

TENDER for 219 Acres of Farmland for 5 Year Lease

Northwest of Saskatoon – R.M. of Corman Park

INSTRUCTIONS TO BIDDERS

Tenders can be emailed to land@saskatoon.ca or dropped off at Saskatoon Land, 201 Third Avenue North, Saskatoon, SK S7K 2H7, and noted on the email or envelope “**Tender for 219 Acres of Farmland for 5 Year Lease**” and will be received until 4:00 p.m. SK Time, on **Thursday, October 29, 2020**, for the following property:

<u>Legal Description</u>	<u>ISC Area</u>
LSD 3 6-38-5 W3	39.83 acres
LSD 4 6-38-5 W3	39.85 acres
LSD 5 6-38-5 W3	29.88 acres
LSD 6 6-38-5 W3	39.89 acres
LSD 11 6-38-5 W3	39.95 acres
LSD 12 6-38-5 W3	29.91 acres

Total Area of 219.31 acres collectively the “Land”

Documents that are attached to, and form part of this Tender:

1. **Drawing showing 219ac on 6-38-5 W3** which provide a visual of the Land
2. **Location of Land on the R.M. of Corman Park Map**
3. **Example of 5 Year Lease Agreement** that would be signed by the successful bidder
4. **SAMA Property Report Cards** for the Land

The successful bidder will be responsible for all costs associated with improving the Land to a state suitable for crop production or pasture use. .

The successful bidder must enter into a 5 year lease agreement for the Land with the City within 14 days of the award of the tender. An example of the 5 year lease agreement that would be entered into is attached.

Bidders are to make themselves familiar with the Land and its condition. To arrange a site inspections or to have questions answered, please call Scott McCaig at 306.370.9397.

All bids become the property of the City of Saskatoon until such time as the tender is either awarded or rejected.

Multiple and conditional bids will not be accepted. The highest or any bid will not necessarily be accepted.

Bidders who are either a Councillor or Official an elected official, employee of with the City of Saskatoon, or the spouse or significantly other of an elected official or employee of the City of Saskatoon, must acknowledge and identify their relationship with the City they are employed by the Municipality on the front of the sealed tender.

BID FORM for Tender of 219 Acres of Farmland for 5 Year Lease

Please note the successful bidder is responsible for all costs associated with improving the Land to a state suitable for crop production or pasture use—ensure your Bid amount reflects this.

Please use this form and fill in the annual Rent you are willing to Bid/pay:

2021 total annual Rent for the lease of 219ac: \$_____ + GST

2022 total annual Rent for the lease of 219ac: \$_____ + GST

2023 total annual Rent for the lease of 219ac: \$_____ + GST

2024 total annual Rent for the lease of 219ac: \$_____ + GST

2025 total annual Rent for the lease of 219ac: \$_____ + GST

Bids will be evaluated on the total Rent over the 5 year lease term.

Name: _____

Company: _____

Address: _____

Cell Phone No. and email _____

I acknowledge the conditions as set out in the attached Instructions to Bidders and wish to submit the above bid for the 5 Year Lease of 219 acres of land located on portions of the NW and SW of 6-38-5 W3.

Signature: _____

Date: _____

Tenders can be emailed to land@saskatoon.ca or dropped off at Saskatoon Land, 201 Third Avenue North, Saskatoon, SK S7K 2H7, and noted on the email or envelope “**Tender for 219 Acres of Farmland for 5 Year Lease**” and will be received until 4:00 p.m. SK Time on **Thursday, October 29, 2020**, for the following property:

Any questions related to this tender can be directed to Scott McCaig at 306-370.9397

Lands Available for 5 Year Lease - 219 Acres in 6-38-5 W3

Range Road 3060

Range Road 3055

LSD 12 6-38-5 W3
ISC = 29.91ac
Soil Class = L
Assessment = \$666ac

LSD 11 6-38-5 W3
ISC = 39.95ac
Soil Class = L
Assessment = \$666ac

NW NE
6-38-5
SW SE

LSD 5 6-38-5 W3
ISC = 29.88ac
Soil Class = K
Assessment = \$666ac

LSD 6 6-38-5 W3
ISC = 39.89ac
Soil Class = K
Assessment = \$838ac

Under Ground Gas Line

LSD 4 6-38-5 W3
ISC = 39.85ac
Soil Class = K
Assessment = \$666ac

LSD 3 6-38-5 W3
ISC = 39.83ac
Soil Class = K
Assessment = \$838ac

Land and Tender Details:

Land is being offered with a 5 year lease term with options for renewal.

