

**CITY OF VALDEZ**  
**TEMPORARY LAND USE PERMIT AGREEMENT**

**Permit No. 25-05**

This Temporary Land Use Permit Agreement (hereinafter referred to as Permit) is entered into this 10<sup>th</sup> day of July, 2025 by and between the **CITY OF VALDEZ**, an Alaska municipal corporation (hereinafter referred to as "Valdez"), whose address is P.O. Box 307, Valdez, Alaska, 99686, and **THE FIREWEED 400, INC.**, (hereinafter referred to as "Permittee"), whose address is 11321 Polar Drive, Anchorage AK 99516

W I T N E S S E T H:

1. Permit. Valdez hereby grants to Permittee the right and privilege to be present upon the following described real property belonging to Valdez pursuant to the terms of this Permit Agreement:

**An Approximately 5.6-Acre Portion of 3100 Richardson Highway, Tract D ASLS 79-116 Gold Fields Softball Fields (See Exhibit "A")**

2. Term and Termination. Permittee may use the Property for the purposes set forth herein beginning on the **11<sup>th</sup> day of July, 2025 and continuing until the 13<sup>th</sup> day of July, 2025**. In no circumstance shall this Permit exceed six months in duration. The City of Valdez, may at its sole discretion terminate this Permit at any time for any reason with 30 days' written notice to Permittee. Permittee shall vacate the property within thirty days from receiving written notification from the City of Valdez.

3. Use. Permittee shall use the Property for parking and temporary camping, a beer garden, and a food truck area associated with the end of the Fireweed 400 bike race at a portion of the Gold Fields Softball Fields shown on Exhibit A. Operation of a beer garden under this Permit as shown in Exhibit A is conditional upon receipt of an approved AMCO permit. If AMCO permit is not received, a beer garden is not permitted at this Property. Set up and breakdown are scheduled to take place on July 12<sup>th</sup> and 13<sup>th</sup>. Use of the Property under this Permit shall not adversely impact

\$500,000 bodily injury disease policy limit

Waiver of Subrogation. For the purpose of waiver of subrogation, Permittee releases and waives all rights to claim or recover damages, costs or expenses against Valdez for any casualty of any type whatsoever in, on or about the Premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

7. Maintenance. Permittee agrees to maintain the property in a neat and orderly fashion. Upon termination of this Permit, Permittee agrees to leave the premises in a neat and clean condition.

8. Mechanic's Liens. Permittee shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Permit. Permittee agrees not to construct any permanent structures on the property.

9. Utilities. Permittee shall be solely liable for and shall timely pay when due all expenses and fees for all utilities used or consumed with respect to the Property. The Permittee shall be required to provide and maintain sanitary facilities to include, but not be limited to, port-a-potties and garbage dumpsters.

10. Exculpation of Valdez. Valdez shall not be liable to Permittee for any damage to Permittee or Permittee's property from any cause. Permittee waives all claims against Valdez for damage to persons or property arising from any reason.

11. Indemnity. Permittee shall hold the City of Valdez harmless from and against any and all damages arising out of any damage to any persons or property occurring in, on, or about the Property.

12. Condemnation. If during the term of this Permit there is any taking by condemnation of the Property or any interest in this Permit, this Permit shall terminate on the date of taking. Any condemnation award shall belong to and be paid to The City of Valdez, and Permittee hereby assigns to the City of Valdez Permittee's interest therein.

13. No Encumbrance or Assignment Permitted. Permittee shall not voluntarily encumber its interest in this Permit or in the Property or attempt to assign all or any part of the Property, or allow any other person or entity, except its authorized representatives, to occupy or use all or any part of the Property.

14. Default. The occurrence of any of the following shall constitute a default under this Permit by Permittee:

(a) Failure to pay fees when due, if the failure continues for fifteen (15) days after written notice for payment;

public access or Valdez operations. **No permanent structures shall be erected on the property; and no permanent alteration of the land shall occur.**

4. Permittee Not a Lessee. No legal title or leasehold interest in the Property shall be deemed or construed to have been created or vested in Permittee by anything contained herein. The purpose of this permit is to convey a non-possession interest by the City of Valdez to Permittee in that certain property (not to exceed two acres) described in paragraph 1 above. The City of Valdez shall maintain all right, title, and interest in that Property as fee simple owner thereof, and Permittee by virtue of this Permit has only the right and privilege to be present upon the Property and to make use of it for the purpose set forth in paragraph 3 above.

5. Fee. Pursuant to resolution #23-43 fees for this Agreement have been waived by Valdez City Council passed and approved August 15, 2023.

