

GENERAL INFORMATION

The following provides prospective bidders with some general information concerning the conditions governing the leasing of lands in Beaudry Provincial Park for cropping purposes. This does not include all of the terms and conditions which would apply, and is for general information purposes only. For full details, please refer to the Cropping Lease Agreement.

Withdrawal of Leased Lands

Should any portion of the leased lands be required for other government purposes, the Government of Manitoba (Manitoba) shall be required to notify the Lessee in writing thirty (30) days in advance. The amount of rent for the portion of land withdrawn by Manitoba will be reduced accordingly from the Lessee's total rental. Manitoba will notify Assessments Branch and the appropriate municipality of any such withdrawals of leased lands.

Other Terms and Conditions of Lease Agreement

1. The Lease Agreement will be for a five (5) year period starting May 1, 2023 and ending April 30, 2028.
2. For the purposes of rent and tax calculations, the area available for cultivation is as follows:

Parcel B – 313 Acres
Parcel C – 199 Acres
Parcel D – 218 Acres
3. The Lessee shall not occupy or use the leased lands for residential purposes or construct any residence on the leased lands, nor shall the Lessee permit anyone else to occupy or use the leased lands for residential purposes.
4. The Lessee shall pay rent at the bid rate amount per acre per annum, plus applicable GST. Land rental will be paid in two equal installments per year, with the first installment payable on May 1st, 2023, and the second installment payable on December 1st, 2023. Lease payments will continue to be payable in two equal installments on the 1st day of May and on the 1st day of December in each consecutive year thereafter for the duration of the Lease Agreement.
5. Failure to pay rent as indicated in No. 4 above or to comply with any other term or condition of the Lease Agreement may result in cancellation of the Lease Agreement by Manitoba.

6. The Lessee shall pay property taxes and provide proof of payment to Manitoba in each year. The Lessee shall also be responsible for payment of any other taxes and other charges payable as a result of the use of the property, whether municipal, provincial or federal, and shall provide proof of payment to Manitoba on demand.
7. The Lessee shall accept the leased lands on an "AS IS" and "WHERE IS" basis and any alterations and improvements made, erected or installed during the lease term, with Manitoba's prior written approval, shall be at the risk, cost and expense of the Lessee and to the entire satisfaction of Manitoba.
8. The Lessee shall not remove any tree or further clear the leased lands or alter the drainage thereof.
9. The Lessee shall not erect or cause to be erected any buildings, fences, or other structures or use any existing structures without the prior written consent of Manitoba.
10. The Lessee shall grow only annual crops on the leased lands.
11. The Lessee shall not use the leased lands for the purposes of sustaining or keeping livestock.
12. The Lessee shall fall till or stubble burn the leased lands in a condition acceptable to Manitoba after the harvest of the crops in each year, except in the last year of the lease term, when the Lessee must fall till and not stubble burn.
13. The Lessee shall use good management, husbandry and conservation practices.
14. The Lessee shall use all best efforts to rid the leased lands of noxious weeds and to comply with all related lawful orders imposed by the relevant municipality or local government district.
15. The Lessee shall apply all pesticide, herbicide, fungicide and insecticide treatments only in accordance with applicable laws and policies developed by Manitoba from time to time.
16. The Lessee shall implement such herbicide rotation programs to reduce the risk of herbicide resistance as may be required by Manitoba.
17. The Lessee shall provide Manitoba, upon request, with an accurate written record of all pesticides, herbicides, fungicides and insecticides applied to the leased lands during each year within the term.
18. The Lessee shall not assign or sublet the leased lands without the prior consent of Manitoba.

19. The Lessee shall not permit or allow the accumulation of waste material, debris, refuse or garbage on the leased land.
20. The Lessee shall not permit or allow any act which may be considered a nuisance or disturbance to the occupants of any lands adjoining or adjacent to the leased lands, or the public generally.
21. The Lessee shall comply with *The Provincial Parks Act*, regulations and policies that pertain thereto.
22. The Lessee may use fertilizer and/or chemicals on the leased lands as the Lessee deems appropriate, except in the final year of the lease term when no chemical with a residual of two (2) or more years (e.g. atrazine) may be used.
23. The Lessee shall not prevent access to the hiking and any other public trails.