Total ISC land area is 219.31 acres, actual farmable acres would be less.

Lands are currently used for hay/baling and have been cultivated in the past.

If used for crop production, it would be the responsibility and cost of the successful bidder to prepare the lands for crop production, which would include: removing fence, removing vegetation, breaking of land, picking rocks, etc...

Contact Scott McCaig 306.370.9397 prior to walking / accessing the lands, or for more information.

Bidding closes October 29, 2020 at 4PM. Visit [Saskatoonland.ca](https://saskatoonland.ca) for more information and bid forms.



**City of
Saskatoon**
Real Estate Services - September 2020

Note: The City does not guarantee the accuracy of this drawing. To ensure accuracy, please refer to the Registered Plan of Survey. This drawing is not to scale. Distances are in metres unless shown otherwise. Do not scale.

Township Road 380

Martensville

Example of 5 Year Lease Agreement

This Lease made effective the 1st day of November, 2020.

Between:

The City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and -

_____, of _____, in the Province of
Saskatchewan (hereinafter called the "Tenant")

The parties agree as follows:

Lease

1. The City shall lease to the Tenant approximately 219 acres of land located on portions of the NW and SW of 6-38-5 W3 as shown in Schedule "A" to this Agreement (hereinafter referred to as the "Land"):

Purpose

2. The City shall lease the Land to the Tenant for the sole purpose of crop production or grazing.

Term

3. The term of this Agreement shall be 5 crop years, commencing April 1, 2021, to November 30, 2025 (the "Term").

Renewal

4. Upon expiration of the Term, at the discretion of the City, the Tenant shall be granted the option to renew this Agreement subject to mutual agreement as to Rent and length of renewal term.

Rent

5. (1) The rent payable by the Tenant for use of the Land during each year of the Term shall be plus Goods and Services Tax (the "Rent"). The Rent payable on or before May 1st of each year shall be:

2021 = \$ _____ + GST
2022 = \$ _____ + GST
2023 = \$ _____ + GST
2024 = \$ _____ + GST
2025 = \$ _____ + GST

Farming Costs

6. The Tenant shall be responsible for all input and other costs associated with farming or grazing the Land, unless otherwise stated in this Agreement.

Land Preparation Costs

7. The Tenant shall be responsible for all costs associated with improving the Land to a state suitable for crop production or pasture use.

Fallowing of the Land

8. The Tenant, at their expense and choice, may choose to fallow the land for any duration of time during the Term. Rent payments are still required to be made throughout any fallow period.

Use of Land

9. (1) The Tenant shall, in each year of the Term of this Agreement, perform the following:
- (a) apply proper fertilizers, herbicides, pesticides, and other chemicals in accordance with approved methods of husbandry and manufacturers' instructions; and
 - (b) perform all other reasonable tasks incidental to the foregoing and consistent with generally accepted good farming practices.
- (2) The Tenant shall not at any time during the Term of this Agreement, use, exercise or carry on, or permit or suffer to be used, exercised, or carried on in or upon the Land, any noxious, noisome or offensive art, trade, business, occupation or calling.
- (3) At no time during the Term of this Agreement shall the Tenant produce or allow on the Land any toxic or hazardous substance or any substance which, if it were to remain or escape from the Land, would contaminate the Land or any other property in which it came in contact with except those fertilizers, pesticides, herbicides and other chemicals used in accordance with acceptable methods of husbandry and manufacturers' instructions.
- (5) Notwithstanding the generality of s. 1 of this Agreement, the Tenant shall not use or permit others to use the Land for any non-farming related activity, including, without limiting the generality of the foregoing, hunting, recreation, collecting or scavenging activities, without the prior written consent of the City.

