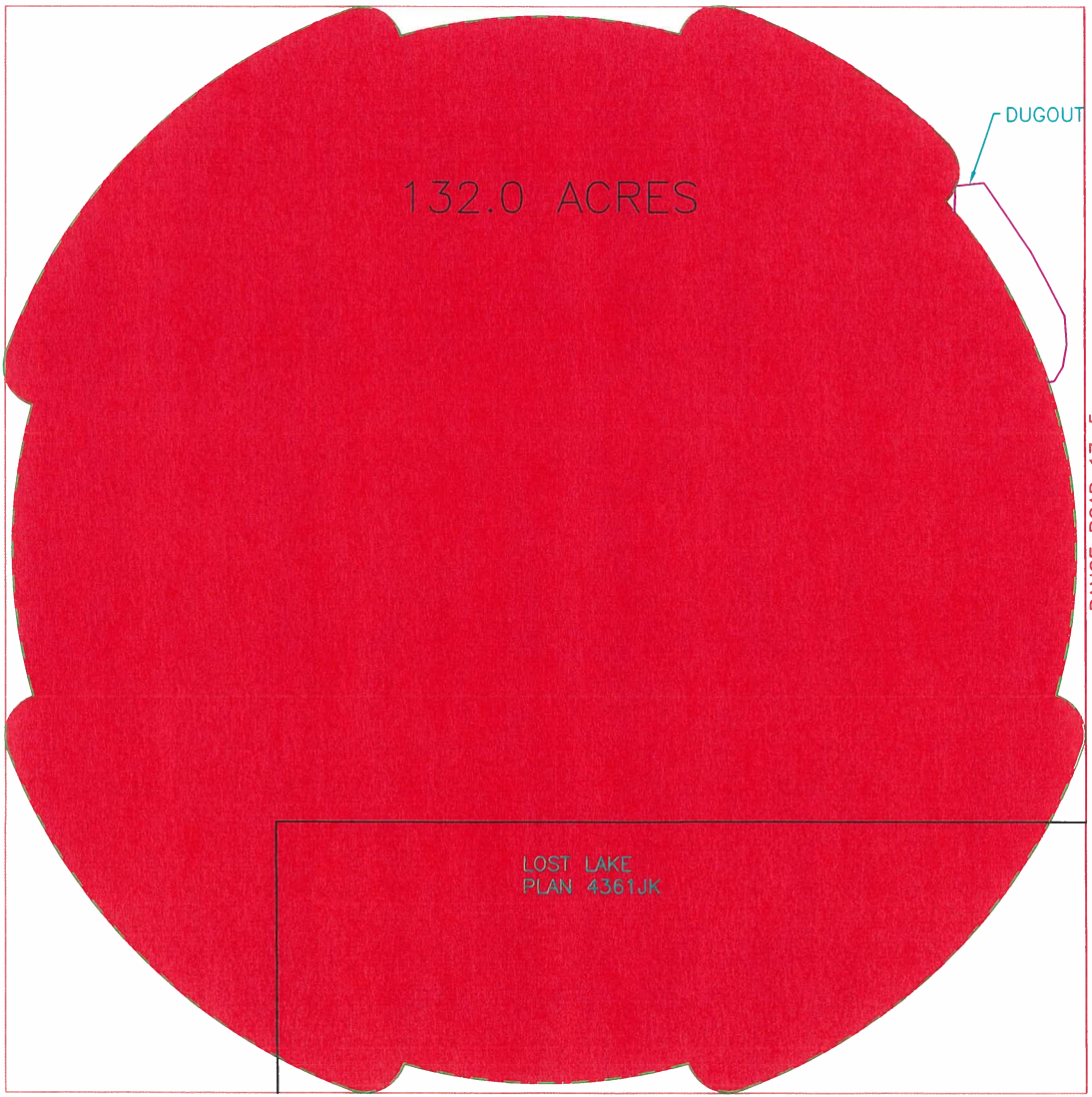
PER:

Witness

PER:

