CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 4/12/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

License Agreement with Dean Moore

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a License Agreement with Dean Moore for the Lease of Farm Land located in the vicinity of Pulaski Pike and Liberty Hill Road

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

License agreement to provide for cutting of weeds, brush and undergrowth from the property located in the vicinity of Pulaski Pike and Liberty Hill Road. Licensee will be allowed to harvest hay from approximately 80 acres in exchange for cutting entire property which is approximately 100 acres. No funds involved.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 4/3/12

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **4/12/2012**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **License Agreement**

Document Name: **Dean Moore License Renewal**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **N/A**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		4/9/12
2) Legal	Mary C Cates	4/3/12
3) Finance		4/4/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a License Agreement by and between the City of Huntsville and Dean Moore, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said License Agreement is substantially in words and figures as that certain document attached hereto and identified as "License Agreement between the City of Huntsville and Dean Moore" consisting of two (2) pages plus one (1) page consisting of Attachment "A", and the date of April 12, 2012, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 12th day of April, 2012.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 12th day of April, 2012.

Mayor of the City of Huntsville, Alabama

LICENSE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DEAN MOORE

THIS AGREEMENT made, entered into and executed by and between **THE CITY OF HUNTSVILLE, a municipal corporation in the State of Alabama**, hereinafter called the "Licensor", and **DEAN MOORE**, hereinafter called the "Licensee".

RECITALS

Licensor is the owner of the lands described in Exhibit A attached hereto, which said real property is situated in the City of Huntsville, Alabama, hereinafter referred to as the "Property".

Licensee desires to exercise certain rights and privileges upon the above-described property and Licensor has agreed, upon certain terms and conditions, to grant the requested rights and privileges.

AGREEMENT

THE PREMISES CONSIDERED and in consideration of the rights and privileges herein granted and the sum to be paid Licensor, as hereinafter set forth, the parties hereto agree as follows:

Rights and Privileges: Licensor hereby grants to Licensee the right and privilege to enter upon the property at any and all times, and to cut, harvest and remove hay from the Property.

Duration of License: The License hereby granted shall become effective as of the 13th day of April, 2012, and continue in full force and effect until December 31, 2012. (The Termination Date).

License Fee: The Property consists of approximately one hundred (100) acres. Licensee expects to obtain usable hay from approximately 80 acres. In exchange for being permitted to harvest and keep all such usable hay, Licensee covenants and agrees to cut all weeds, brush and undergrowth from the entire property. The cutting of weeds, brush and undergrowth shall be accepted by Licensor as compensation in lieu of a License Fee.

Inspection – Acceptance: Licensee acknowledges that he has conducted such inspections, testing and investigations as he has deemed necessary and has determined that the property is in an acceptable condition for his intended use thereof.

Indemnification: Licensee will hold and save Licensor harmless from any and all damages, costs and expenses on account of any acts or omissions of Licensee or any agent, employer or invitee of the Licenses.

Licensee not Lessee: No legal title or leasehold interest in the above described premises or appurtenances thereto shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

Termination of Occupancy: Licensee shall, on or before the Termination Date, quietly and peaceably remove himself and his personal properties from the Property.

President of the City Council of the City of Huntsville, AL
Date: April 12, 2012

THIS DOCUMENT sets forth the entire agreement by and between the Parties. No Covenant, term or condition shall be binding upon either party hereto unless appearing herein.

IN WITNESS WHEREOF the Parties hereto have caused the License Agreement to be executed by their authorized and empowered representatives on this the 12th day of April, 2012.

ATTEST:

BY:_____
Charles E. Hagood
Clerk-Treasurer

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Mayor

Dean Moore

STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Tommy Battle and Charles E. Hagood, whose names as Mayor and Clerk/Treasurer, respectively, of The City of Huntsville, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, in their capacities aforesaid, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, on this the _____ day of _____, 2012.

