

Jackson County, Missouri
Agricultural Lease Program Agreement

THIS AGREEMENT entered into this 21 day of June, 2017, by and between JACKSON COUNTY, MISSOURI, (hereinafter "County") and Clint Hardee, (hereinafter "Lessee").

WHEREAS, County owns certain parcels of real property located within and as parts of Longview Lake; and

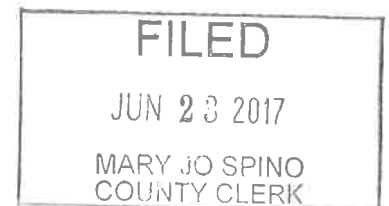
WHEREAS, on November 18, 2016, County issued its Request for Proposals No. 59-16, thereby requesting written proposals from parties interested in leasing one of more parcels for the seeding and harvesting of hay and/or crops; and

WHEREAS, County RFP 59-16 received no responses for Longview Lake tracts 2, 4, 6, 9, 10a, 10b, and 11, comprising two hundred sixty acres more/less (260 +/-) that have been out of agricultural production for the past five years, and

WHEREAS, County has subsequently negotiated the lease of the above parcels with Lessee wishing to seed and harvest a variety of crops on these Longview Lake lands, and Lessee has agreed upon an annual payment for lease of the property, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by Resolution 19511, dated June 12, 2017, County awarded a lease to Lessee 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, County and Lessee respectively agree with each other as follows:



1. County shall permit Lessee to use tracts of land located at Longview Lake, and more specifically identified in Request for Proposals No. 59-16, for an eight-year term running from January 1, 2017 to December 31, 2024 for the harvesting of crops, as identified on the maps which are attached hereto and incorporated herein by reference.
2. All other activities of Lessee and park lands shall be governed by the Jackson County Code.
3. Lessee shall pay to County the annual total sum as follows:

a. Restoration Years 1,2,3	\$0.00
b. Year 4	\$2,600
c. Year 5	\$9,100
d. Year 6	\$9,100
e. Year 7	\$10,400
f. Year 8	\$10,400


Payment shall be due and payable on November 1st of each year during the term of this Agreement. Each payment shall be in the form of a certified or cashier's check, payable to Jackson County, Missouri. 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.

4. During the tenure of this lease, Lessee shall use said property only for the herein designated purpose. Lessee shall, at all times, maintain the property in good condition and shall avoid practices detrimental to the value of said property.
5. Lessee shall cut no timber outside of the designed areas, 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. Lessee 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. 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 Lessee and Lessee shall indemnify County for any such damages.
8. Lessee shall be liable for any damage that may be caused to County property and shall exercise due diligence in the protection of all improvements and other property of the County which may be located on the premises.
9. Either the County or Lessee may terminate this Agreement by giving thirty days' written notice to the other party. If County should early terminate this Agreement and termination is not the result of a breach of said Agreement by Lessee, Lessee shall be entitled to harvest, gather and remove all crops planted on said premises. If Lessee should early terminate this Agreement, Lessee shall be responsible for lease payment to County during year of early termination.
10. 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, for up to three additional one-year terms.
11. 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.
12. On or before the date this Agreement's term expires or its termination by the County, Lessee shall vacate the stated premises, remove the property of Lessee therefrom, and restore the stated premises to a condition satisfactory to the County, damages beyond the control of the Lessee and due to fair wear and tear expected.
13. Lessee takes the property subject to easements of record.
14. Lessee agrees to abide by the terms and conditions referenced in the original Request for Proposal No. 59-16.
15. This Agreement incorporates the entire understanding and agreement of the parties.