SCHEDULE A

N.E. 1/4 SEC. 18 TP. 14 RG. 17 W4M

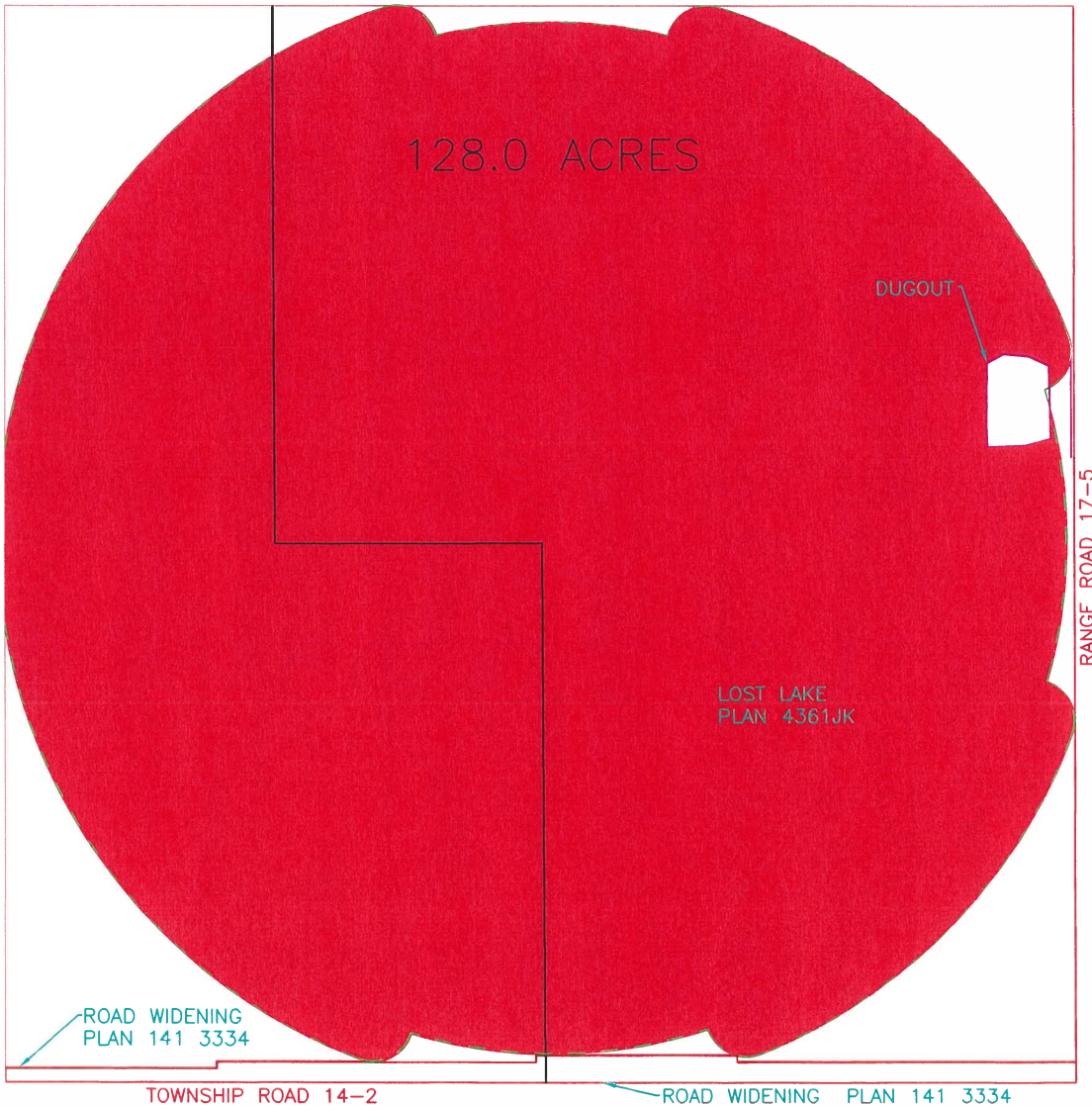


RANGE ROAD 17-5

LOST LAKE
PLAN 4361JK

SCHEDULE A

S.E. 1/4 SEC. 18 TP. 14 RG. 17 W4M



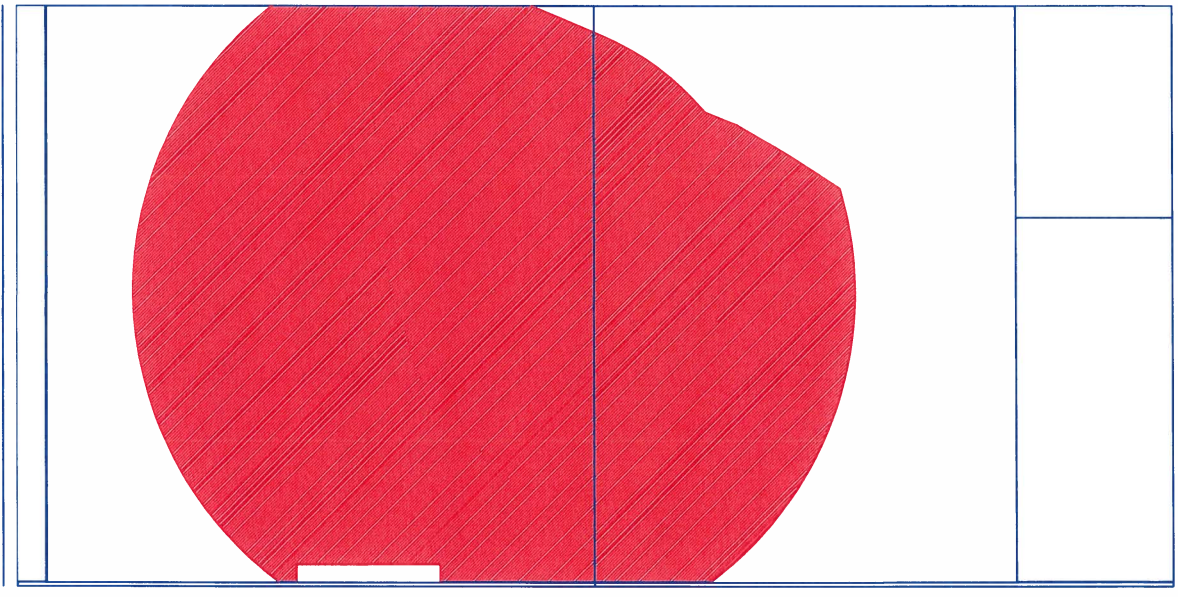
SCHEDULE A
CORNER ARM PIVOT

S. 1/2 SEC. 17 TP. 14 RG. 17 W4M

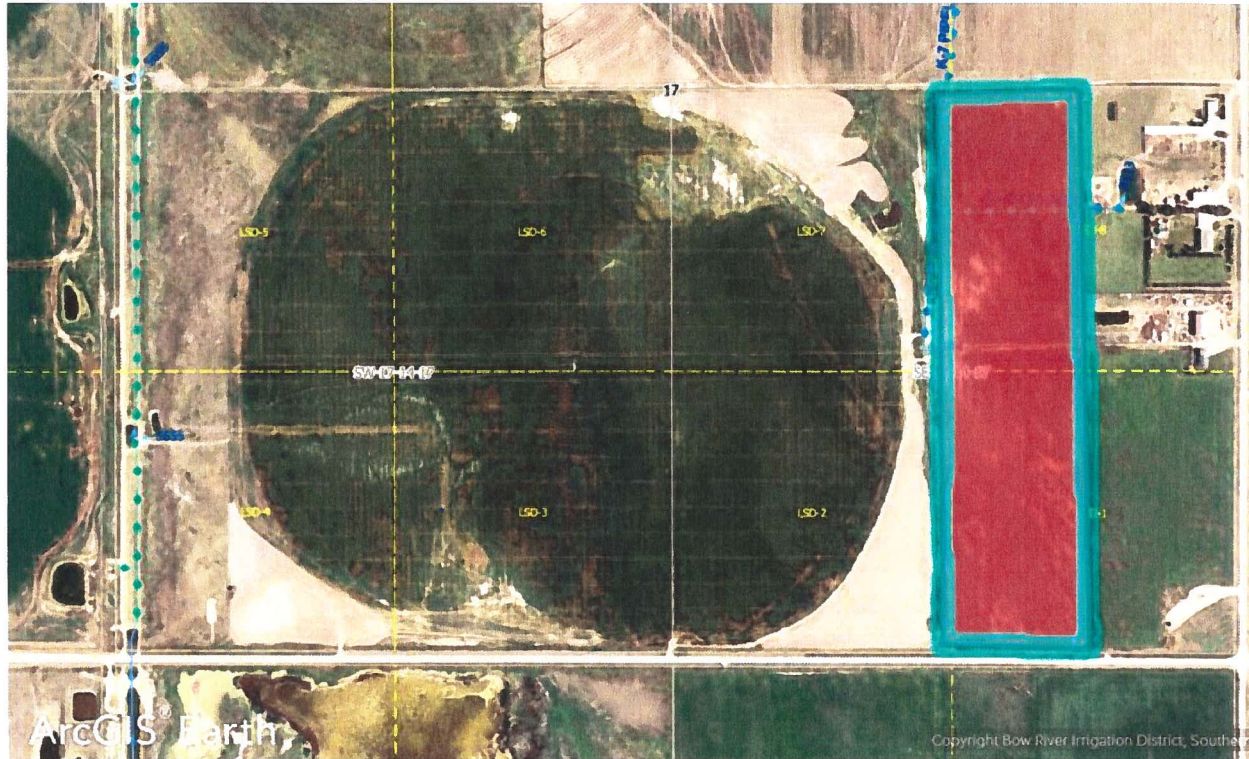


S.W. 1/4
113.2 ACRES

S.E. 1/4
51.8 ACRES



South ½-17-14-17-W4



An additional 40 acres +/- may be cultivated/irrigated as part of the lease for S ½ 17-14-17-W4. The lessee will have to supply all irrigation equipment for this portion of the lease should they choose to utilize these acres. The lease rate for this portion of the lease is determined by board motion.

“21-05-113 Moved by Vic Van Dyk that the board of directors approve of implementing a tiered system for cultivation lease rates, where \$150/acre is charged to irrigators who use their own acres and \$180/acre is charged to irrigators who use BRID’s acres.

