

Auction

- **Thursday, August 13th, 2025, 2:00 p.m., at the EID Office in Brooks.**

Preregistration and Bid Packages

- Irrigators are required to preregister at the EID Office from July 6th through to August 7th, 2026.
- Proxy bidders may be designated.
- Irrigators that do not register before the auction will be denied bidding privileges.
- A bid package containing maps and pivot details of all the parcels is attached; information will also be available on the District's website. A sample agreement is also provided. It is highly recommended to review this document in order to fully understand the responsibilities of the Lessor (EID) and Lessee (Leaseholder).
- A deposit will not be required.
- Bidders, or proxy bidders, must register at the auction to receive their bid card.
- Only verified eligible irrigators will receive a bid card.

Eligibility

- Must own land within the EID with assessed irrigation acres.
- leaseholder may only lease up to a maximum of 640 acres of irrigated leases held with the EID.
- Must be in good standing with the EID

Auction Process

- Bidding will begin at 2:00 p.m. on Thursday, August 13th, 2026, at the EID Brooks office.
- **\$300/farmable acre minimum bid**
- Qualified bidders will receive a bid card when registering at the auction (please arrive early).
- A random process will be used to bid the irrigated parcels.
- All bids are final.
- Successful bidders may not turn back their newly acquired irrigated lease at any time during the auction process, or at any time prior to executing the applicable lease agreement.

Bid Payment and Annual Rent

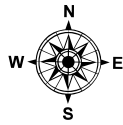
- 50% of the annual rental is due upon execution of the lease agreement.
- Deadline to sign the agreement is September 11th, 2026.

Lease Agreements

- Lease agreements are 5 years, are transferable to any eligible irrigator, and have no right of renewal upon expiry.

Pivot specs 2026

	Corner Arm	Corner Arm	Corner Arm	Corner Arm
	Reinke	Reinke	Reinke	Reinke
	NE 23-14-13	NW 23-14-13	NW 16-14-13	SW 21-14-13
Span	6 6 5/8 X180' 1 6 5/8 X160'	6 6 5/8 X180' 1 6 5/8 X160'	6 6 5/8 X180' 1 6 5/8 X160'	6 6 5/8 X180' 1 6 5/8 X160'
Pivot length	1242	1242	1242	1242
Corner arm & GPS	330	330	330	330
Total length	1573	1573	1573	1573
Tires/pivot	11.2 X 38 with tubes	11.2 X 38 with tubes	11.2 X 38 with tubes	11.2 X 38 with tubes
3rd tire on end tower	yes	yes	yes	yes
Tires/Corner	320/85R38 with Tubes	320/85R38 with Tubes	320/85R38 with Tubes	320/85R38 with Tubes
Sprinklers	1 wob	1 wob	1 wob	1 wob
Regulators	10 psi	10 psi	10 psi	10 psi
Capacity gpm	1200 15 psi end pressure	1200 15 psi end pressure	1200 15 psi end pressure	1200 15 psi end pressure
End gun	Nelson SR-100	Nelson SR-100	Nelson SR-100	Nelson SR-100
2nd end gun	R55	R55	R55	R55
Booster	2 hp	2 hp	2 hp	2 hp
Flush valve	yes	yes	yes	yes
Panel	Advanced plus	Advanced plus	Advanced plus	Advanced plus
Subscription	1 year	1 year	1 year	1 year
Shutdown	Low temp/low pressure	Low temp/low pressure	Low temp/low pressure	Low temp/low pressure
Auto restart	yes	yes	yes	yes
Auto shutdown	yes	yes	yes	yes
End gun settings	multiple	multiple	multiple	multiple
Lights	Yes	Yes	Yes	Yes
Lightning arrestor	yes	yes	yes	yes
Electric valve	yes	yes	yes	yes
Clemens Filter	yes	yes	yes	yes
Pump/Motor -Cornell	5RB, 50 hp	5RB, 50 hp	5RB, 50 hp	5RB, 50 hp
Mainline	12"	12"	12"	12"
Standard Warranty	2 year	2 year	2 year	2 year
V ring	25 year	25 year	25 year	25 year
Corrosion	20 year	20 year	20 year	20 year
Gear Box	10 year or 16,000 hours	10 year or 16,000 hours	10 year or 16,000 hours	10 year or 16,000 hours
Center Drive	8 year or 8,000 hours	8 year or 8,000 hours	8 year or 8,000 hours	8 year or 8,000 hours
Panel Box	5 year	5 year	5 year	5 year



SW 1/4 Sect. 21 Twp. 14 Rge. 13 W4M

<http://www.eid.ca>
email: eid@eid.ca

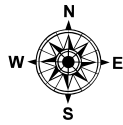
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NW 1/4 Sect. 16 Twp. 14 Rge. 13 W4M

