

Heber Valley Special Service District

Farm Lease

Request for Proposal

PROJECT OVERVIEW

Heber Valley Special Service District (HVSSD or District) is soliciting proposals from qualified individuals or entities interested in leasing the District's farm property for agricultural use. The District Farm consists of roughly 500 acres of irrigated farmland located in Wasatch County, Utah. The land has been used for disposal of treated municipal wastewater for the past 40+ years, and this use is planned to continue.

SCOPE OF LEASE

The District has developed a draft lease agreement based upon continuing past farming practices on this land. The purpose of the farm is to provide a location for disposal of treated effluent and the lease reflects this. A summary of key information and lease terms is provided below. Further information can be found in the draft lease, a copy of which is included as an attachment to this request.

Lease Commencement Date: May 1, 2026 (Tentative/TBD)

Lease Term: 5-years

Irrigation Water Sources: WWTF Effluent (Primary), Irrigation Water (Supplemental)

Irrigated Land: 500.2 acres

Irrigation Type: Center Pivot

Primary Crop: Alfalfa

Crop Production: 1,380 tons (Average annual production over past 15 years)

SCHEDULE

The following tentative schedule provides an outline for the anticipated sequence of events related to this solicitation.

Activity	Date
Request For Proposal Released	February 13, 2026
Deadline for Questions	March 9, 2026
Proposal Submission Deadline	March 13, 2026
Evaluation of Proposals	March 14- April 8, 2026
Respondent Interviews (if required)	Week of March 30
Selection of Lessee	April 9, 2026
Lease Commencement Date (tentative)	May 1, 2026

SUBMISSION REQUIREMENTS

Proposals shall be submitted in letter format addressed to HVSSD. The letter shall include the following specific sections (1-4) with the requested information. Each section shall be clearly identified and listed in sequential order.

Section 1: Entity Information

Provide the name, address, telephone number and email address of the individual or entity proposing as the Lessee. Partnerships, corporations or joint ventures should list the name of the person authorized to represent the entity. If different than above, provide the name and contact information to where all correspondence concerning this RFP should be directed.

Section 2: Experience and Equipment

Provide a description of Lessee's experience with this type of farming operation including any education or training related to such practices. Provide a list of relevant farm equipment that the Lessee owns or leases which demonstrates their ability to effectively manage an operation of this magnitude.

Section 3: Fee

List the proposed annual lease fee per acre of irrigated land in \$/ac/yr.

List the total annual fee to lease the entire 500.2 acres in \$/yr.

Section 4: Signatures/Authorization

An individual authorized to represent the Lessee shall sign the letter proposal. Include the name (printed) and title of the individual, name of the responding entity (if applicable), date and their signature.

Submission Deadline:

Proposals must be received by 5:00PM MST, Friday, March 13, 2026, and submitted via email to the following address: j.goodley@hebervalleyssd.gov. Proposals submitted after this deadline will not be considered.

Public Records:

All proposals submitted to the District shall be subject to the Government Records Access and Management Act (GRAMA), Utah Code 63G-2-101et seq. Respondents claiming that portions of their proposal contain protected records must clearly

identify and mark such portions and comply with Utah Code § 63G-2-309. The District makes no guarantee that any information submitted will be deemed protected.

CONTACT INFORMATION AND QUESTIONS

Letter proposals shall be addressed to the District at the following address:

Heber Valley Special Service District
1000 East Main Street
PO Box 427
Midway, UT 84049-0427
Attn: J. Goodley, P.E. – General Manager

Questions/Site Visits:

Questions concerning the farm or to arrange a site visit please contact the Farm Manager, Bryan Provost at 435-671-8438.

Questions concerning this RFP or the lease terms should be directed to the District General Manager, Jim Goodley at 435-654-2248 or through the District's website at info@hebervalleyssd.gov.

All questions or communication concerning this request shall be provided by 5:00PM MST, March 9, 2026. Any inquiries received after this time may not receive a response.

EVALUATION PROCESS

Proposals will be evaluated by the District based on factors including, but not limited to: (i) the proposed lease fee; (ii) the respondent's experience and demonstrated ability to manage a farming operation of similar size and complexity; (iii) operational capability and available equipment; (iv) ability to comply with effluent disposal requirements and applicable environmental regulations; and (v) overall benefit and best value to the District. The District is not obligated to select the highest-priced proposal. The District reserves the right to reject any or all proposals, to waive minor informalities or irregularities, to request clarification or additional information from any respondent, and to negotiate lease terms with one or more respondents. Issuance of this RFP does not obligate the District to enter into a lease agreement. Any lease award is subject to approval by the District's Board of Trustees in a properly noticed public meeting.

