

**RESOLUTION NO. 2015-51
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A LICENSE AGREEMENT WITH FERN
VALLEY FARM TO FARM PORTIONS OF THE ARDROSSAN PROPERTY**

WHEREAS, Richard Billheim d/b/a Fern Valley Farm ("Fern Valley") has been farming the Ardrossan Farm for over 25 years; and

WHEREAS, Fern Valley desires to continue to farm those portions of the Ardrossan Farm acquired by Radnor Township; and

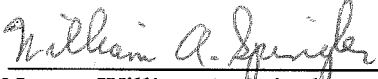
WHEREAS, the Township desires to keep the land in active farming operation and maintenance.

NOW, THEREFORE, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve an agreement with Fern Valley for a term of one year in accordance with the License Agreement attached hereto and incorporated herein as Exhibit "A".

SO RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 23 day of March, 2015.

RADNOR TOWNSHIP
BOARD OF COMMISSIONERS

By:


Name: William A. Spingler
Title: President

ATTEST: 

3.18.15

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made by and between ***RADNOR TOWNSHIP***, a Home Rule municipality, with offices located at 301 Iven Avenue, Wayne, PA 19087 (hereinafter referred to as "Township") and ***RICHARD BILLHEIM d/b/a FERN VALLEY FARM***, 567 Darby Paoli Road, Villanova, PA 19085 (hereinafter referred to as "Fern Valley").

WHEREAS, the Township acquired a portion of a certain property known as the Ardrossan Farm, consisting of 71 acres including three tracts, the Rye Field tract, the Quarry tract, and the Wheeler tract located near the intersection of Newtown Road and Darby Paoli Road in Radnor Township (hereinafter referred to as the "Property"); and

WHEREAS, Fern Valley has been farming a portion of the Property for over 25 years and has requested the Township that he be permitted to continue to farm a portion of the Property as described hereafter; and

WHEREAS, the parties agree that the continuation of farming activities will benefit the Township Property.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Fern Valley shall continue to farm the Property as follows:
 - a. Rye Field – hay and cattle grazing
 - b. Quarry Field – field corn
 - c. Wheeler Tract – cattle grazing

Fern Valley agrees in covenants to cultivate the property during the term of the license in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in the area.

2. Fern Valley shall obtain all necessary permits for any proposed farming activities upon the Township's Property in accordance with Township, State and Federal Rules and Regulations and Legislation. Fern Valley shall at all times be in compliance with its soil conservation plan approved by the NCRS.
3. Neither Fern Valley nor his agents shall perform any land clearing, tree removal, or other disturbance to the Property except as necessary to perform the farming activities described in this Agreement. Fern Valley shall

continue to perform roadside mowing along the Property and will maintain and repair all fences on the Property.

4. The term of this license shall be from March 1, 2015 to February 29, 2016 unless terminated sooner as provided herein.
5. Rent/License Fee – Fern Valley shall pay an annual license fee of \$1.00 upon approval of this license by the Radnor Township Board of Commissioners. Fern Valley may not assign this license or encumber any portion of the Property without the prior written consent of the Township.
6. Fern Valley will at all times utilize best management practices in conducting its farming operations and prior to any spraying, Fern Valley shall supply the Township with a copy of all licenses to use herbicides and pesticides. Fern Valley shall only spray such herbicides and pesticides as they are licensed to spray and all spraying shall be conducted by a person who is licensed to spray the herbicides and/or pesticides. Annually, Fern Valley shall provide a schedule of proposed herbicides and pesticides to the Radnor Township Director of Public Works. No chemicals, fertilizers or equipment may be stored upon the property except for equipment and vehicles used to farm the property. No spraying of herbicides or pesticides shall occur within 100 feet of a stream.
7. This license shall be renewed from year to year unless terminated by either party. Either party may terminate this license by giving sixty (60) days written notice.
8. Fern Valley agrees to pay all taxes levied and assessed against the premises as a result of its farming activities. Fern Valley may not make any alterations, additions, or improvements to the Property without the prior written consent of the Township.
9. In consideration of being permitted to farm the property, Fern Valley shall indemnify, release, and hold harmless the Township, its elected and appointed officials, and its employees from any and all losses, damages, claims, demands, actions or causes of action, including attorney's fees, for any damage to Property or injuries occurring on the Property arising out of Fern Valley's use of the subject Property under this License Agreement.
10. Fern Valley shall obtain a Certificate of Liability Insurance specifically naming the Township and its elected and appointed officials as additional insureds prior to use of the Property for the above purposes.

11. The terms and conditions set forth in this Agreement constitute the entire Agreement between the parties concerning its subject matter. This Agreement may not be amended except in writing signed by the parties to this Agreement.
12. Fern Valley is an independent contractor and is not an employee of the Township.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

TOWNSHIP:

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By:

William A. Spingler
Name: William Spingler
Title: Chairman

Date:

3/23/15

FERN VALLEY:

By:

Name: Richard Billheim
d/b/a Fern Valley Farm

Date: _____