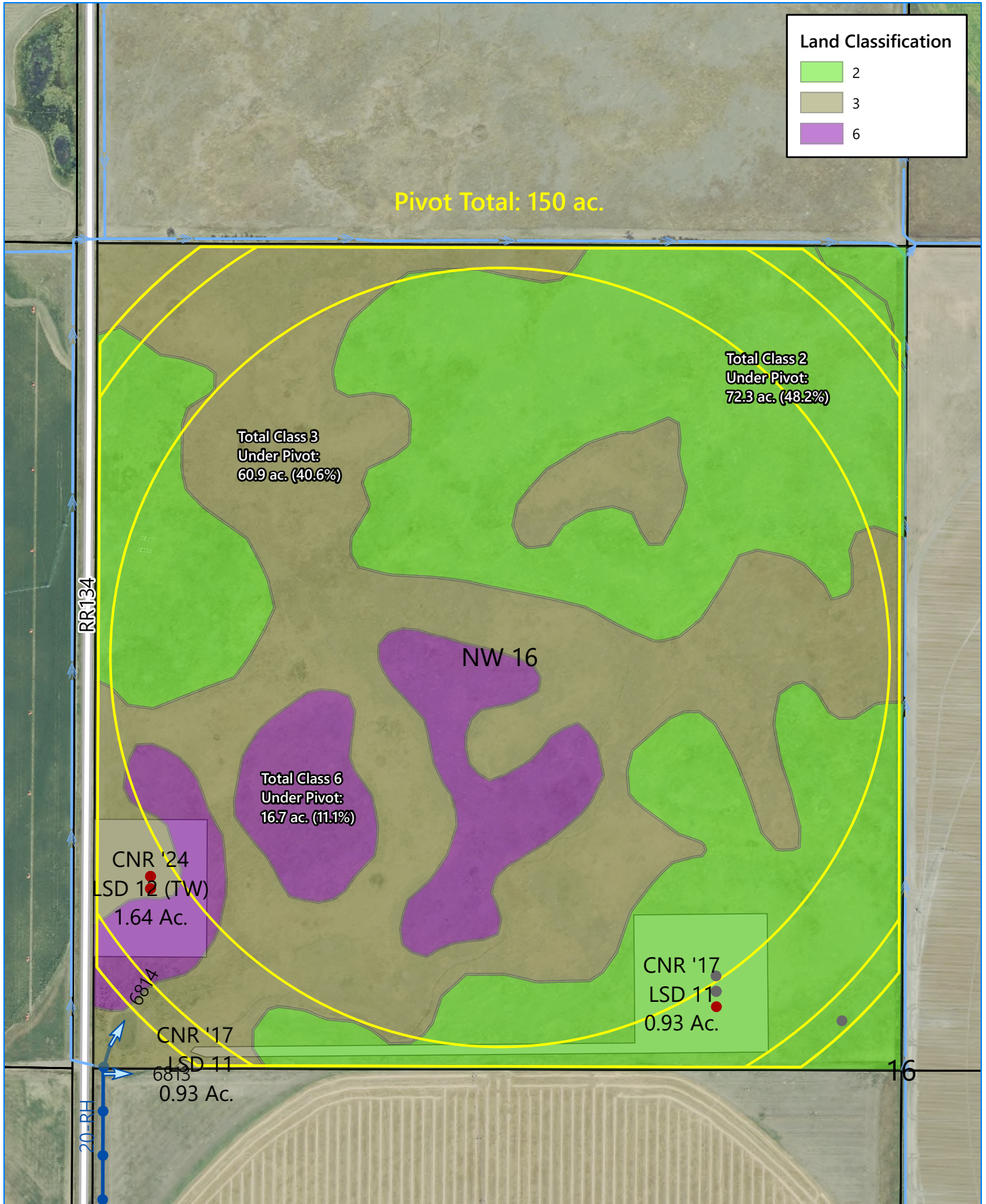
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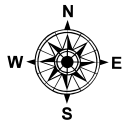
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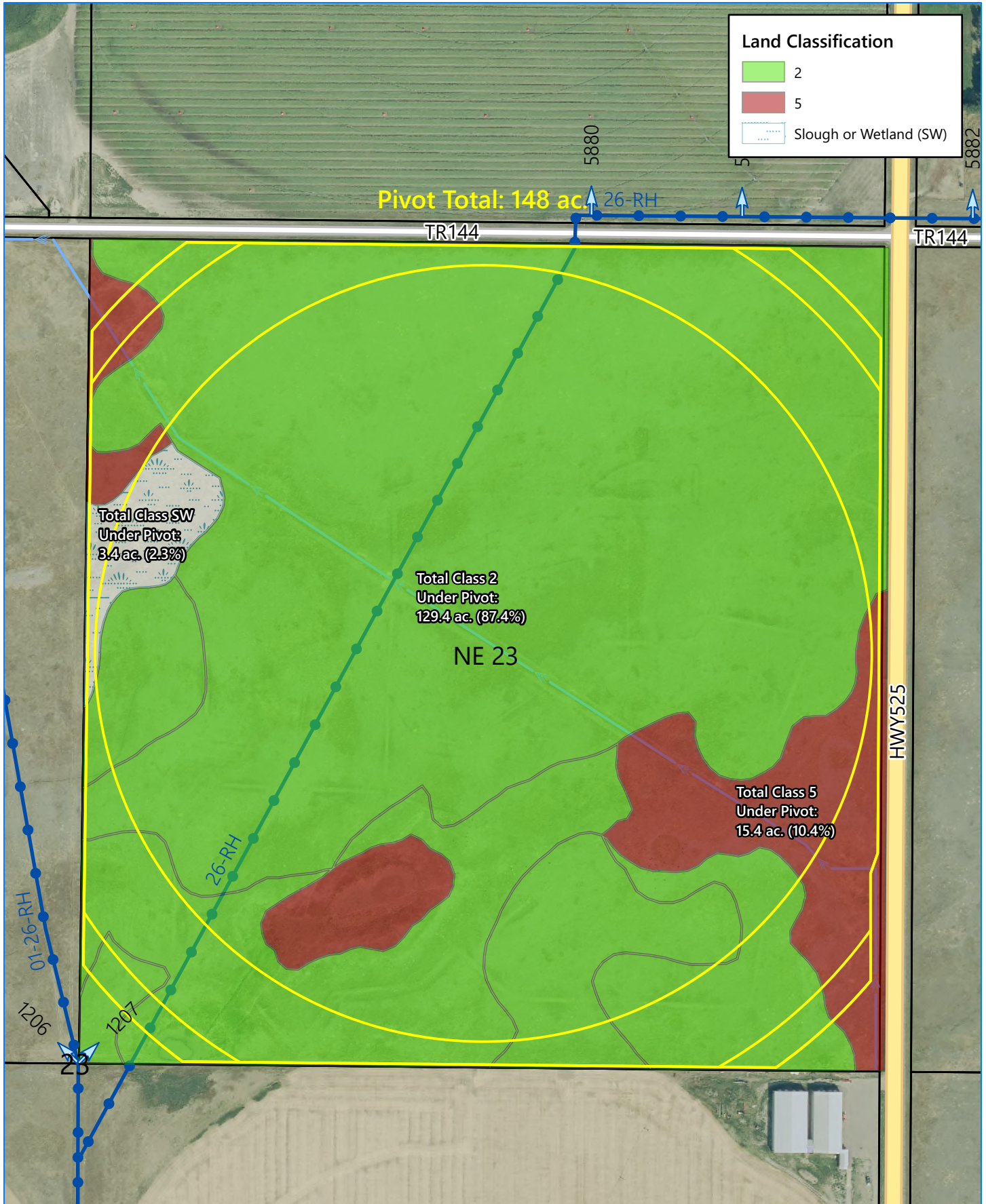