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

JACKSON COUNTY, MISSOURI

By 
Q. Troy Thomas
Director of Finance and Purchasing

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

Clint Hardee, Lessee

739 Hurley Street

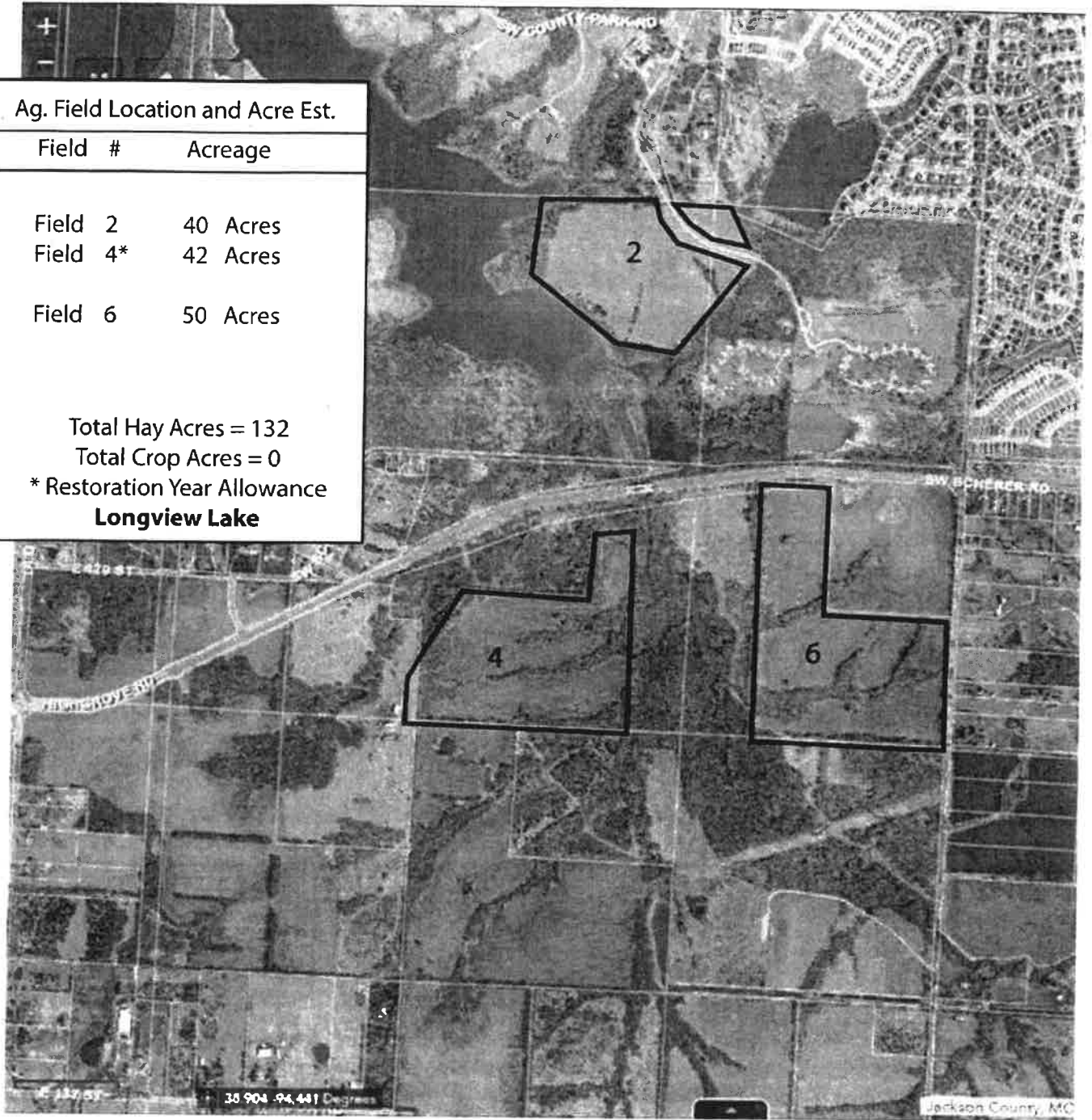
Peculiar, Mo. 64078


Signature - Authorizing Official

499-92-9770
Federal I.D. Number or Social Security Number

Ag. Field Location and Acre Est.	
Field #	Acreage
Field 2	40 Acres
Field 4*	42 Acres
Field 6	50 Acres

Total Hay Acres = 132
Total Crop Acres = 0
* Restoration Year Allowance



Ag. Field Location and Acre Est.	
Field #	Acreage
Field 9*	54 Acres
Field 10a	18 Acres
Field 10b	18 Acres
Field 11*	44 Acres

Total Hay Acres = 134
Total Crop Acres = 0
* Restoration Year Allowance

