

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT ("Agreement") is made and entered into this the ____ day of _____, 2022, by and between the City of Valdez, Alaska ("Grantor" or "City"), and Rydor Enterprises LLC., Camicia Creek Landholdings, LLC, and Brandon Reese (together "Grantee"). Grantor and Grantee are sometimes herein referred to individually as a "Party" and together as the "Parties."

A. THE PARTIES MUTUALLY COVENANT AS FOLLOWS:

1. 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, which identifies the Property Access Trail ("Trail").

2. Subject to the covenants and agreements set forth herein, Grantee may access the Property for the sole purpose of crossing over the Property for the term beginning the 1st day of January, 2022 and ending the 31st day of December, 2024. Grantor may mark the Trail with trail markings such as colored plastic tape and Grantees agree that they and their employees or guests shall stay within trail markings when crossing the Property.

3. 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.

4. 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.

5. Any notice required or permitted by this Agreement may be delivered in person, sent by registered or certified mail, return receipt requested, or sent by e-mail to the Party at the address as hereinafter provided. If sent by mail notice shall be effective when posted in the U.S. Mail with sufficient postage attached thereto: If sent by e-mail notice shall be effective upon acknowledgment of receipt by the receiving Party.

GRANTOR:

**ATTN: Mark Detter
CITY OF VALDEZ
PO BOX 307
VALDEZ, AK 99686
EMAIL:**

GRANTEE:

**ATTN: Ryan McCune
RYDOR ENTERPRISES LLC
PO BOX 3633
VALDEZ, AK 99686
EMAIL: Rydormccune@gmail.com**

**ATTN: NATE SMITH
CAMICIA CREEK
LANDHOLDINGS LLC.
PO BOX 2845
VALDEZ, AK 99686
EMAIL: 907snowcat@gmail.com**

**BRANDON REESE
PO BOX 2409
VALDEZ, AK 99686
EMAIL: Treesandpow@gmail.com**

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

6. 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.

B. GRANTOR EXPRESSLY COVENANTS:

1. Grantee shall have access at all times subject to this Agreement, and subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

C. 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. Use of the property shall not cause or contribute to water quality degradation, alteration of drainage systems, significant rutting, ground disturbance, or thermal erosion and shall not cause environmental degradation or contamination prohibited by state or federal law.

3. Grantee covenants to limit the use of the Property as follows:

a. Access to property owned by Grantee using a highway vehicle with a curb weight of up to 10,000 pounds, including a four-wheel-drive vehicle or pickup truck, or using a recreational-type vehicle off-road or all-terrain vehicle with a curb weight of up to 2,500 pounds, including a snowmobile/snowmachine (or other tracked vehicle), motorcycle or ATV.

b. Travel of construction and other heavy equipment with written approval from Grantor and subject to the insurance requirements set forth in Section C(11).

4. Grantee shall submit a written request for the uses identified in Section C(3)(b) to the Planning Director at least fifteen (15) days prior to the planned commencement of such use. The written request shall include a description of equipment, identify the portion or portions of the Property to be used, and the requested duration of use.

5. Grantee shall not allow access through the locked gate maintained by the City to third parties without prior written consent from the City, unless such access is directly associated with the performance of work under an approved building permit or development activity.

6. Grantee shall obtain all City, state, or federal permits required for construction or other activities on Grantee's property accessed under this Agreement.

7. In the event Grantor shall, in the future, wish to grant easements or rights-of-way that 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.

8. Grantee shall make no 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 abandoned, in which case the improvements shall become the property of Grantor.

9. Grantee may not use this grant of access for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the Agreement is automatically terminated, and 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 Grantor shall be a waiver of the operation or enforcement of this Paragraph.

10. Grantee agrees to comply with all rules, regulations and policies promulgated by Grantor pertaining to the use of the Property and agrees to obtain all required state or federal authorizations required for use of the Property.

11. 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. In the event that Grantee contracts for any work to be performed on the Property, subject to applicable permitting requirements, 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.

12. No clearing, brush disposal, or trail modification on the Property shall occur without the prior written approval of a plan for such activities by the Planning Director or designee.

13. For any period during which Grantee has received written authorization to engage in the use described in Section C(2)(b), 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. Grantee shall provide proof of insurance including the full insurance policy with endorsements in a form acceptable to the City prior to using the Property. Minimum insurance requirements are as follows:

a. General Liability: 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 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): Permittee 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.

Where workman's compensation insurance is required under state or federal law the City may require proof of such insurance.

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

[SIGNATURES TO FOLLOW]

GRANTOR:

CITY OF VALDEZ, ALASKA

By: _____
Sharon Scheidt, Mayor

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: _____
Jake W. Staser

GRANTEE:

**RYDOR ENTERPRISES, LLC,
CAMICIA CREEK LAND
HOLDINGS, LLC, AND BRANDON
REESE**

By: _____
Ryan McCune
Rydor Enterprises, LLC

Date: _____

By: _____
Nate Smith
Camicia Creek Landholdings, LLC

Date: _____

By: _____
Brandon Reese

Date: _____