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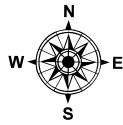
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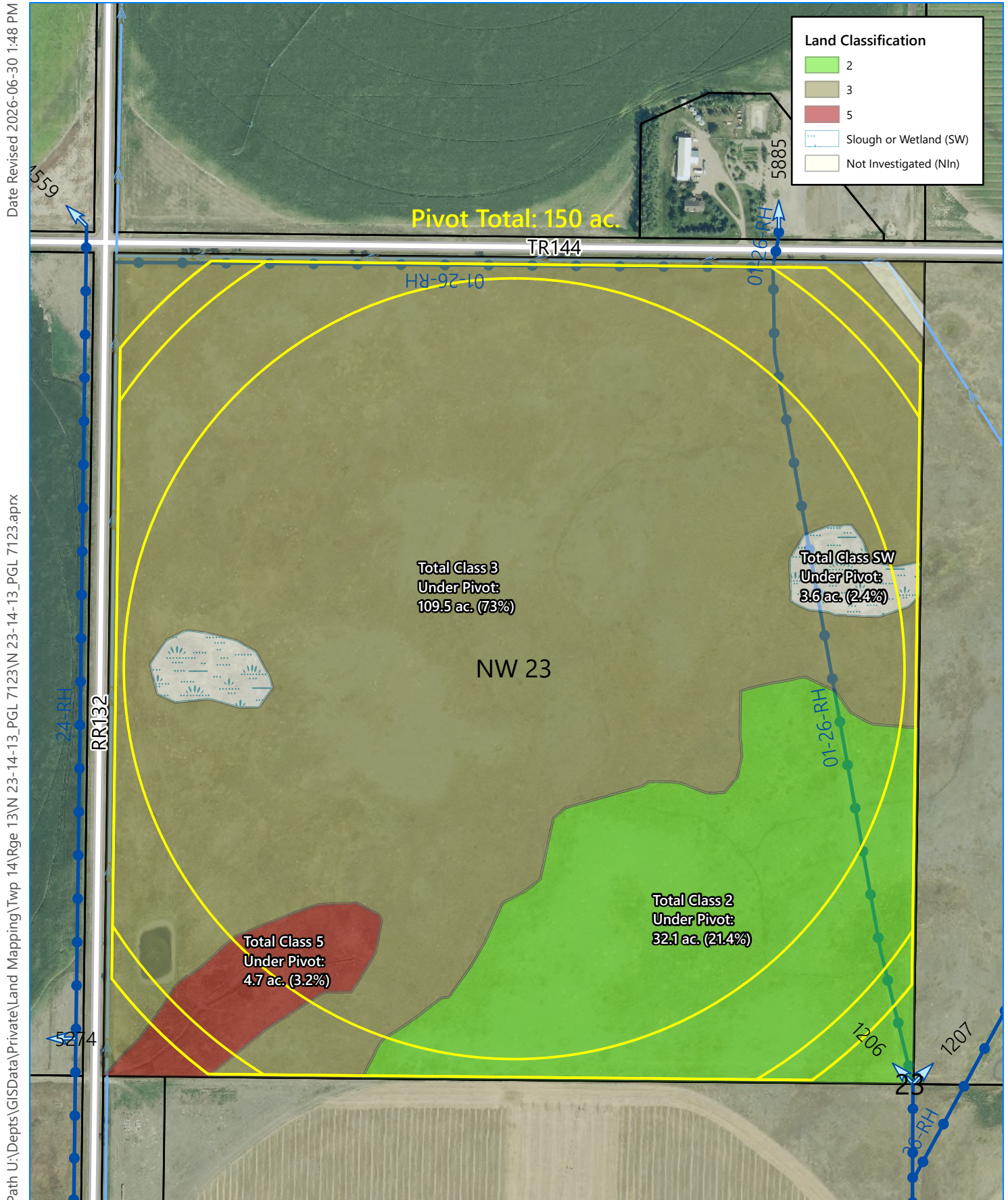


