

## **TEMPORARY ACCESS AGREEMENT**

THIS TEMPORARY ACCESS AGREEMENT (“Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Valdez, Alaska (hereinafter, the “Grantor” or (“City”), and the Valdez City School District (hereinafter, the “Grantee”).

That, for and in consideration of an annual payment of Zero Dollars (\$00.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a non-exclusive license for temporary access to cross the Grantor’s property (hereinafter, the “Property”) located in the City of Valdez, Alaska as set forth in the attached Exhibit A and Exhibit B, which identifies the Property Access Trail (“Trail”).

Subject to the covenants and agreements set forth herein expressed, so that the Grantee may have access to the Property for the sole purpose of using the Property to cross over the Property for the term beginning the 16th day of January, 2026 and ending the 17<sup>th</sup> day of January, 2026. Grantor may mark the Trail with trail markings such as colored plastic tape and Grantee agrees that it and its volunteers and participants shall stay within trail markings when crossing the Property.

### **GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:**

1. This grant of access is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee’s sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee’s use of the Property hereunder. Grantee agrees to not interfere with any use in Property by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of access may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.

2. Grantor and Grantee agree that this Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the Parties.

3. Any notice required or permitted by this Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail with sufficient postage attached thereto:

**Grantor:**

**CITY OF VALDEZ  
212 Chenega Avenue  
Valdez, Alaska 99686**

**Grantee:**

**VALDEZ CITY SCHOOL DISTRICT  
PO Box 398  
Valdez, Alaska 99686**

Notice of change of address shall be treated as any other notice.

4. This Agreement shall be governed by the laws of the State of Alaska with venue in the Superior Court, Third Judicial District at Valdez, Alaska.

**A. GRANTOR EXPRESSLY COVENANTS:**

1. Grantee and Grantee's agents, assigns and successors shall have access at all times subject to this Agreement, to the extent of Grantor's authority to grant such access, and subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

**B. GRANTEE EXPRESSLY COVENANTS:**

1. Grantor shall have, during the continuance of this Agreement, the right to use the Property for any purposes, provided such use does not materially interfere with the license granted herein.

2. Grantee covenants to limit the use of the Property for the two ski race events held on January 16<sup>th</sup> and January 17<sup>th</sup>, 2026 for ski racing and race course set up, volunteer staging and for no other purposes whatsoever.

3. In the event Grantor shall, in the future, wish to grant easements or rights-of-way which encroach upon the license granted herein, Grantee expressly agrees and covenants it will consent to and not object to any such easements or rights-of-way.

4. Grantee shall make no permanent improvements on the Property. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee

does not remove the improvements within such 90-day period, Grantor shall have the option to either (1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or (2) consider such improvements shall be considered abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Agreement shall be by operation of law. If this Agreement is so terminated, consideration paid shall be forfeited.

5. Grantee may not use this grant of access for any purpose other than that which is specifically described herein and shall not otherwise violate the terms of this Agreement. Upon a determination of the by the City Manager that the Property is being or has been used by Grantee for any purpose other than stated herein or that Grantee has otherwise violated the terms of this Agreement, the Grantor may in its sole discretion terminate the Agreement. Upon termination of the Agreement all of the rights of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

6. Grantee agrees to comply with all rules, regulations and policies promulgated by Grantor pertaining to the use of the Property.

7. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its residents, members, guests, successors, assigns, agents or contractors or arising out of Grantee's use of the Property. Although not allowed by this Agreement, in the event that Grantee contracts for any work to be performed on the Property, Grantee agrees that it shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this Agreement.

8. Grantee shall obtain all necessary city, state, federal, or other required building permits.

9. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use

of the Property for the purposes set forth herein. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

10. Grantee shall maintain liability insurance as set forth herein naming the City as an additional insured party with a waiver of subrogation endorsement in favor of the City for the term of this Agreement and shall provide proof of the same prior to using the Property. Minimum insurance requirements are as follows:

a. General Liability: Covering the Grantee 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 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

b. Auto Liability (if applicable): Grantee shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos). Minimum Limits:

\$1,000,000 Combined single limit each accident.

11. Grantee shall deposit with the City of Valdez a copy or copies of the above insurance coverage together with appropriate evidence that the premiums thereupon have been paid. All such insurance of Grantee shall name the City of Valdez as an additional insured party and provide that the City of Valdez shall be notified at least thirty (30) days prior to any termination, cancellation, or material change in such insurance coverage. Such requirement for insurance coverage shall not relieve Grantee of any of its other obligations under this Agreement. For the purpose of waiver of subrogation, Grantee releases and waives all rights to claim or recover damages, costs or expenses against the City of Valdez for any casualty of any type whatsoever in, on or about the Property 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. Where workman's compensation insurance is required under state or federal law the City may require proof of such insurance.

12. If, in the sole discretion of Grantor, Grantee has violated any provision of this Agreement, Grantor may immediately terminate Grantees use of City Property under this Agreement and require immediate repair, replacement, or reimbursement of damaged property as provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Temporary Access Agreement to be executed the day and year first above written.

**GRANTOR:**

**CITY OF VALDEZ, ALASKA**

**GRANTEE:**

**VALDEZ CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Nathan Duval, City Manager

By: \_\_\_\_\_  
Todd Wegner, Athletic Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

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

By: \_\_\_\_\_  
Jon Wakeland

## EXHIBIT A



## Exhibit B