CANCELLATION AND MODIFICATION:

The District reserves the right to cancel or modify the terms and conditions of this Request For Proposal at any time.

DRAFT **FARM LEASE**

THIS FARM LEASE (hereinafter referred to as the “Lease”) is made and entered into effective as of the ___ day of _____, 202___, by and between HEBER VALLEY SPECIAL SERVICE DISTRICT (“Lessor”) and _____ (“Lessee”).

1. **Property.** Lessor, for and in consideration of the rents, covenants and Leases on the part of Lessee to be paid, kept and performed as hereinafter set forth, does hereby lease and let unto Lessee certain real property located in Wasatch County, Utah, containing approximately [] acres and more particularly depicted within the boundaries on Exhibit “A” attached hereto (the “Property”); provided that notwithstanding anything to the contrary in this Lease, the Property shall not include, and Lessee shall have no right to access or use, any existing structures located on the Property. Subject to the terms and conditions set forth below, the Lessee shall have and hold the Property from the date this Lease is signed by both parties until the date this Lease is terminated pursuant to Section 8 below.

2. **Use and Management of Property by Lessee.** Lessee shall occupy and use the Property for cultivation of alfalfa and other forage crops purposes (the “Permitted Use”). Lessee shall plant and harvest annually, which in no event shall cover less than []% of the Property. Except as described in this Section 2, Lessee shall use the Property for no other purpose without Lessor’s prior written consent, which consent shall be in Lessor’s sole and absolute discretion. Without limiting the foregoing, in no event shall Lessee use the Property for cultivate crops for human consumption. Lessee shall comply with all applicable laws, ordinances and other governmental requirements in the use of the Property, including, without limitation, Utah Admin. Code R317-3.

3. **Rental.** Lessee shall pay Lessor rental for the use of the Property (“Base Rental”) in the manner described in this Lease the sum of \$[] per acre per year. The Base Rental shall be paid on or before the first day of each June during the Term, with a 10-day grace period. If Lessee shall default in a Base Rental payment due under this Section 3, Lessor may exercise the remedies provided in Section 6(b) below. In the event Lessee fails to make its payment within five (5) days after the annual due date specified above, Lessee shall pay, in addition to the rent payment owed, a late payment fee equal to fifteen percent (15%) of the annual payment owed. If Lessee fails to make its payment within thirty days (30) days after the annual due date specified above, Lessee shall pay, in addition to the rent payment and late fee owed, twenty percent (20%) annual interest on the amount of the rent payment and late fee owed.

4. **Expenses.**

a. **Lessee Expenses.** Lessee shall furnish all labor, superintendence, equipment, electricity, fertilizer, water expenses, and other products and services necessary to raise crops upon the Property and shall apply fertilizers in accordance with prudent, husband-like practices at Lessee’s sole cost and expense. Lessee shall pay all expenses associated with the Property except for the Lessor Expenses. All other costs and expenses of every kind and nature pertaining to Lessee’s use of the Property shall be borne and paid solely by Lessee.

b. **Lessor Expenses.** Notwithstanding the foregoing, Lessor shall be responsible to pay (i) all real property taxes for the Property, (ii) costs related to Lessor’s water rights, (iii) costs of Lessor’s remaining operations on the Property, including use and maintenance of monitoring wells and reporting related thereto, and (iv) utility expenses (collectively, “Lessor Expenses”).