NW 1/4 Sect. 23 Twp. 14 Rge. 13 W4M

<http://www.eid.ca>
email: eid@eid.ca

1 mm equals 5 meters
Scale: 1:5,000

IL# 8486





IRRIGATED LEASE # _____

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

EASTERN IRRIGATION DISTRICT, of the City of Brooks, in the Province
of Alberta

(hereinafter referred to as "the Lessor")

OF THE FIRST PART

- and -

_____, of _____,
in the Province of Alberta, T1R 1B2

(hereinafter referred to as "the Lessee")

OF THE SECOND PART

WHEREAS the Lessor is the registered owner, of an estate in fee simple, subject however, to the encumbrances, liens and interests contained in the existing Certificate of Title or notified by memorandum underwritten or endorsed thereon, of and in the surface rights in that certain parcel or tract of land situated, lying and being in the Province of Alberta and described as follows:

_____ acres more or less

(hereinafter referred to as "the Lands")

AND WHEREAS the Lands contain (?) acres that are assessed on the Eastern Irrigation District's assessment roll as irrigation acres (the "Farmable Acres") plus (?) acres that are not assessed as irrigable acres (the "Dry Acres");

AND WHEREAS the area of the Farmable Acres is as outlined in white on the map attached as Schedule "A";

AND WHEREAS Lessee desires to lease the Lands from the Lessor for the purposes of irrigated agriculture and grazing purposes;

AND WHEREAS the Lessor is willing to lease the Lands to the Lessee for the purposes of irrigated agriculture and grazing purposes;

NOW THEREFORE in consideration of the terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the Lessor and the Lessee agree as follows:

1. GRANT, TERM and RENTAL

- a) The Lessor does hereby grant a lease of the Lands to the Lessee to be held by the Lessee as tenant for the purposes of irrigated agriculture and grazing subject to the terms and conditions provided herein to be held by the Lessee for a term commencing on the ____ day of _____ 2026 to and including the 31st day of December 2031 (the "term").

- b) The Lessee shall pay the Lessor, at the office of the Lessor, the annual rent as determined herein (the "**annual rent**"), for each calendar year during the term of this Lease, payable as follows:
 - (i) For the 2027 year, fifty percent (50%) of the annual rent concurrent with execution of this Lease by the Lessee and fifty percent (50%) of the annual rent on or before November 1, 2027; and
 - (ii) For each year from and including 2028 to and including 2031, fifty percent (50%) of the annual rent on or before the 1st day of April and fifty percent (50%) of the annual rent on or before the 1st day of November of such year.

