

Farmland Year: 2026

**ATTENTION – PROSPECTIVE BIDDERS**

**OFFICIAL BID PACKAGE**  
**FOR**  
**LEASE OF LOWER HEART RIVER WRD LAND, MORTON COUNTY**

(For Conventional Farming Purposes Only)

This file contains:

1. The advertisement of lease, Offering of Land for Lease on Bids, LHRWRD, as published in the Mandan News.
  2. Draft of Lease Contract with Exhibit One (1) legal descriptions
  3. Bid Sheet, Bid for Lease of LHRWRD Land by Lower Heart River WRD – Morton County.
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**OFFERING OF LAND FOR LEASE ON BID**  
**Lower Heart River Water Resource District**

Lower Heart River Water Resource District (LHRWRD) offers to lease the following tracts of land in Morton County for the purpose of conventional farming:

Tract A within Section 35, Township 139N, Range 81W

Tract B within Section 36, Township 139N, Range 81W

Tract C within Section 2, Township 138N, Range 81W

Tract D within Section 1, Township 138N, Range 81W

Tract E within Section 1, Township 138N, Range 81W

Tract F within Section 1, Township 138N, Range 81W

Tract G within Section 12, Township 138N, Range 81W

(Also known as USDA-FSA Farm No. 1329 – DCP Cropland Acres of 148.23 +/-)

And

Lot C within Section 35, Township 139N, Range 81W

Auditor's Lots R and S within Section 36, Township 139N, Range 81W

(Also known as USDA-FSA Farm No. 8303 – DCP Cropland Acres of 33.34 +/-)

The contiguous acres are based on the tract total of 152.5 acres +/- . All tracts are located within the "wet side" of the Mandan Flood Control Levee.

The lease term will be for one year with no renewal option. Lease will be for cash rent, to be paid by the tenant at the time of the execution of the lease.

Interested parties are invited to submit a bid for the leasing of this land. Bidders are advised that the property is being offered for lease as-is. All bidders should inspect the property, inform themselves of existing conditions, and be familiar with the terms of the lease before bidding.

Mail-in bids must be postmarked and received by LHRWRD on or before Monday, March 23, 2026. Email bids will be accepted within the same deadline. To obtain a bid package, visit our website <https://www.co.morton.nd.us/lowerheart>. Call (701)-471-8398 with any questions or inquiries.

To place bid:

1. Complete the bid sheet provided in the bid package, following the directions provided on the bid sheet.
2. Mail the bid to Lower Heart River WRD, c/o Lease Bid, PO Box 395, Mandan, ND 58554  
Or email to: [lowerheartriver@gmail.com](mailto:lowerheartriver@gmail.com), subject line-Lease Bid.

**LEASE OF REAL PROPERTY – draft version**

THIS AGREEMENT made and entered into as the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
By and between the Lower Heart River Water Resource District of Morton County, a public corporation,  
organized and existing under the laws of the State of North Dakota, and situated in the County of Morton and  
State of North Dakota, LESSOR, and \_\_\_\_\_  
\_\_\_\_\_, whose address is  
\_\_\_\_\_, LESSEE.

WITNESSETH:

WHEREAS, the LESSOR is the owner of certain real property situated in the County of Morton and State of  
North Dakota described in Exhibit One (1) attached hereto and reference made part of hereof; and

WHEREAS, the LESSEE successfully bid to lease said lands for the term commencing  
\_\_\_\_\_ and ending November 10, 2026.

NOW, THEREFORE, the LESSOR, for inconsideration of the rents and covenants of hereinafter mentioned and  
to be paid and performed by the LESSEE, the said LESSOR has demised, leased and let, and by these  
presents does demise, lease and let unto said LESSEE, the property described in Exhibit One (1). Lands in  
said Exhibit One (1) are 181.57  
acres +/-.

TO HAVE AND TO HOLD the above rented premises to the LESSEE for farming or other farmland management  
purposes until the 10<sup>th</sup> day of November 2026.

And the LESSEE agrees to and with the said LESSOR to pay the LESSOR the per acre sum of \_\_\_\_\_,  
or a total of \_\_\_\_\_, Dollars (\$) as rental for the use of the described  
lands for farming or other farm land management purposes only during the term of this lease, payable as  
follows:

- (a) At the time of execution of this lease the sum of \_\_\_\_\_ for the period of  
\_\_\_\_\_ to November 10, 2026.
- (b) ~~The sum of \_\_\_\_\_ for the next two (2) years on or before January 20<sup>th</sup>  
of \_\_\_\_\_ and \_\_\_\_\_, for the next farming years ending \_\_\_\_\_.~~

It is understood and agreed that the lands leased hereunder lie within the flood plain of the Heart  
River and are subject to being inundated by flood waters and the accumulation of debris left on the land after  
any flood occurrence, and that it shall be the duty of the LESSEE to remove the same from the land without  
cost to the LESSOR.