6. Insurance Requirement. The Permittee shall, at its own expense, purchase, maintain and otherwise keep in force the following insurance for the duration of this Agreement. The City shall be notified immediately prior to any termination, cancellation, or any other material change in such insurance. The Permittee shall provide the City a Certificate of Insurance prior to the commencement of any activity undertaken in connection with this Temporary Land Use Permit Agreement. Failure to provide adequate proof of insurance prior to the occupation of the Property will result in revocation of the Permit.

Event Liability Insurance: Covering the Permittee and the City for any and all claims for personal injury, bodily injury (including death) and property damage (including environmental degradation or contamination) arising from any activity occurring as a result of this Temporary Land Use Permit Agreement.

Minimum limits:	\$1,000,000 Each Occurrence \$100,000 Damage to Rented Premises \$5,000 Medical Payments \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations Aggregate
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The City of Valdez shall be included as an Additional Insured.

Workers' Compensation: Permittee shall maintain Workers' Compensation and Employer's Liability Insurance.

Minimum Limits:	1. Workers' compensation – statutory limit 2. Employer's liability: \$100,000 bodily injury for each accident \$100,000 bodily injury by disease for each employee
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- (b) Any default in or failure to perform any term, covenant, or condition of this Permit;
- (c) The cessation by Permittee of the operation of the Permittee's business located on the Property for a period of thirty (30) days;
- (d) The making of any assignments for the benefit of creditors of Permittee, the appointment of a receiver for Permittee's business, the entry of an Order for Relief as to Permittee under the United States Bankruptcy Code as now in effect or hereafter amended, the insolvency of Permittee, or any similar situation.

15. Remedies. In the event of any default by Permittee under the provisions of paragraph 14 of this Permit, all of Permittee's rights hereunder shall immediately terminate; and the City of Valdez may, in addition to any rights and remedies that it may be given by statute, common law, express agreement, or otherwise, enter and take sole possession and control of the Property.

16. Valdez' Entry on Premises. The City of Valdez shall have the right to enter the Property at any time and, in view of the fact this Permit constitutes a license on real property rather than a lease, shall at all times remain in possession of the Property.

17. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, and shall be addressed to the other party at the address set forth in the introductory paragraph of this Permit. Either party may change its address by notifying the other party of the change of address. Such notices shall be deemed given when mailed irrespective of whether or not they are received.

18. Modification, Amendment, Waiver. No delay or omission in the exercise of any right or remedy of the City of Valdez on any default by Permittee shall impair such a right or remedy or be construed as a waiver. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and authorized by both parties.

19. Governing Law/Jurisdiction. This Permit shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States, as applicable. The venue for all litigation arising out of or relating to this Agreement shall be Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

20. Miscellaneous. Time is of the essence with respect to each provision of the Permit, and it shall be binding upon and inure to the benefit of the parties, their heirs, assigns, and successors in interest. The enforceability, invalidity, or illegality of any provisions of this Permit shall not render the other provisions of this Permit unenforceable, invalid, or illegal.

21. Environmental Contamination. All fuel petroleum and other toxic products maintained, stored or used at the Property shall be stored no less than 100 feet away from the nearest surface waterbody, and contained and confined in a manner which prevents any spillage from entering the Property, including without limitation any surface waters. In the event of a fuel or other toxic product spill, Permittee shall immediately notify the Valdez office of the Department of Environmental Conservation of the same. Permittee shall be responsible for all costs associated with remediation in the event of spillage of toxic product on the property.

IN WITNESS WHEREOF the parties have caused this Permit to be executed by their duly authorized officers the day and year first above written.

CITY OF VALDEZ, ALASKA

PERMITTEE: FIREWEED 400, INC.

Signed by:  
 By: Kate Huber  
6D5C663D3C1E4C8  
 Kate Huber, Community Development Director

Date: 7/10/2025 | 10:26 AM AKDT

Signed by:  
 By: Sarah Radonich  
B7D0DE64040A402  
 Sarah Radonich, Director

Date: 7/10/2025 | 9:01 AM AKDT

Approved as to Form:  
 BRENA, BELL & WALKER, P.C.  
 Attorneys for the City of Valdez

By: Jon S. Wakeland  
 Jon S. Wakeland  
 ATTEST  
 By: Sheri L. Pierce  
 Sheri L. Pierce, MMC, City Clerk

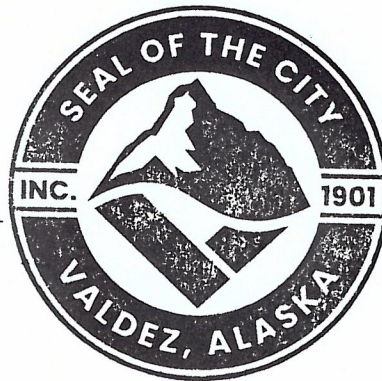


Exhibit "A"

