



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/24/2025

File ID: TMP-5430

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville, Alabama and Bice Farms, Inc., for the lease of approximately 134 acres of unimproved land generally located in the Vicinity of Moores Mill Road and Vintage Drive.

Resolution No.

Finance Information:

Account Number: No Cost to the City

City Cost Amount: No Cost to the City

Total Cost: No Cost to the City

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

License Agreement with Bice Farms, Inc. to provide for cutting of weeds, brush and undergrowth from the 134 acres of property located off of Moores Mill Road and Vintage Drive. Licensee will be allowed to harvest all usable hay in exchange for cutting entire property. No city funds involved.

RESOLUTION NO. 25-

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 between the City of Huntsville, Alabama and Bice Farms, Inc., for the lease of approximately 134 acres of unimproved land generally located in the vicinity of Moores Mill Road and Vintage Drive, to be used for agricultural purposes, and said lease being substantially similar in words and figures to that certain document attached hereto and identified as “License Agreement between the City of Huntsville, Alabama and Bice Farms, Inc., for the lease of approximately 134 acres of unimproved land generally located in the Vicinity of Moores Mill Road and Vintage Drive.” consisting of a total of three (3) pages plus one (1) additional page consisting of Exhibit “A”, and the date of April 24, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of April, 2025.

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

APPROVED this the 24th day of April, 2025.

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 24th day of April, 2025, and continue in full force and effect until December 31, 2025. (The Termination Date)

License Fee: The Property consists of approximately one hundred thirty-four (134) acres. Licensee expects to obtain usable hay from approximately 50 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 Licensees.

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. The City reserves the right to terminate this agreement at any time by providing written notice to Licensee. Upon receipt of such termination notice from the City, Licensee shall have thirty (30) days to vacate the Property and to remove all personal property and equipment.

Rights Reserved: It is understood that this property is owned by the City for development and that the license agreement is secondary to the development purpose. The City reserves the right to show the Property at any time to prospective purchasers or tenants, to permit prospective purchasers or tenants to come upon the Property to conduct such tests as it deems fit to determine the suitability of the land for its purposes, and to terminate this Agreement as to any or all of the Property at any time upon written notice to the Licensee. The City shall compensate the Licensee for any direct losses which may be sustained by the Licensee as a result of any such showing, testing or termination. Said direct losses shall include the actual cost of such items as herbicides. However, compensation shall not extend to such expenses as labor costs, insurance costs or loss of anticipated profits.

By signing this agreement, the contracting parties affirm, for the duration of the agreement, they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

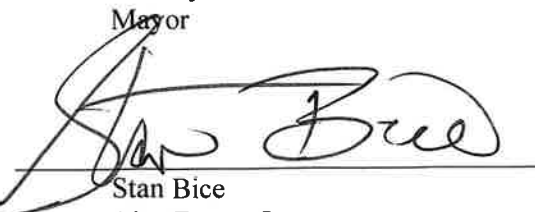
THIS DOCUMENT sets forth the entire agreement by and between the Parties. No Covenant, term or condition shall be binding upon either party hereto unless appearing herein.

IN WITNESS WHEREOF the Parties hereto have caused the License Agreement to be executed by their authorized and empowered representatives on this the 24th day of April, 2025.

ATTEST:

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Shaundrika Edwards
City Clerk

BY: _____
Tommy Battle
Mayor

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 Shaundrika Edwards, whose names as Mayor and Clerk, 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 _____, 2025.

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 2nd day of April, 2025.

Kelly W. Davis
Notary Public

My Commission Expires: 6/29/27



Exhibit "A" - Bice Farms License Agreement



3/25/2025, 11:42:02 AM



City of Huntsville, Alabama, Madison County, Alabama