TERMS OF LEASE:

1. The terms of this lease shall be binding upon heirs, successors and assigns of both parties hereto in like manner as upon the original parties, except by mutual written agreement otherwise.
2. The LESSEE agrees to furnish, at their own expense, all the machinery, equipment, labor, fertilizer, and crop management supplies necessary to farm the premises properly at no expense to the LESSOR and to furnish all materials needed for making repairs and minor improvements and the performing of labor and skill required for such repairs and improvements.
3. In addition, the LESSEE further agrees to carry out and perform the following stipulations:
  - a. To use the land for farming purposes only and to faithfully cultivate the land in a timely, thorough, and businesslike manner;
  - b. To keep fences and other improvements on said premises in as good repair and condition as they are when LESSEE takes possession, loss by fire or unavoidable destruction excepted;
  - c. To stack and remove all feed bales as soon as possible;
  - d. Not to allow noxious weeds to go to seed on the cultivated lands but to destroy the same by spraying or other means;
  - e. Not to break up established water courses or ditches, or undertake any other operation to the property that will injure said land;
  - f. To prevent and not cause waste, or loss, or damage to the property of the LESSOR;
  - g. To follow standard disease treatments for all seeds;
  - h. To keep the farmland neat and orderly;
  - i. To keep all access gates locked with padlocks provided by the LESSEE;
  - j. Not to farm or obstruct, in any manner, any portion of the property lying within twenty (20) feet of the westerly toe ("wet side") of the Flood Control Levee, which LESSOR reserves for its own use.
  - k. Any violation of these stipulations constitutes a breach of the lease entitling the LESSOR to immediate possession of the leased premises and LESSEE shall, upon written notice, immediately vacate the leased premises.
4. This lease may not be sublet or assigned without the written consent of the LESSOR.

5. It is further understood and agreed by the parties that in the event the LESSEE shall fail to properly farm said premises, or in any manner violate any of the covenants herein contained, that the LESSOR may terminate this agreement upon giving the LESSEE a thirty (30) day notice of termination in writing. At the expiration of thirty (30) days written notice, the LESSEE agrees to quietly and peacefully release and relinquish possession of the premises described in Exhibit One (1).
  
6. This leased property is known by LESSEE and LESSOR to be closed to all hunting and trapping as proclaimed by the North Dakota Game and Fish Department on behalf of the State of North Dakota.
  
7. At any time, Lower Heart River Water Resource District reserves the right to utilize reasonable removal methods of animal and rodent infestation, and human trespassing that is deemed a threat to the flood plain area, levee structure or flood plain protective system within or adjacent to the leased property.

IN WITNESS WHEREOF, the Lower Heart River Water Resource District of Morton County, North Dakota, LESSOR, has caused this instrument to be executed on its behalf by its duly authorized officer(s) and said LESSEE has set in hand.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LOWER HEART RIVER WATER RESOURCE DISTRICT

\_\_\_\_\_  
Chairman, Board of Managers

LESSEE

\_\_\_\_\_

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Exhibit One**  
**For**  
**Lower Heart River Water Resource District**  
**Land Lease**

Tract A within Section 35, Township 139N, Range 81W  
Tract B within Section 36, Township 139N, Range 81W  
Tract C within Section 2, Township 138N, Range 81W  
Tract D within Section 1, Township 138N, Range 81W  
Tract E within Section 1, Township 138N, Range 81W  
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**Land Lease Bid Form  
To  
Lower Heart River Water Resource District**

**Bid Form – Land Lease Only**

2026 Planting and Harvest Season – only

Bid - amount per acre – for Tracts A, B, C, D, E, F, and G (farmland):

\$ \_\_\_\_\_

Total annual amount of: \$ \_\_\_\_\_

Bid submitted by:

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature required)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid must be postmarked or emailed by Monday, March 23, 2026**

**Owner reserves the Right to Reject any and all bids, to waive irregularities in the bids and to modify manner of bidding process.**

Lower Heart River WRD  
c/o Lease Bid  
PO Box 395  
Mandan, ND 58554

Email: [lowerheartriver@gmail.com](mailto:lowerheartriver@gmail.com)  
and/or  
[billr.lhrwr@gmail.com](mailto:billr.lhrwr@gmail.com)