BRID acres for this parcel would be Annual agreements.

This portion of the parcel may also be cultivated as dryland with no additional fees due.

Regardless of how this portion of the parcel is utilized the lessee must control any weeds.

Crop and Chemical Report

South ½ 17-14-17-W4

Year		Crop Grown	Chemicals Grown
2021		Corn/Sugar Beets	Roundup (twice)
2022		All: Spring Wheat	Traxos 2, Occtane, Axial
2023		West: Dry Beans Middle: Sugar Beets East: Dry Beans	Roundup, Solo, Viper, Basagran, Edge, Occtane, Axial
2024		West: Sugar Beets Middle: Dry Beans East: Barley	Roundup, Solo, Viper, Basagran, Edge, Occtane, Axial
			Taxes in 2024 - \$843.83

NE-18-14-17-W4

Year		Crop Grown	Chemicals Applied
2021		Corn Silage	Round-up, Cornerstone, Aatrex
2022		Barley Silage	Infinity, Quilt
2023		Corn Silage	Round-up, Cornerstone, Aatrex
2024		Barley Silage	Simplicity, Occtain, Round-up, Black Hawk
			Taxes in 2024 - \$579.37

SE-18-14-17-W4

Year		Crop Grown	Chemicals Applied
2021		Corn Silage	Round-up, Cornerstone, Aatrex
2022		Barley Silage	Infinity, Quilt
2023		Corn Silage	Round-up, Cornerstone, Aatrex
2024		Barley Silage	Simplicity, Occtain, Round-up, Black Hawk
			Taxes in 2024 - \$515.76

2025 CULTIVATION LEASE AUCTION
PRE-REGISTRATION FORM

IRRIGATOR'S NAME: _____

(please print)

(signature)

TELEPHONE NUMBER. _____

EMAIL ADDRESS. _____

NAME AND TELEPHONE NUMBER OF PROXY BIDDER (if applicable):

Please list ALL companies in which you have whole or partial ownership of irrigated parcels (for example: sole ownership, joint ownership with spouse or other; numbered or named company).

This form must be submitted to George Thiessen at the Bow River Irrigation District prior to 4:30 P.M. March 24, 2025. Forms can be mailed, dropped off in person, faxed to 403-654-4197 or emailed to: george.thiessen@brid.ca