



## City of Foley, AL

407 E. Laurel Avenue  
Foley, AL 36535

### Signature Copy

Resolution: 16-1185-RES

File Number: 16-0410

Enactment Number: 16-1185-RES

A resolution to authorize the Mayor to sign an agreement to use property west of the 10-plex sports fields.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to sign an agreement to use property west of the 10-plex sports fields contingent upon legal review.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2016.



President's Signature

Date

7-20-16

Attest by City Clerk

Date

7-20-2016

Mayor's Signature

Date

7/26/2016



## **Proposal for Usage of Vacant Land**

Site 1 property West of Ralph Schumacher Ln.

### **Benefits**

- Reduce costs of maintenance and upkeep by city departments.
- Increase accessibility and use by improving surface conditions.
- Create an aesthetically pleasing way to maintain property for future usage.

### **Course of Action**

- Planting of turfgrass by Sept. 1, 2016.
- Establishment and grow in period through Fall of 2016 and Spring of 2017.
- Grass and compacted surface ready for the Gulf Coast Balloon Festival in May 2017
- Maintenance and mowing continued through July and field allowed to produce seed in the Fall.
- Seed heads protrude 4-5 inches above grass surface, harvested within 50-60 and field returned to previous condition.





United States  
Department of  
Agriculture

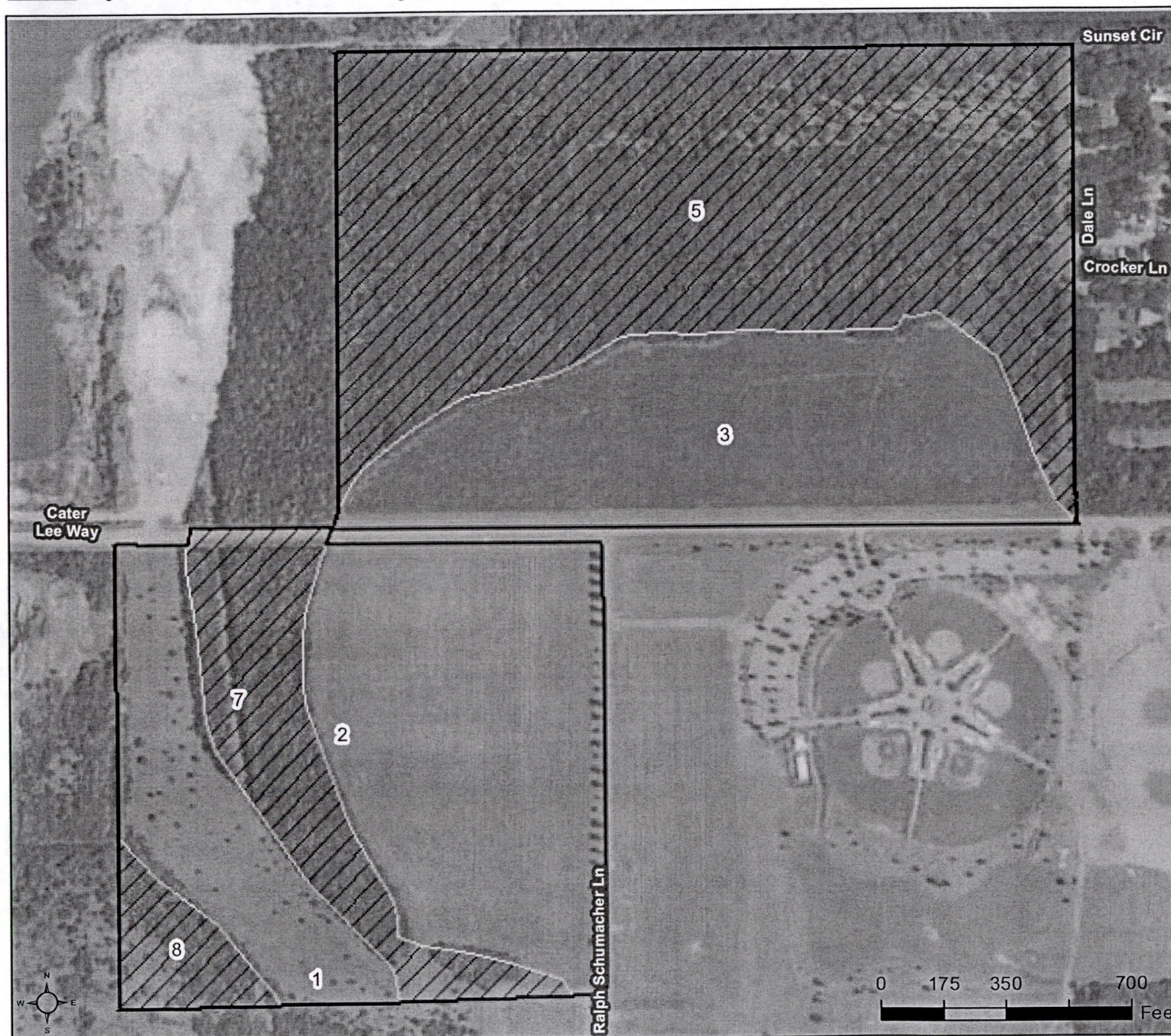
## Baldwin County, Alabama

**Farm 2478**  
**Tract 3690**

2016 Program Year

CLU	Acres	HEL	Crop
1	9.34	NHEL	
2	20.32	NHEL	
3	20.85	NHEL	
5	43.22	UHEL	
7	8.75	UHEL	
8	2.76	UHEL	

Page Cropland Total: 50.51 acres



Map Created March 22, 2016

Common Land Unit	
	Cropland
	Non-Cropland
	Tract Boundary

### Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

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STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**LEASE AGREEMENT**

