CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 6/27/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

License Agreement with Bice Farms, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a License Agreement with Bice Farms, Inc. for the Lease of Farm Land located in the vicinity of Moores Mill Road at Vintage Park Subdivision and in the vicinity of South Memorial Parkway east of English Village Subdivision

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 100 acres of city property located just west of English Village Subdivision, and the 166 acres of property located on Moores Mill Road at 50 Vintage Drive, near Vintage Pharmaceuticals. Licensee will be allowed to harvest all usable hay in exchange for cutting entire property. No funds involved.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____ Date: 6/17/13

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **6/27/2013**

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

Contract or Agreement: **License Agreement**

Document Name: **Bice Farms License Agreement**

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		6/17/13
2) Legal	Mary Clates	6/19/13
3) Finance		6/20/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a License Agreement by and between the City of Huntsville and Bice Farms, Inc., 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 Bice Farms, Inc." consisting of three (3) pages plus two (2) additional pages consisting of Exhibit "A", and the date of June 27, 2013, 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 27th day of June, 2013.

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

APPROVED this the 27th day of June, 2013.

Mayor of the City of Huntsville, Alabama

LICENSE AGREEMENT

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 **BICE FARMS, INC.**, 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 28th day of June, 2013, and continue in full force and effect until December 31, 2013. (The Termination Date)

License Fee: The Property consists of approximately two hundred sixty-six (266) acres. Licensee expects to obtain usable hay from approximately 150 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.

President of the City Council of the City of Huntsville, AL
Date: June 27, 2013

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.

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 27th day of June, 2013.

ATTEST:

BY:_____
Charles E. Hagood
Clerk-Treasurer

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Mayor

Stan Bice
Stan Bice
Bice Farms, Inc.

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 _____, 2013.

_____
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 Stan Bice, 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 12th day of June 2013.

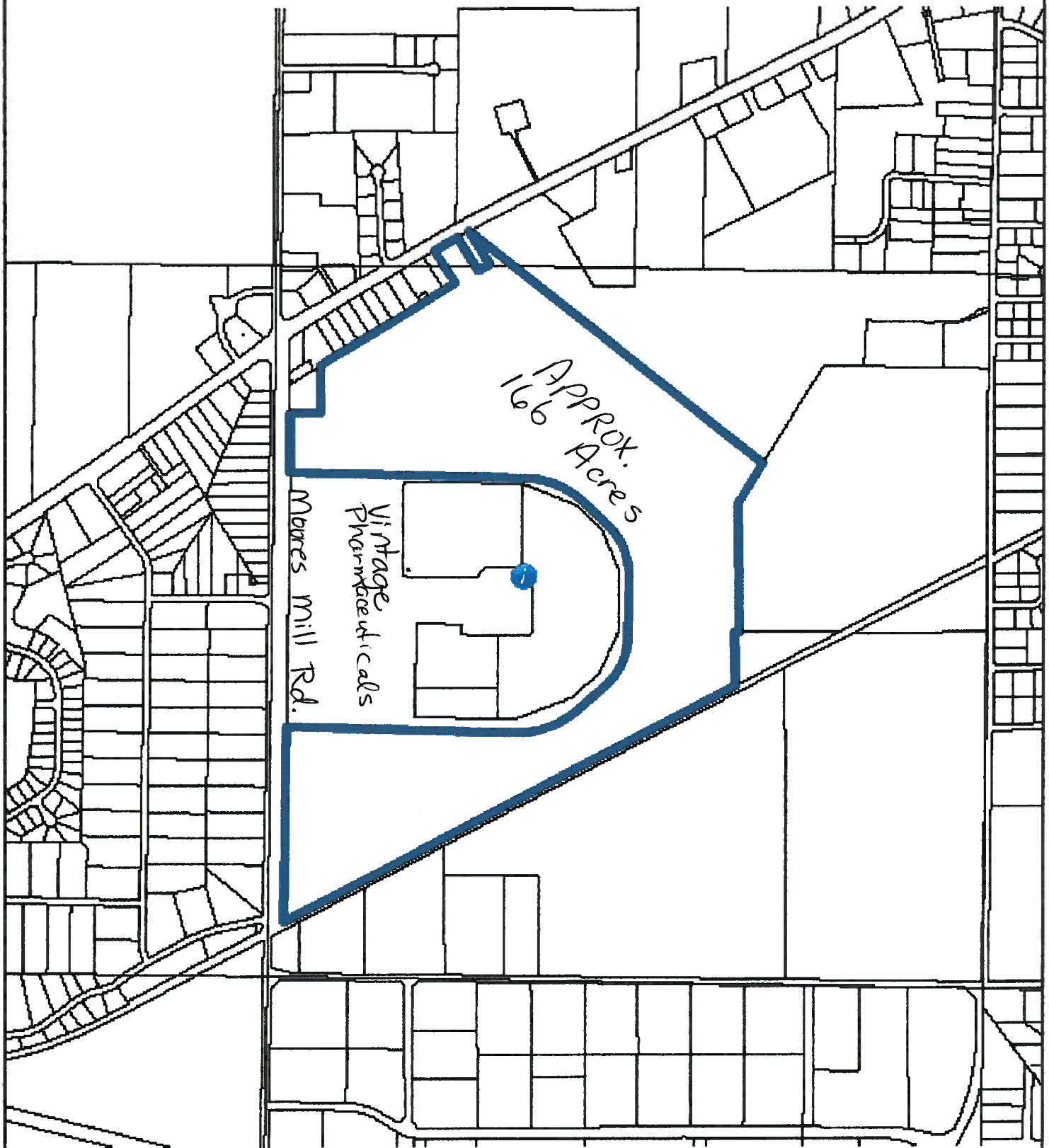
Mary A Hollingsworth
Notary Public
My Commission Expires: 3/28/15

Exhibit "A" - P. 1 of 2

Time: 2/12/2013 12:45:23 PM
Session: C:\Documents and Settings\kelly.davis\My Documents\DEW, Whitesburg & Superior.gts

COH Geographic Information Systems (GIS)

Fran Hamilton Tax Assessor Madison County

Exhibit "A" – P. 2 of 2

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