2. THE LESSOR covenants and agrees to and with the Lessee:

- a) Subject to reimbursement from the Lessee, to initially pay and satisfy all taxes and assessments that may be levied or assessed against the Lands during the continuance of this Lease.
- b) To provide and install all major irrigation equipment on the Lands, including a pivot, corner arm, mainline, pump, motor and related electrical components (collectively, the "**Irrigation Works**").
- c) To install electrical infrastructure to the Lands at a location determined by the Lessor in order for power to be supplied for the Irrigation Works.
- d) To perform inspections of the Irrigation Works and complete any servicing of the Irrigation Works which Lessor deems necessary at the end of each irrigation season, at the sole cost and expense of the Lessee.
- e) So long as the Lessee is not in breach of any of its obligations under this Lease, Lessee may peaceably and quietly enjoy the Lands during the term of the Lease.

3. THE LESSEE covenants and agrees to and with the Lessor:

- a) Lessee owns lands with irrigation acres assessed as such on the Eastern Irrigation District's assessment roll.
- b) including this Lease, the total sum of all irrigated acres leased by the Lessee from the Lessor under all lease agreements with the Lessor does not exceed 640 acres.
- c) To pay the annual rent on the dates and in the manner provided herein.
- d) To reimburse the Lessor for all taxes and assessments that may be assessed or levied against the Lands during the continuance of this Lease within thirty (30) days following receipt of an invoice for such amounts from the Lessor.
- e) To pay the Lessor all irrigation rates and charges that may be assessed or levied against the Lands within thirty (30) days following receipt of an invoice for such rates and charges from the Lessor.
- f) To contract for power at Lessee's sole cost and expense with a third party power provider and pay when due all charges, fees, levies and assessments for any electricity and all other required utilities (the "**Utilities**") relating to the operation of the Irrigation Works.
- g) Subject to clause 10, to maintain, repair and keep in good working order at Lessee's sole cost and expense the Irrigation Works.

- h) To promptly notify the Lessor of any damage to the Irrigation Works or if the Irrigation Works require any repairs or servicing.
- i) To ensure the pivot, pump and mainline comprising the Irrigation Works are drained and winterized each year and prior to freeze-up.
- j) To adhere to any Lessor's instructions and directions arising from annual inspections conducted on the Irrigation Works.
- k) To reimburse the Lessor for any costs and expenses incurred by the Lessor arising from any annual servicing inspections and servicing of the Irrigation Works within thirty (30) days following receipt of an invoice for such amounts from the Lessor.
- l) To ensure that only the Farmable Acres comprising the Lands are broken, ploughed, cultivated, seeded, irrigated and farmed.
- m) To use the Farmable Acres only for the purposes of irrigated agriculture and grazing livestock thereon.
- n) To adhere to good farming practices to prevent soil erosion.
- o) Not to plough, break or cultivate any of the Dry Acres.
- p) To pay to the Lessor the applicable Goods and Services Tax ("**GST**") at the same time and place as any other payments due under this Lease.
- q) Not to apply any chemicals to the Lands which have over a one year residual effect to the Lands.
- r) To provide the Lessor with a log report on or before November 1 of each year of the term documenting chemical rates and application dates of all chemicals applied to the Lands during that year.
- s) Not cause or permit the Lands or any part thereof to be grazed in such manner or to such extent as to impair the normal reproduction of the vegetation thereon.
- t) Where the Lessor provides a written notice to the Lessee signed by the Lessor's Land Supervisor indicating that the Lands are subject to excessive erosion, to take all necessary steps to the satisfaction of the Lessor to prevent further erosion.
- u) Except in accordance with the terms of this Lease, not to transfer this Lease.
- v) To kill and destroy noxious weeds now growing or which may grow upon the Lands.
- w) To comply with the provisions of the *Environmental Protection and Enhancement Act, Alberta*.
- x) To comply with all applicable laws relating to the control of livestock, contagious diseases, and agricultural pests insofar as the same apply to the Lands.
- y) If the Lessee grazes livestock on the Lands, to install and maintain any fences around the Lands at the sole cost and expense of the Lessee and in accordance with the Lessor's standards, to contain any livestock pastured thereon and to comply with the provisions of the *Stray Animals Act, Alberta*.
- z) Not to reside upon the Lands nor place or erect thereon or bring thereto any buildings, other than temporary shelters for agricultural use.
- aa) To harvest and remove all crops and vacate the Lands prior to the end of the term.