This Lease Agreement (this "Agreement") is entered into this 31 day of August, 2016, but is effective as of September 1, 2016 by and between the City of Foley, an Alabama municipal corporation ("City"), and Griffiths Farms, Inc., an Alabama corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, City desires to lease to Tenant, and Tenant desires to lease from City those two certain portions of the real property located in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 30, Township 7 South, Range 4 East, Baldwin County, Alabama (exclusive of the public right of ways) measuring approximately 7.33 and 18.22 acres and which are cleared of trees, which are part of the tax parcel is identified as Tax Parcel Number 54-09-30-0-000-001.002, and which are depicted on **Exhibit A** which is attached hereto and by this reference made a part hereof (the "Leased Property").

**NOW THEREFORE**, in consideration of the premises and the mutual promises and agreements herein contained, City and Tenant agree as follows:

1. City does hereby lease the Leased Property to Tenant.
2. The term of this Agreement shall be for three (3) years commencing on the effective date. Tenant agrees to surrender possession and occupancy of the Leased Property peaceably at the expiration of this Agreement on August 31, 2019 or earlier termination as provided herein.
3. Tenant will use the Leased Property for growing centipede grass seed and no other purpose.
4. Tenant shall pay annual rental to the City as follows: \$1.00 due on September 1<sup>st</sup> of each lease year.
5. As additional rental, Tenant shall, at its expense:
  - Spray and remove the invasive grasses
  - Level the property
  - Convert the field to centipede grass
  - Maintain the grass and fields until harvest in approximately August/September
  - Harvest the seed off of grass
6. Tenant will maintain the Leased Property during the tenancy in as good condition as at the beginning, normal wear and tear excepted. Tenant will conduct his

operation in an efficient manner and will do the plowing, seeding, cultivating and harvesting in a manner that will conserve the Leased Property. At the expiration or termination of the term, the Leased Property shall be returned to the City with the centipede grass left in place (Tenant may not remove the grass at the end of the term).

7. During the term of this Agreement, Tenant agrees that the City may use the Leased Property for overflow parking for events such as the Balloon Festival provided that such use shall not conflict with Tenant's harvest.

8. Tenant shall not sublease or assign this Agreement without the written consent of City which may be withheld in the City's sole discretion.

9. Tenant shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 per person and \$1,000,000.00 as to each occurrence for bodily injury and property damage, satisfactory to the City. In addition, Tenant shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on the policies which shall be primary to any policies held by the City, and Tenant shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

10. Tenant agrees to indemnify, defend and hold harmless the City, its representatives, officers, agents, boards and employees from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, and any and all liability or damages which may be asserted against or incurred by the City, its representatives, officers, agents, boards and employees, arising out of or resulting from the Tenant's operations, acts or omissions that are in any way related to the rights, duties or obligations created by this Agreement. The indemnification by Tenant shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

11. In the event that Tenant violates any of the terms contained in Paragraphs 3 through 10, inclusive, any of which would be a material breach of this Agreement, the City may, in addition to any other remedy granted by this Agreement or by law, re-enter and terminate the tenancy granted hereunder upon the giving of fourteen (14) calendar day's written notice.

12. City reserves the right to enter the Leased Property at any reasonable time for purposes of: (a) consultation with Tenant; (b) making repairs, improvements and inspections, and (c) developing mineral resources. This right is also reserved to City's agents, employees, and assigns.

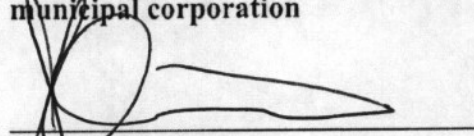
13. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon the parties, their heirs, successors, representatives or assigns.

14. This is the entire agreement between the parties concerning the Leased Property, and this Agreement may not be modified, extended, or amended except by a written agreement signed by both parties.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals on this 31<sup>st</sup> day of August, 2016.

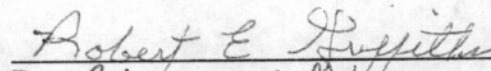
CITY:

**CITY OF FOLEY, an Alabama  
municipal corporation**

  
By: John Koniar  
As Its: Mayor  
Date: 8/31/2016

TENANT:

**GRIFFITHS FARMS, INC., an Alabama  
corporation**

  
By: Robert E. Griffiths  
As Its: President  
Date: 8-31-16















#### Overview



#### Legend

-  Main Highways
-  County Roads
-  Centerlines
-  Foley City Limits
-  County Mask
-  Foley City Limit Background
-  Parcels
-  Lot Lines
-  Streams and Creel
-  Lakes and Bays

PIN - 100367  
 Par Num - 001.002  
 Acreage - 39.192  
 Subdivision -  
 Lot -  
 Street Name -  
 Street Number - 0  
 Improvement -

Name - FOLEY ALABAMA, THE CITY OF  
 Address1 - P O BOX 1750  
 Address2 -  
 Address3 -  
 City - FOLEY  
 State - AL  
 Zip - 36536

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