

HARVEST OF CROPS AGREEMENT

THIS AGREEMENT entered into this sixth day of March, 2017, by and between JACKSON COUNTY, MISSOURI, (hereinafter "County" and Mershon Cattle, LLC, (hereinafter "Mershon").

WHEREAS, County owns certain tracts of real property located within and as parts of Monkey Mountain Park and Little Blue Trace-McCune; and

WHEREAS, by Invitation to Bid No. 59-16, County has opened bids for lease of the above lands to parties wishing to seed and harvest a variety of crops; and

WHEREAS, Mershon has submitted the best bids for lease of the properties at Monkey Mountain Park and Little Blue Trace-McCune, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution No. 19393, dated February 27, 2017, County awarded a lease to Mershon on Bid No. 59-16 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Mershon, respectively, agree with each other as follows:

1. County shall permit Mershon to use tracts of land located at Monkey Mountain Park and Little Blue Trace-McCune, and more specifically identified in Invitation to Bid No. 59-16, for an eight-year term running from the date of this Agreement's execution to December 31, 2024 for the harvesting of hay/crops as set out in Mershon's response to Invitation to Bid No. 59-16, dated November 18, 2016, which is attached hereto as Exhibit A and incorporated herein by reference.
2. All other activities of Mershon shall be governed by the Jackson County Code.
3. Mershon shall pay to the County \$38.20 per acre or the annual total sum of \$5,195.20 for harvesting hay/crops on ±136 acres at Monkey Mountain Park and \$26.30 per acre or \$1,236.10 annually for harvesting hay/crops on ±47

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MARY JO SPINO
COUNTY CLERK

acres at Little Blue Trace-McCune, to be paid from the proceeds of the sale of crops under this lease.

4. During the tenure of this lease, Mershon shall use said property only for the herein designated purpose. Mershon shall, at all times, maintain the property in good condition and shall avoid practices detrimental to the value of said property.
5. Mershon shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner change the contour or condition of this property under the contract.
6. Mershon shall not cause or permit the construction or location of any structure on the premises without prior written consent from the Director of the Parks + Rec Department.
7. Each payment shall be in the form of a certified or cashier's check, payable to Jackson County, Missouri.
8. Each payment shall be made on or before December 1 of each harvest year. Failure to remit any payment on the corresponding due date shall constitute breach of the Agreement, unless written permission has been given prior to the due date by the Director of Parks + Rec for late remittance of payment.
9. The County shall not be liable for damages to property or injuries to persons which may arise from or by incident to the use and occupation of the premises by Mershon. Mershon shall indemnify the County for any such damages.
10. Mershon shall be liable for any damage that may be caused to County property by the activities of Mershon, and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.
11. Either the County or Mershon may terminate this Agreement by giving thirty days' written notice to the other party. If Mershon shall terminate this Agreement, and termination is not the result of a breach of said Agreement, Mershon shall be entitled to harvest, gather and remove his crops planted on said premises or, at the discretion of the County, may allow Mershon reasonable compensation in lieu thereof for Mershon's crops. If all or a


portion of the crops remain unharvested at the time of such a termination, Mershon's compensation will be determined by a formula approved by the Director of Parks + Rec.


12. In the event Mershon terminates this Agreement prior to the expiration date hereof, it shall be in the sole discretion of the County to determine if Mershon shall be entitled to any part of crops on premises, or reasonable compensation for same.
13. The term of this Agreement may be extended by written agreement between the parties, under such additional or changed conditions as may be agreed to.
14. The Director of Parks + Rec of Jackson County shall serve as Agreement Administrator for the County, and shall be the person to whom any notices pursuant to this Agreement shall be sent.
15. The waiver or modification by any party hereto of any term or condition hereof shall not void, waive or modify any other term or condition hereof. The failure of any party to insist, in any one or more instances, upon the performance of any term of this Agreement shall not be construed as a waiver or relinquishment of such party's right to such performance or to future performance of such term.
16. On or before the date this Agreement's term expires or its termination by the County, Mershon shall vacate the stated premises, remove the property of Mershon therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the bidder and due to fair wear and tear expected.
17. Mershon takes the property subject to easements of record.
18. This Agreement, together with Invitation to Bid No. 59-16 and Mershon's response thereto, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

JACKSON COUNTY, MISSOURI


MERSHON CATTLE, LLC

By 
Q. Troy Thomas
Director of Finance and Purchasing

By 
45-4269390
Federal I.D. Number or
Social Security Number

APPROVED AS TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor


Mary Jo Spino
Clerk of the Legislature