Reduction of Land or Early Termination

10. If some or all of the Land is required for development, the City may, at its option:
- a) remove acreage from the Land if only some of the Land is required for development, in which case the Rent to be paid shall be rateably adjusted; or
 - b) terminate this Agreement if all of the Land is required for development;
- upon 30 days' written notice to the Tenant. If the written notice is sent after the Land that is required has already been seeded, the City shall compensate the Tenant for any input costs attributable to the acreage that is now required for development. For clarity, the parties agree that input costs means the cost for the application of agricultural chemicals, fertilizers and seed and does not include costs attributed to agricultural machinery, such as fuel, maintenance or depreciation, or labour costs.

Right of Entry

11. The Tenant agrees that the City shall have the right to enter upon the Land at all reasonable times for any reasonable purpose.

Indemnification

12. The Tenant shall be solely liable for and indemnify the City against all losses, damages, claims or demands which may be made against the City and which may in any way arise out of, or be occasioned, either directly or indirectly, by the Tenant's use of the Land or its actions.

City Not Liable for Injury

13. The City shall not be liable for any injury or damage to the Tenant, its agents, employees, invitees, or their property while on the Land, regardless of the cause of such injury or damage, except such injury or damage which may be caused by the negligence of the City, its agents, servants or employees.

Insurance

14. The Tenant shall maintain and keep in force during the Term of this Agreement general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars in a form satisfactory to the City which shall name the City as an additional insured. The Tenant shall annually provide proof of such insurance to the City.

Taxes

15. The Tenant shall be responsible for the payment of all taxes which may be applicable to the farm operations on the Land except the **property tax**, which shall be **the responsibility of the City**.

Rights Upon Default

16. If and when the Rent is not paid in full when due or in case of breach or non-observance or non-performance by the Tenant of any of the provisions of this Agreement, and if the default continues for ten (10) days after written notice of the default to the Tenant, or if the Term shall be taken in execution or attachment for any cause whatever, then, in every case, the City, in addition to any other remedy provided by law may, at its option, cancel this Agreement and re-enter and take possession of the Land, by force if necessary, without any previous notice of intention to re-enter and may remove all persons and property from the Land and may use such force and assistance in making such removal as the City may deem advisable and such re-entry shall not operate as satisfaction or waiver in whole or in part of any right, claim, or demand, arising out of or connected with any breach or violation by the Tenant of this Agreement.

No Waiver

17. The failure of the City to insist upon strict performance of this Agreement or to exercise any right or option under this Agreement shall not be construed or operate as a waiver or relinquishment for the future of any such right or option, and no waiver shall be inferred from or implied by anything done or omitted by the City save only express waiver in writing. The acceptance of any rent or the performance of any obligation under this Agreement by a person other than the Tenant shall not be construed as an admission by the City of any right, title or interest of such person as a subtenant, assignee, transferee, or otherwise in the place of the Tenant.

Environmental Contamination

18. (1) The Tenant shall not contaminate the Land during the Term or any extended term. The Tenant's actions respecting the Lands shall be in accordance with all environmental laws and the Tenant shall obtain all City and environmental approvals that may be required for its use of the Lands. In the event that the Land is environmentally contaminated during the Term or any extended term of this Agreement due to the errors, acts or omissions of the Tenant, its employees or agents, the Tenant shall be responsible for remediation of the Lands to:
- (a) standards identified by the Canadian Council of Ministers of the Environment (CCME) Canadian Environmental Quality Criteria for Contaminated Sites; and
 - (b) any and all applicable Provincial standards.
- (2) The Tenant shall be responsible for any environmental damage to the Land or any other property as a result of the Tenant's use of the Land.

