

**HARVEST OF CROPS AGREEMENT**

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

WHEREAS, County owns certain tracts of real property located within and as part of Blue & Gray Park; 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, Barker has submitted the best bid for lease of the properties at Blue & Gray Park 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 Barker 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 Barker, respectively, agree with each other as follows:

1. County shall permit Barker to use tracts of land located at Blue & Gray Park, 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 Barker'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 Barker shall be governed by the Jackson County Code.
3. Barker shall pay to the County \$11.73 per acre or the annual total sum of \$1,102.62 for harvesting hay/crops on ±94 acres at Blue & Gray Park, to be paid from the proceeds of the sale of crops under this lease.
4. During the tenure of this lease, Barker shall use said property only for the herein designated purpose. Barker shall, at all times, maintain the property

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MARY JO SPINO  
COUNTY CLERK

in good condition and shall avoid practices detrimental to the value of said property.

5. Barker 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. Barker 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 Barker. Barker shall indemnify the County for any such damages.
10. Barker shall be liable for any damage that may be caused to County property by the activities of Barker, 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 Barker may terminate this Agreement by giving thirty days' written notice to the other party. If Barker shall terminate this Agreement, and termination is not the result of a breach of said Agreement, Barker shall be entitled to harvest, gather and remove his crops planted on said premises or, at the discretion of the County, may allow Barker reasonable compensation in lieu thereof for Barker's crops. If all or a portion of the crops remain unharvested at the time of such a termination, Barker's compensation will be determined by a formula approved by the Director of Parks + Rec.
12. In the event Barker terminates this Agreement prior to the expiration date hereof, it shall be in the sole discretion of the County to determine if Barker


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, Barker shall vacate the stated premises, remove the property of Barker 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. Barker takes the property subject to easements of record.
18. This Agreement, together with Invitation to Bid No. 59-16 and Barker'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

BARKER FARMS

By   
Q. Troy Thomas  
Director of Finance and Purchasing

By  5/16/17  
43-1880984  
Federal I.D. Number or  
Social Security Number

APPROVED AS TO FORM:



\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

ATTEST:



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Mary Jo Spino  
Clerk of the Legislature