5. **Maintenance; Alterations.**

a. **Maintenance of Property.** Lessee shall accept the Property in its “as is, where is, with all faults” condition, and without any representation or warranty by Lessor whatsoever concerning the condition of the Property or otherwise. Lessee shall maintain and utilize the Property and all equipment, fencing and improvements located thereon in a husband-like manner and shall leave the same in good condition and repair upon expiration or earlier termination of this Lease. Lessee shall make all necessary repairs to the Property, including without limitation all fencing and equipment thereon during the term hereof, and shall leave the same in at least as good condition and repair at the end

of the term of this Lease as it is in at the commencement thereof. Without limiting the foregoing, Lessee further agrees not to allow or suffer any environmental hazard or any waste on the Property, or sublease or permit any person or persons to occupy or improve the same or make or suffer to be made any alteration therein, except with the prior written approval of Lessor.

b. Irrigation Equipment. This Lease includes use of Lessor's irrigation equipment to be used solely on the Property for the irrigation of the Property. An inventory list is attached as Exhibit "B". Commencing upon the date Lessee first uses all or any portion of the foregoing irrigation equipment, Lessee shall be solely responsible for any and all costs associated with maintaining all of the included equipment, including, but not limited to, pumps, hoses, fittings, main lines, wheel lines, valves, sprinkler heads, and all other associated parts. Lessee agrees to maintain all equipment in good and working condition.

c. Farm Equipment. Lessee shall be solely responsible to provide and maintain farming equipment necessary for Lessee's Permitted Use of the Property.

d. Alterations. Lessee may not make any improvements or changes to the Property (including changing existing ground elevation, excavating, constructing any structure, constructing a lighting structure, or landscaping) without Lessor's prior written consent. If Lessee desires to make any changes or improvements to the Property, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least thirty (30) days in advance of the proposed start of excavation, construction or installation work. In the event Lessee deems the making of any improvement or the changing of any improvement necessary to remove a hazardous condition, it shall notify Lessor and request that Lessor approve the improvement or change in improvement within a shorter time. Lessor shall have the right to conditionally approve, modify, or deny the requested change or improvement at Lessor's sole discretion.

6. Default.

a. Notice of Default. In the event of default by Lessee with respect to any of the terms and provisions of this Lease, Lessor shall give written notice to Lessee designating the default and demanding that the default be cured forthwith. Lessee shall have a period of thirty (30) days following receipt of the written notice within which to correct the default.

b. Remedies. Should Lessee fail to pay Base Rent as described in Section 3 above, or otherwise fail to correct any other default within the time period described in Section 6(a) above, Lessor may, at its option, without further notice to Lessee exercise any remedy available to Lessor at law or in equity, and, without limiting the foregoing, Lessor may immediately terminate this Lease, in which event Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may enter upon and take possession of the Property and expel or remove Lessee and any other person who may be occupying the Property or any part thereof, by any legal means.

7. Term. The Term of this Lease shall commence on [REDACTED], 202[REDACTED] and continue until [REDACTED], 202[REDACTED] **[TBD: TERM WILL BE 5 YEARS]**, and shall automatically renew on a year by year basis thereafter unless terminated by a written notice from either party.

8. Termination of Lease. This Lease shall terminate on the date which is the earlier of:

a. Term. The conclusion of the Term, as may be extended, if either party delivers written notice prior to the automatic extension thereof.

b. Uncured Default. The date Lessor shall terminate the Lease pursuant to Section 6(b) above after an uncured default by Lessee; or

c. Early Termination for Convenience. Lessor or Lessee may terminate this Lease at either party's option discretion upon thirty (30) days' prior written notice to the other party; provided, however, that in the event that Lessor terminates pursuant to this Section 8(c), Lessee shall be permitted to complete the growing and harvesting of any crop planted upon the Property prior to Lessee's receipt of such written notice, but shall otherwise not have the right to access the Property following such termination.

8. **Liability Insurance and Indemnity.**

a. **Insurance.** Lessee shall at all times during the term of this Lease keep in effect with a responsible insurance company licensed to do business in the State of Utah, liability insurance in an amount acceptable to Lessor, naming Lessor as an additional insured. Lessee shall provide a certificate evidencing such policy, with proof of payment of the premium.

b. **Indemnity.** Lessee acknowledges that Lessor entered into this Lease on the condition that Lessor shall not be liable, responsible, or in any way accountable to Lessee, his/its agents, employees, invitees, or any other third party for loss or damage to any equipment, animals, or other personal property on or about the Property, or for injury or death to any person who may be using, occupying or visiting the Property. Lessee shall indemnify and hold harmless Lessor from and against any claims, demands, loss, cost or expense of any kind arising out of this Lease or in any way connected with Lessee's use or occupancy of the Property, whether validly asserted or not which arise from any acts, conduct, neglect or omissions of Lessee, or any of Lessee's agents or employees and whether or not any such claims arise from activity upon the Property. Lessee's indemnification obligation includes all costs and reasonable attorneys' fees that may be incurred by Lessor in defending/settling any such claims.

c. **Assumption of Risk.** Lessee agrees that it takes possession of the Property subject to the hazards of operating a farm property and assumes all risk of accidents or other incidents personally as well as for family, employees, invitees or agents in pursuance of farming operations (including without limitation if water is made unavailable for any reason), in performing repairs on equipment, fences, or any reason and so forth, and/or otherwise.