- bb) To abide by the terms, conditions and provisions of the Lessor's rules, regulations, policies, and bylaws relating to all matters concerning irrigation.
- cc) To indemnify and save harmless the Lessor and its directors, employees, contractors and agents from and against all actions, proceedings, claims, demands, charges, losses, costs, damages, or expenses (including legal costs on a solicitor and own client basis) whatsoever, suffered by the Lessor and its directors, employees, contractors and agents or to Lessor's Lands and property, either directly or indirectly, in respect of any matter or thing arising from damage to the Irrigation Works, the Lessee's or any Third Party's use of the Lands or out of any operations in connection with the Lands, excepting any actions, proceedings, claims, demands, charges, losses, costs, damages or expenses directly caused by the gross negligence or willful misconduct of the Lessor. For the purposes of this Lease, a **"Third Party"** means any Person other than the Lessor and the Lessee; and a **"Person"** includes an individual, a partnership (limited or general), a corporation, a trust, a joint venture, an unincorporated organization, a society, a governmental authority and the heirs, executors, administrators, or other legal representatives of an individual.
- dd) To take out, maintain and pay for the following minimum insurance coverage, in forms acceptable to the Lessor:
 - (i) General liability insurance in an amount not less than \$2,000,000 per occurrence, which insurance shall (i) include coverage for all risks and losses, including injury, damage to property, and death, (ii) name the Lessor as an additional insured; and (iii) require the insurer to provide no less than 30 days written notice to the Lessor prior to any cancellation of such insurance policy; and
 - (ii) Comprehensive Automobile liability insurance on all vehicles owned, operated or licensed in the Lessee's name, with limits of not less than \$2,000,000 per occurrence;

and provide the Lessor a certificate of insurance confirming such insurance is in place prior to accessing the Lands, and upon the Lessor's request from time to time.
- ee) To comply with any additional terms and conditions contained in Schedule "B" attached hereto.

4. The parties agree that the annual rent during the term of this Lease shall be determined by the Lessor as follows:

- a) The annual rent payable for each calendar year during the term of this Lease shall be **[X? dollars (\$?)]** per Farmable Acre multiplied by the number of Farmable Acres shown on Schedule "A". **[NTD: Dollar amount = successful \$ bid/Farmable acre at 2024 Auction]**

5. a) Upon the occurrence of any of the events of default by Lessee enumerated in Clause 5(b), Lessor shall have all rights and remedies available hereunder or at law or in equity, all of which rights and remedies shall be cumulative, including the right to terminate this Lease upon written notice to the Lessee.

- b) The following shall constitute events of default by Lessee under this Lease:
 - i) the failure by the Lessee to pay any rent or any other payment required hereunder within thirty (30) days of receipt of written notice of default from the Lessor;
 - ii) if the Lessee does not own lands with Eastern Irrigation District assessed irrigation acres;

- iii) if the Lessee exceeds the restriction as set out in clause 3(b);
 - iv) if the Lessee's goods and chattels shall be subject to any form of distress;
 - v) the failure by the Lessee to maintain the insurance coverage as required by clause 3(dd);
 - vi) the failure by the Lessee to maintain, repair and keep in good working condition the Irrigation Works in accordance with the provisions of this Lease;
 - vii) if the Lessee is not in good standing. For the purposes of this Lease, "**not in good standing**" shall mean being in arrears with the Eastern Irrigation District; breaching or being in breach of a contract or agreement with the Eastern Irrigation District; being involved in a frivolous or nuisance lawsuit with the Eastern Irrigation District;
 - viii) if the Lessee becomes bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or is unable to pay its debts as they become due, or if a receiver, liquidator, official or interim receiver is appointed with respect to its property or part of its property, or commits an act of bankruptcy;
 - ix) any breach or failure of the Lessee to observe or perform any of its other obligations or conditions under this Lease and which are not otherwise described in clause 5(b), and the failure of the Lessee to cure such breach or failure within thirty (30) days of receipt of written notice of default from the Lessor unless the default cannot reasonably be cured within thirty (30) days and the Lessee has commenced and diligently pursued to correct such breach or failure, then the Lessee shall have such additional period of time as may reasonably be required to cure such breach or default but not exceeding ninety (90) days following receipt of the first notice thereof from the Lessor.
- c) In addition to any other right or remedy which it may have hereunder or at law or in equity, the Lessor may:
- i) set-off against any outstanding amounts payable to the Lessee from the Lessor hereunder or under any other agreement then in effect between them; or
 - ii) maintain actions against the Lessee for such outstanding amounts and interest thereon on a continuing basis, as if those payment obligations were liquidated damages payable on the date they were due to be paid.
6. a) The Lessee does hereby irrevocably constitute and appoint the Lessor as its agent and attorney for and on behalf of the Lessee to conduct negotiations with any "operator" (as defined in the *Surface Rights Act, Alberta*) and to enter into any agreement, settlement or compromise in respect of such operator's right of entry, use and taking of the surface of the Lands or any part thereof pursuant to the provisions of the *Surface Rights Act, Alberta*, and to appear at any hearing, application or proceeding before the Surface Rights Board or otherwise under the said Act on behalf of the Lessee and to do, perform and execute for the Lessee and on the Lessee's behalf all acts, things and deeds necessary or incidental to any request or application by any person for right of entry with respect to the Lands which the Lessee as occupant or otherwise might have done; and the Lessee does further wholly assign, transfer, surrender and set over to the Lessor any right, title and interest which the Lessee has, may have or may hereafter have whether as occupant or otherwise to any monies payable for compensation and entry fee in respect of any said right of entry, use or taking of the Lands by an operator whether as a result of an agreement, settlement or compromise or as compensation awarded by the Surface Rights Board or a Court of competent jurisdiction, for any or in respect of any such entry, user or taking and the Lessor shall be subrogated to the Lessee in respect to the right of