_____
Notary Public
My Commission Expires:_____

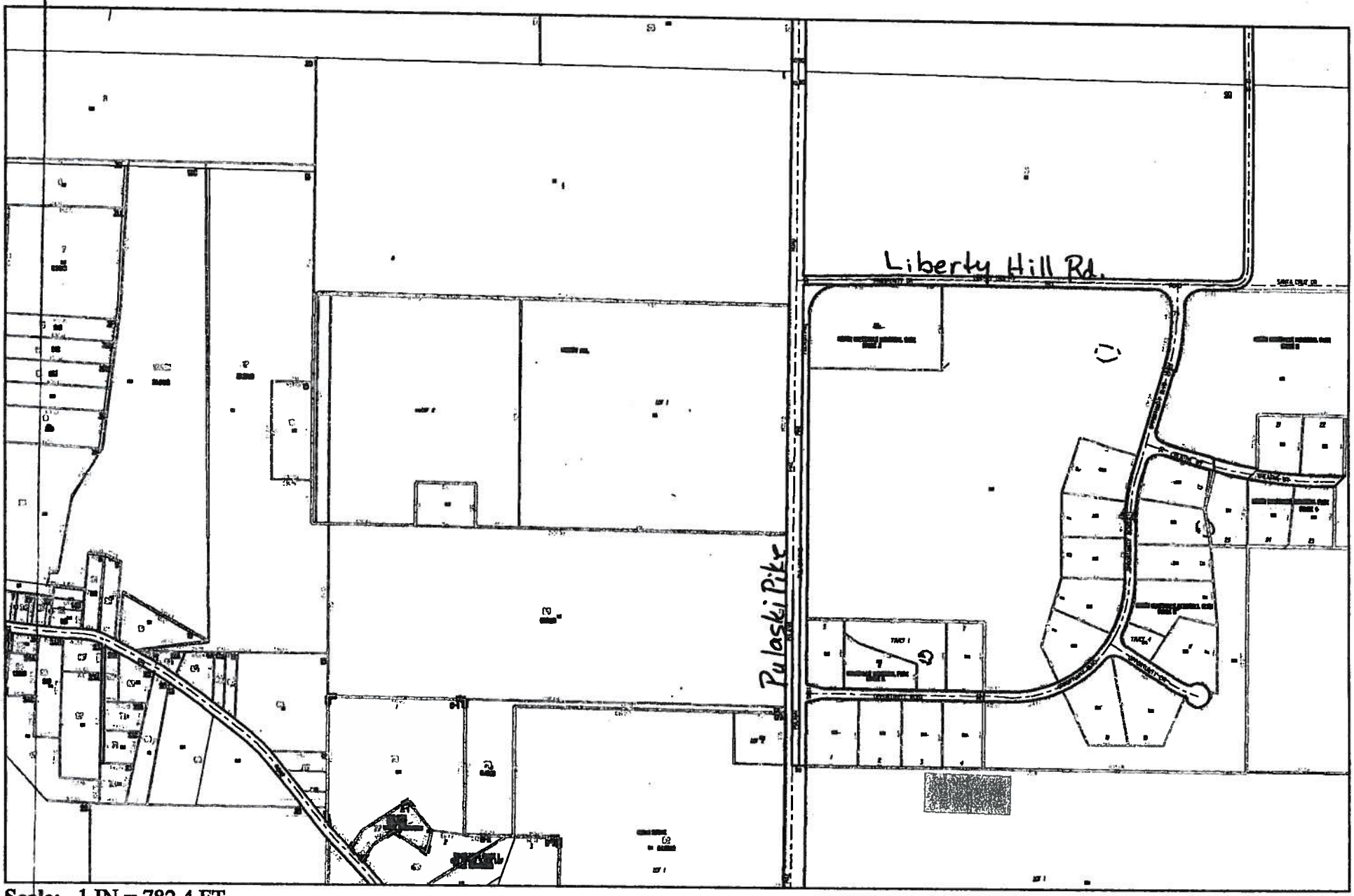
STATE OF ALABAMA
COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Dean Moore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, on this the 2nd day of April, 2012.

Kelly W. Davis
Notary Public
My Commission Expires: 3/26/2014

Moore



Scale: 1 IN = 782.4 FT

Geographic Information Systems (GIS)

ATTACHMENT "A"