9. **Holdover.** If Lessee retains possession of the Property or any part thereof after the termination of this Lease, Lessee shall be deemed to have a tenancy at sufferance, and Lessee shall pay to Lessor a monthly installment of rent, at triple the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or part of a month (without reduction for any such partial month) that Lessee remains in possession of the Property. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by reason of Lessee's retention of possession of the Property. The provisions of this Paragraph shall not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

9. **Compliance with Law.** Lessee shall comply with all applicable Federal, State and local laws pertaining to Lessee's operation respecting the Property including payments to, and tax obligations with respect to, employees and agents.

10. **Effluent Use.** Lessor owns and operates a regional wastewater treatment facility in Heber Valley, Utah, which facility receives and processes wastewater from Heber City, Midway City, and portions of Wasatch County, Utah. As part of the treatment operations, Lessor uses treated wastewater to water crops. In connection with the use of the Property for the Permitted Use, Lessee shall be required use all treated wastewater supplied by Lessor as the primary source of water for watering crops on the Property. Lessee shall coordinate with Lessor in order to ensure irrigation is sufficient to satisfy the needs of Lessor, shall comply with all effluent permits of which it has notice, and exercise reasonably efforts to cooperate with and support Lessor's monitoring efforts and requirements.

11. **Environmental Regulations.** Lessee shall strictly comply in all material respects with all federal, state, and local environmental laws, regulations, and ordinances, which shall include, without limitation, Lessor's existing permits related to the application of treated wastewater ("Environmental Laws"), and shall not use or store on the Property any hazardous or toxic materials without Lessor's prior written consent. In the event of any spill or release of any hazardous or toxic materials, Lessee shall immediately: (a) prevent any further spill or release; (b) notify Lessor of the spill or release; (c) notify any governmental agency that must be notified under any applicable Environmental Laws; and (d) clean up and remedy any such spill or release. Upon termination of this Lease, Lessee shall deliver the Property to Lessor free of any material contamination by hazardous or toxic materials. Lessee covenants and agrees to protect, indemnify, and hold Lessor harmless from any and all liability, loss, costs, damage, or expense, including attorneys' fees, resulting from Lessee's failure to comply with the provisions of this paragraph or resulting from

contamination of the Property caused by Lessee or its employees, contractors, invitees, or permittees. The obligations and covenants contained in this paragraph shall survive the expiration or termination this Lease.

12. **Restrictions on Use of Property.**

a. **Chemicals and Fertilizers.** Lessor and Lessee acknowledge that the use of pesticides, chemicals and fertilizers may be necessary to optimize crop production upon the Property. It is also understood that the use of pesticides, chemicals and fertilizers could cause damage to persons, property and natural resources if improperly applied or used. Lessee shall use and/or apply insecticides, herbicides, pesticides, chemicals or fertilizers on the Property only as necessary and in a prudent and responsible manner to minimize any potential harm or damage to the environment. Lessee shall comply in all material respects with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any insecticide, herbicide, pesticide, chemical or fertilizer on the Property. Lessee shall NOT apply any registered pesticides without written approval by Lessor prior to application; such written approval may or may not be granted in Lessor's sole discretion. Lessee assumes all risk of harm to persons, property, or the environment that may result from Lessee's storage, handling, use or application of any insecticide, herbicide, pesticide, chemical or fertilizer and Lessee agrees to hold Lessor harmless from liability or litigation costs associated with or arising from any such harm

b. **Noxious Weeds.** Lessee shall control the growth of any noxious weeds or other growth on the Property in accordance with the requirements of any governmental agency having jurisdiction or as otherwise required by Lessor.

c. **Storage.** Lessee shall not cause or permit any structure, building, motor vehicle, or equipment to be placed, erected, or stored on the Property without Lessor's prior written consent nor shall Lessee, under any circumstances place any structure, building, motor vehicle, equipment, or object within, or allow any person to come within, twenty (20) feet of any existing or future power lines on the Property. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty (20) feet of the lines. Lessee assumes all risk of harm should any person, structure, building, motor vehicle, equipment or object be allowed within twenty (20) feet of an existing or future power line in violation of this provision.