Drainage

19. The Tenant shall not negatively impact or change the drainage on or around the Land.

Nuisance, Cleanliness and Compliance with Laws

20. The Tenant shall:
- a) not permit anything to be done on the Land which may be or become a nuisance or cause damage to the City, the Land, or to the owners or occupiers of neighbouring lands and buildings
 - b) maintain the Land in a clean, tidy, sanitary and safe condition at all times; and
 - c) abide by and comply with all federal and provincial laws and regulations and all municipal bylaws which in any manner affect the Land or use of same.

No Representation

21. The Tenant agrees that it has leased the Land after examining the same and that no representations, warranties or conditions have been made other than those expressed in this Agreement, and that no other agreement shall be binding on the City unless it is made in writing and signed on behalf of the City.

Assignment

22. The Tenant shall not assign this Agreement, or any portion of this Agreement without the written consent of the City, whose consent can be unreasonably withheld.

Subletting

23. The Tenant shall be allowed to sublet the Land, or a portion of the Land with the written consent of the City, whose consent can be unreasonably withheld.

Prior to any sublease, the agreement must be provided to the City for review and approval. If approved, the rent and terms of this Agreement may be amended in consideration of rent and terms of the sublease agreement as mutually agreed upon.

Applicable Law

24. The laws of the Province of Saskatchewan shall apply and bind the parties in any and all questions pertaining to this Agreement.

Enurement

25. This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and permitted assigns.

Notice

26. Any notice or other communication to be given under this Agreement shall be validly given if delivered personally, by regular mail, or by email:

To the City at:

Saskatoon Land
Asset & Financial Management
201 3rd Avenue North
Saskatoon, SK S7K 2H7
Attention: Property Coordinator
Phone: 306.975.1476

To the Tenant at:

Name _____
Mailing Address _____
Email _____
Cell Phone _____

and notice shall be deemed to have been received on the date of delivery if delivered personally or by email, or 5 days following the date of mailing if sent by regular mail.

Expanded Meanings

27. Wherever the singular or masculine is used, the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

Signed by The City of Saskatoon this ____ day of _____, 2020.

The City of Saskatoon

City Manager

City Clerk

Signed by _____ this ____ day of _____, 2020.

Signature

Property Report

Print Date: 10-Sep-2020

Page 1 of 1

Municipality Name:	CORMAN PARK (RM)	Assessment ID Number:	344-001406202	PID:	204762249
Civic Address:		Title Acres:	70.00	Inspected:	10-Jun-1998
Legal Location:	Qtr S 1/2 NW Sec 06 Tp 38 Rg 05 W 3 Sup 02	School Division:	206	Change Reason:	
Supplementary:	EXCEPT: 10 ACRES IN SW CORNER OF LSD 12	Neighbourhood:	344-140	Year / Frozen ID:	2020/-3
		Puse Code:	2000	Predom Code:	
		Call Back Year:		Method in Use:	C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
68.00	K - [CULTIVATED]	Soil association 1	BG - [BIGGAR]	Topography	T1 - Level / Nearly Level	\$/ACRE	665.86
		Soil texture 1	GL - [GRAVELLY LOAM]	Stones (qualities)	S4 - Strong	Final	30.98
		Soil texture 2	SL - [SANDY LOAM]	Phy. Factor 1	10% reduction due to G2 - [90 : Gravel Pockets - Moderate]		
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	BG - [BIGGAR]				
		Soil texture 3					
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
2	WASTE SLOUGH1

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$45,300		1	Other Agricultural	55%	\$24,915				Taxable
Total of Assessed Values:	\$45,300				Total of Taxable/Exempt Values:	\$24,915				

Property Report

Print Date: 10-Sep-2020

Page 1 of 2

Municipality Name: CORMAN PARK (RM)

Assessment ID Number:

344-001406402

PID: 204480214

Civic Address:

Title Acres: 69.50

Inspected: 12-Jun-1998

Legal Location: Qtr N 1/2 SW Sec 06 Tp 38 Rg 05 W 3 Sup 02

School Division: 206

Change Reason:

Supplementary: EXCEPT: 10 AC COT IN SW CORNER OF LSD 5

Neighbourhood: 344-140

Year / Frozen ID: 2020/-3

Puse Code: 2000

Predom Code:

Call Back Year:

Method in Use: C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
35.00	K-KG - [K AND KG]	Soil association 1	WR - [WEYBURN]	Topography	T1 - Level / Nearly Level	\$/ACRE	838.34
		Soil texture 1	LL - [LIGHT LOAM]	Stones (qualities)	S4 - Strong	Final	39.01
		Soil texture 2		Phy. Factor 1	5% reduction due to G1 - [95 : Gravel Pockets - Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	BG - [BIGGAR]				
		Soil texture 3					
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
35.00	K - [CULTIVATED]	Soil association 1	BG - [BIGGAR]	Topography	T1 - Level / Nearly Level	\$/ACRE	665.86
		Soil texture 1	GL - [GRAVELLY LOAM]	Stones (qualities)	S4 - Strong	Final	30.98
		Soil texture 2	SL - [SANDY LOAM]	Phy. Factor 1	10% reduction due to G2 - [90 : Gravel Pockets - Moderate]		
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	BG - [BIGGAR]				
		Soil texture 3					
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$52,600		1	Other Agricultural	55%	\$28,930				Taxable
Total of Assessed Values:	\$52,600				Total of Taxable/Exempt Values:	\$28,930				

Property Report

Print Date: 10-Sep-2020

Page 1 of 2

Municipality Name:	CORMAN PARK (RM)	Assessment ID Number:	344-001406401	PID:	204429625
Civic Address:		Title Acres:	79.00	Inspected:	10-Jun-1998
Legal Location:	Qtr S 1/2 SW Sec 06 Tp 38 Rg 05 W 3 Sup	School Division:	206	Change Reason:	
Supplementary:		Neighbourhood:	344-140	Year / Frozen ID:	2020/-3
		Puse Code:	2000	Predom Code:	
		Call Back Year:		Method in Use:	C.A.M.A. - Cost

AGRICULTURAL ARABLE LAND

Acres	Land Use	Productivity Determining Factors		Economic and Physical Factors		Rating	
66.00	K-KG - [K AND KG]	Soil association 1	WR - [WEYBURN]	Topography	T1 - Level / Nearly Level	\$/ACRE	838.34
		Soil texture 1	LL - [LIGHT LOAM]	Stones (qualities)	S4 - Strong	Final	39.01
		Soil texture 2		Phy. Factor 1	5% reduction due to G1 - [95 : Gravel Pockets - Slight]		
		Soil profile 1	OR10 - [CHERN-ORTH (CA 9-12)]				
		Soil association 2	BG - [BIGGAR]				
		Soil texture 3					
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				
12.00	K - [CULTIVATED]	Soil association 1	BG - [BIGGAR]	Topography	T1 - Level / Nearly Level	\$/ACRE	665.86
		Soil texture 1	GL - [GRAVELLY LOAM]	Stones (qualities)	S4 - Strong	Final	30.98
		Soil texture 2	SL - [SANDY LOAM]	Phy. Factor 1	10% reduction due to G2 - [90 : Gravel Pockets - Moderate]		
		Soil profile 1	OR8 - [CHERN-ORTH (CA 7-9)]				
		Soil association 2	BG - [BIGGAR]				
		Soil texture 3					
		Soil texture 4					
		Soil profile 2	OR10 - [CHERN-ORTH (CA 9-12)]				
		Top soil depth	3-5				

AGRICULTURAL WASTE LAND

Acres	Waste Type
1	WASTE SLOUGH1

Assessed & Taxable/Exempt Values (Summary)

Description	Appraised Values	Adjust Reason	Liability Subdivision	Tax Class	Percentage of value	Taxable	Adjust Reason	Exempt	Adjust Reason	Tax Status
Agricultural	\$63,300		1	Other Agricultural	55%	\$34,815				Taxable
Total of Assessed Values:	\$63,300				Total of Taxable/Exempt Values:	\$34,815				