the Lessee as occupant under the said Act, provided however, that nothing herein contained shall apply to any right which the Lessee may have with respect to loss, injury or damage to any livestock pastured on the Lands or to any authorized improvements belonging to the Lessee thereon.

- b) The Lessor is further authorized as the agent of the Lessee to permit seismic operations on the Lands provided that the Lessee shall be given written notice of the commencement of such operations by regular mail.
 - c) The Lessor shall be entitled to retain any funds paid by the party conducting seismic operations on the Lands.
 - d) Should the Lessor enter into agreements to allow for the drilling of a well or wells on the Lands and should the Lessee approve of drilling waste disposal from the well or wells being sprayed on the Lands, then subject to the Lessor's Guidelines and Requirements for Landspraying While Drilling (LWD), the Lessee may enter into an agreement with the oil company to allow such disposal. Only drilling waste disposal from wells drilled on the Lands may be land sprayed on the Lands. Compensation for the landspraying agreement shall be at the current rate as established by the Lessor and may be paid directly by the oil company to the Lessee.
 - e) The Lessor and Lessee may agree to allow water to be removed from a constructed refillable water source on the Lands for the purpose of oil and gas drilling. In such case, the portion of fees attributed to access under the Lessor's standard area development and operation agreement shall be shared on a 50/50 basis between the Lessor and Lessee. The Lessor shall be responsible for the collection of such fees and will pay the Lessee its share.
- 7. The Lessor, its employees, contractors, and agents may enter upon the Lands, with vehicles and equipment during the term of the Lease for the purpose of constructing, repairing, maintaining, relocating, or abandoning any Irrigation Works.
 - 8. The Lessor, its agents and employees may enter upon the Lands at any time, with or without vehicles, to inspect the condition of the Lands and Lessee's compliance with this Lease.
 - 9. The Lessee acknowledges and agrees that should the Lessee be permitted to install and construct any fencing on any of the Lands after obtaining the Lessor's prior written consent, upon the expiration or termination of this Lease the fencing is not to be removed from the Lands by the Lessee, the Lessee unconditionally conveys to the Lessor at no additional charge and expense the fencing, and the Lessee relinquishes any right, title and interest it has to such fencing.
 - 10. Only qualified contractors as pre-approved in writing by the Lessor shall perform any maintenance, servicing and repair work to the Irrigation Works.
 - 11. Under no circumstances shall the Lessor be liable for any costs, expenses, damages or losses whatsoever suffered by the Lessee as a result of any maintenance, servicing or repair work having to be performed on the Irrigation Works, unless such maintenance, servicing or repair work is directly caused by the gross negligence or willful misconduct of the Lessor.
 - 12. Notwithstanding any payments required to be made by the Lessee herein, ownership of the Irrigation Works shall at all times remain with the Lessor.
 - 13. Annual rent payments payable under this Lease are exclusive of all Utilities charges that are payable by the Lessee. Under no circumstances shall the annual rent payments or any other payments owing to the Lessor abate, nor shall the Lessor be liable for any costs, expenses, damages or losses whatsoever suffered by the Lessor arising from any interruption of Utilities services to the Lands, unless such interruption is directly caused by the gross negligence or willful misconduct of the Lessor.