12. **Lessor Right of Entry.** Lessor reserves the right, by itself or through agents, employees, or assigns to enter upon the Property at any time to view and inspect the Property and farm operations thereon, market the same for sale, and/or otherwise.

13. **Governmental Immunity.** Lessor and Lessee acknowledge that Lessor is a governmental entity as defined in the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq. (the "Act"). Nothing contained in this Lease shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability afforded to Lessor under the Act or any other provision of law. Lessor retains all immunities, defenses, and limitations provided by the Act and any amendments thereto, whether arising from contract, tort, or otherwise. Lessee agrees that Lessor's obligations under this Lease are subject to the Act, including the provisions limiting actions against governmental entities and employees. No provision of this Lease shall be interpreted to expand Lessor's liability beyond that permitted under the Act or to require Lessor to indemnify or hold harmless any person or entity. Lessee further acknowledges that Lessor's entering into this Lease and any performance hereunder are governmental functions within the meaning of the Act.

14. **Condemnation.** If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called “**Condemnation**”), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the Property is taken or such other material portion of the Property is taken and Lessee cannot reasonably continue to conduct the Permitted Use at the Property, either Lessor or Lessee may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within thirty (30) days after receipt of written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority takes title or possession). If neither Lessor nor Lessee terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rental shall be reduced in proportion to the reduction in the acreage of the Property. Lessor shall be entitled to receive the entire award or payment in connection therewith. If this Lease is not terminated, Lessor shall repair any damage to the Property caused by the Condemnation, except that Lessor shall not be obligated to repair any damage for which Lessee has been reimbursed by the condemning authority. If the severance damages received by Lessor are not sufficient to pay for such repair, Lessor shall have the right to either terminate this Lease or make such repair at Lessor’s expense.

15. **Surety Bond.** Lessee shall obtain a surety bond issued by a company acceptable to Lessor, in an amount equal to \$ [REDACTED], to guarantee payment of damages and performance of all provisions and obligations of Lessee under this Lease. The surety shall be deposited with Lessor and shall remain in effect until the Term has expired and Lessee has surrendered the Property as required by this Lease, and all costs have been paid in full.

16. **Tenant Records.** Lessee shall prepare, keep and maintain for a period not less than 2 years following each calendar year and following the expiration or earlier termination of the Term, complete and accurate books of account and records of items requested by Lessor from time to time, which shall include, but are not limited to, an account of total crops planted and harvested from the Property each year. Lessee shall furnish copies of such books of account and records to Lessor promptly following request by Lessor therefore.

17. **Miscellaneous.** This Lease shall be governed by the laws of the State of Utah and applicable federal law, without regard to Utah conflicts of law provisions. Lessor and Lessee hereby stipulate and agree that the venue of any action or proceeding (i) brought by Lessor, Lessee, or any other party, relating to this Lease and/or any understandings or prior dealings between the parties hereto, or the Property, shall be in Wasatch County, Utah. Any provision held to be illegal, invalid or unenforceable may be severed from, and shall not affect, the remainder of this Lease. The headings herein are for reference only and shall not define or limit the provisions hereof. The word “including” means “including without limitation.” This Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, whether written or oral, as may relate to the same are hereby superseded by this Lease with respect to the subject matter of this Lease. This Lease may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Lease shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators. Neither this Lease, nor the rights or obligations of Lessee hereunder, may be assigned, nor shall the Leased Property be sublet, by Lessee without prior written consent of Lessor, which consent may be withheld in Lessor’s sole discretion. If Lessor shall bring suit against Lessee as a result of any alleged breach or failure by Lessee to perform any provision under this Lease, Lessor shall, in addition to any other relief awarded by the Court, be entitled to costs and reasonable attorneys’ fees incurred by Lessor by reason of such action. Each party shall provide notice to the other at the last known physical or email address provided to them. This Lease may be executed in counterparts through any form of electronic transmission, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

LESSOR:

HEBER VALLEY SPECIAL SERVICE DISTRICT

By: _____
Name: _____
Its: _____

LESSEE:

By: _____
Name: _____
Its: _____

