

**Jackson County, Missouri  
Agricultural Lease Program Agreement (Contract)**

THIS AGREEMENT entered into this 21<sup>st</sup> day of January, 2021, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter "County" and **Craig Summers of Holden, MO**, (hereinafter "Lessee").

WHEREAS, County owns certain tracts of real property located within and as parts of **Lake Jacomo** and **Prairie Lee Park**; and

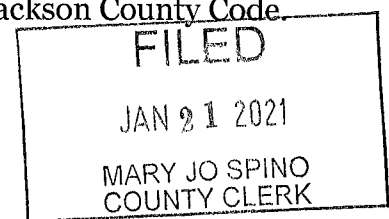
WHEREAS, by Request for Proposals **No. 56-20**, County has opened proposals for lease of the above lands to parties wishing to seed and harvest a variety of hay or crops; and

WHEREAS, Lessee has submitted the best proposal for lease of the property at **Lake Jacomo** and **Prairie Lee Park**, and both parties seek to formalize their agreement through this document; and,

WHEREAS, by **Resolution 20578**, dated **December 7, 2020**, County awarded a lease to Lessee on **RFP No. 56-20** 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 **Lake Jacomo** and **Prairie Lee Park**, and more specifically identified in Request for Proposals **No. 56-20**, for an eight-year term running from the date of this Agreement's execution to December 31, 2028 for the harvesting of **hay** as set out in the Jackson County Request for Proposals and Lessee's response dated **November 9, 2020**, which are attached hereto and incorporated herein by reference.
2. All other activities of Lessee shall be governed by the Jackson County Code.



3. Lessee shall pay to County the annual total sum of **\$2,189.00** for harvesting hay at **Lake Jacomo** and **\$253** for harvesting hay at **Prairie Lee Park**, subject to the two (2) year restoration allowance in 2021 and 2022, as noted in Request for Proposals **No. 56-20**.
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 or improvement 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 31<sup>st</sup> 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 Lessee and Lessee shall indemnify County for any such damages.

10. 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.
11. Either the County or Lessee may terminate this Agreement by giving sixty days' written notice to the other party. If County shall terminate this Agreement, and termination is not the result of a breach of said Agreement, Lessee shall be entitled to harvest, gather, and remove his **hay** planted on said premises or, at the discretion of the County, may allow Lessee reasonable compensation in lieu thereof for Lessee's **hay**. If all or a portion of the **hay** remains unharvested at the time of such a termination, Lessee's compensation will be determined by a formula approved by the Director of Parks + Rec.

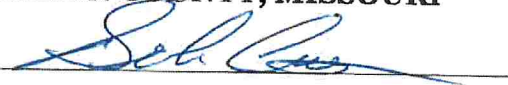
In the event Lessee terminates this Agreement prior to the expiration date hereof, it shall be in the sole discretion of the County to determine if Lessee shall be entitled to any part of hay or crops on premises, or reasonable compensation for the same.

12. 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.
13. 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.
14. 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.

15. 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, except for damages beyond the control of the Lessee and due to fair wear and tear expected.
16. Lessee takes the property subject to easements of record.
17. This Agreement, together with the Request for Proposals and Invitation to Bid No. 56-20 and Lessee's response thereto, incorporates the entire understanding and agreement of the parties.

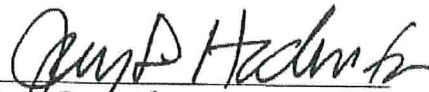
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of the date first above written.

**JACKSON COUNTY, MISSOURI**


By 

Director of Finance and Purchasing

APPROVED AS TO FORM:

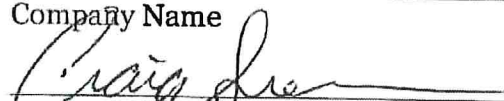
  
County Counselor

ATTEST:

  
Clerk of the Legislature

**Lessee**

\_\_\_\_\_  
Company Name

  
Signature Authorizing Official Craig Summers

\_\_\_\_\_  
Federal I.D. Number or Social Security Number