14. The Lessee may not transfer this Lease without first obtaining the prior written consent from the Lessor, which consent may not be unreasonably withheld. It will be reasonable for the Lessor to withhold its consent to any transfer for any of the following reasons:
- a) if the proposed transferee does not satisfy the requirements as set out in clause 3(a);
 - b) if the proposed transferee does not satisfy the requirements as set out in clause 3(b);
 - c) if the proposed transferee is not in good standing;
 - d) if the Lessee and the proposed transferee do not execute a form of assignment and novation agreement provided by the Lessor whereby the transferee agrees to be bound by all of the terms and provisions hereof commencing the effective date of the transfer.
15. The Lessee may sublease the leased Lands without the prior written consent of the Lessor provided that the sublessee agrees with Lessor to adhere to the terms and conditions as contained in this Lease and the term of the sublease is for a period no longer than the term of this Lease, less one day. Additionally, the Lessee shall indemnify and save harmless the Lessor and its directors, employees, contractors and agents from and against all actions, proceedings, claims, demands, charges, losses, costs, damages, or expenses (including legal costs on a solicitor and own client basis) whatsoever, suffered by the Lessor and its directors, employees, contractors and agents or to the Lessor's Lands and property, either directly or indirectly, in respect of any matter or thing arising from damage to the Irrigation Works by the sublessee, the sublessee's use of the Lands or out of any operations of sublessee in connection with the Lands.
16. If any amount due hereunder is not paid by the due date, the Lessee agrees to pay interest on the overdue amount at the rate of one (1) per cent per month compounded monthly (12.67% per annum) (the "**Interest Rate**") such interest to be payable as and from the date the payment was due to and including the date that the payment is made.
17. No waiver on behalf of the Lessor of any breach of any of the conditions or agreements herein contained shall be made or be binding on it unless the same be expressed in writing and any waiver so expressed shall extend and apply only to the particular breach so waived and shall not limit or affect its rights in respect of any other or future breach.
18. Holding over by the Lessee, or any sublessee, after the termination or expiration of this Lease shall not constitute a renewal or extension thereof or give the Lessee, or any sublessee, any rights hereunder or in or to the Lands.
19. All obligations of the Lessee not fully performed as of the expiration or earlier termination of the term of this Lease shall survive such expiration or earlier termination. Obligations to indemnify shall also survive the expiry or earlier termination of this Lease.
20. Any notice or consent including any invoice, statement or request or other communication herein required or permitted to be given by either party to the other shall be in writing and shall be delivered by hand or sent by regular mail (except during a postal disruption or threatened postal disruption) to the applicable address set forth below:
- a) in the case of the Lessor to:

Eastern Irrigation District
P.O. Box 128
Brooks, Alberta
T1R 1B2
 - b) in the case of the Lessee to:

Any notice delivered by hand shall be deemed to have been validly and effectively given on the day of such delivery if delivered before 5:00 p.m. on a Lessor business day or on the next Lessor business day if delivered on a non-Lessor business day or after 5:00 p.m. on the previous Lessor business day. Any notice sent by mail (except during a postal disruption or threatened postal disruption) shall be deemed to have been validly and effectively given on the third Lessor business day following the date of mailing.

Either party may from time to time by notice to the other party change its address for service hereunder.

- 21. Time is of the essence herein.
- 22. All amounts payable by the Lessee to the Lessor pursuant to this Lease are exclusive of any GST and Lessee will, in addition to any amounts payable, pay the Lessor all amounts of GST applicable thereon. All amounts due or paid by either party hereunder shall be paid in legal currency of Canada.
- 23. This Lease shall be interpreted, governed by and construed under the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties agree to accept and submit to the exclusive jurisdiction of the courts of the Province of Alberta.
- 24. Unless explicitly indicated otherwise, any reference in this Lease to a "clause" or "Schedule", refers to a clause or Schedule of this Lease. The terms "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Lease and any Schedules to this Lease taken as a whole and not to any particular clause of this Lease, and include any agreement or instrument which amends, modifies, or is supplementary to this Lease. Headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.
- 25. Any reference in this Lease to a specific statute includes any applicable replacement, amendment or supplemental legislation, and any applicable regulations. Any reference in this Lease to a Lessor policy includes any applicable replacement or amendment thereto.
- 26. If any term, covenant or condition of this Lease or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.
- 27. It is agreed between the parties that the terms "Lessor" and "Lessee" as herein used shall include the feminine and plural or body corporate where required by the context and shall also include the executors, administrators, and permitted assigns.

IN WITNESS WHEREOF the Lessor has caused its corporate seal to be affixed, attested to by the signature of its proper officer and the Lessee has hereunto affixed its hand and seal the day and year first above written.

EASTERN IRRIGATION DISTRICT

Per:_____

Signed by the Lessee in the

Presence of:

Witness

(Lessee)

Witness

(Lessee)



Schedule 'A'

SAMPLE



Schedule 'B'

1. Potatoes shall only be grown once during the term.
2. Beans shall only be grown once during the term.
3. Canola shall only be grown once during the term.
4. Sugar beets shall only be grown once during the term.

SAMPLE