

Right-of-Entry to AAHC as access to the trailer.

Alaska Avalanche Hockey Club (AAHC) owner Mark Lee is requesting Council approval to extend the placement of the ATCO trailer beyond the initial six months covered by the building permit.

The extension requested by Mr. Lee is for the time period from April 2011 until such time that a permanent 520 square foot locker room is constructed within the facility pursuant to the current AAHC contract. In the contract, the City agrees to provide a minimum of 520 square feet of space to be used by the AAHC as an equipment and storage area and locker room.

Administration recommendation: Approve action memorandum 11-026.

**LIMITED
RIGHT-OF-ENTRY**

WITNESSETH:

WHEREAS, the City of Palmer ("Grantor") hereby grants this Limited Right-of-Entry to Alaska Avalanche Hockey Club, LLC (AAHC) ("Grantee") as an extension to the placement of an ATCO Trailer on the property described in Appendix A.

NOW THEREFORE, the parties mutually agree as follows:

1. In consideration of the mutual benefits to be derived from the use of the ATCO Trailer, the City of Palmer, as the Grantor does hereby grant this Limited Right-of-Entry to AAHC, as the Grantee,
2. The Grantor does grant to the Grantee the right to enter upon the following described property for the purposes of using the ATCO Trailer as the locker room for the Alaska Avalanche Hockey team, said property being situated in the City of Palmer, Third Judicial District, Palmer Recording District, Alaska, and more particularly described in Appendix A.
3. This Limited Right-of-Entry will automatically expire within 12 months and is subject to extension of City Building Permit #2010-077 by the City Council pursuant to Palmer Municipal Code 15.08.3102.
4. This Limited Right-of-Entry is granted subject to the stipulations attached as Appendix B.
5. This Agreement is effective on the date signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GRANTOR'S SIGNATURE

DATE

GRANTEE'S SIGNATURE

DATE

ATTACHMENTS: Appendix A – Legal Description
Appendix B - Stipulations

Appendix A
Legal Description

Placement of ATCO Trailer as shown on site plan for City Building Permit #2010-077
on:

TR A – 2

Patterson Subdivision

Plat 83-152 filed in Book 669, Page 1 on 12/02/1991 Palmer Recording District, Third
Judicial District, State of Alaska

Appendix B

Stipulations

1. **Term.** This Limited Right-of-Entry is granted for a term of 12 months, commencing _____, 2011 and ending _____, 2012.
2. **Fee.** Grantee shall pay to the City, prior to the inception of this or any successive Limited Right-of-Entry, a fee of \$ 0 for every six-month period.
3. **Permitted Use, Personnel, Equipment and Materials.**
 - A. Permitted use is for the purpose of using the ATCO Trailer as the locker room for the Alaska Avalanche Hockey team.
 - B. Personnel, equipment and materials to be present on City land:

The granting of this permit does not allow access across private lands.

4. **Improvements.** No improvements shall be placed on the premises without the prior written consent of the City.
5. **Reservations.** City reserves the right to execute leases, rights of way, easements, permits, exchange agreements, sale agreements, permits and other lawful rights on or across the land covered by this permit, including but not limited to any such rights for mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same.
6. **Compliance with Applicable Laws.** Consultant shall be familiar with and at all times comply with any and all Federal, State and local laws and resolutions applicable to this Agreement.
7. **Hold Harmless and Indemnification.** Grantee shall save, hold harmless, indemnify and defend the City of Palmer and any of their officers, employees or agents, in their official and individual capacities, of and from any and all liability, claims, losses, damages, costs, and fees arising out of or alleged to arise out of, or directly or indirectly connected with, the operations of Grantee under this permit or arising out of the presence of any equipment, material, agent, invitee, contractor or subcontractor of Grantee. This Hold Harmless and Indemnification clause covers any claim, including any brought in any court or before any administrative agency, of any loss or alleged loss, and any damages or alleged damages asserted with respect to any violation or alleged violation of any state, federal or local law or regulation, including but not limited to any environmental law or regulation, any cultural properties law or regulation.

8. **Amendment.** This permit shall not be altered, changed or amended except by an instrument in writing executed by City and Grantee.
9. **Cancellation.** The violation by Grantee of any of the terms, conditions or covenants of this permit or the nonpayment by Grantee of the fees due under this permit shall at the option of the City be considered a default and shall cause the cancellation of this permit 30 days after Grantee has been sent written notice of such.
10. **Reclamation, Removal of Equipment, Materials, and Waste.** The Grantee agrees to reclaim those areas that may be damaged by activities conducted thereon. The Grantee agrees to remove from the City, no later than the end of the term of this permit, all equipment and materials it has placed or brought upon the land and to clean up and remove from the land any trash, waste, effluent, or other products used or brought upon the land in connection with this permit.
11. **Governing Law.** The laws of the State of Alaska and City of Palmer shall govern interpretation and enforcement of this Agreement.
12. **Venue.** For any claims or disputes arising out of, from, or relating to this Agreement shall be the Superior Court for the State of Alaska, Third Judicial District, located at Palmer, Alaska or, if a federal action, in the United States District Court for the Alaska District at Anchorage, Alaska.
13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by a reputable overnight courier, or delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or three business days following deposit in the U.S. Mail. Notices shall be directed to the parties at their respective addresses shown below, or at such other address as either party may, from time to time, specify in writing to the other in the manner described above:

Notice to Grantor: City of Palmer
ATTN: City Manager
231 W. Evergreen Avenue
Palmer, AK 99645

Notice to Grantee: Alaska Avalanche Hockey Club, LLC
ATTN: Mark Lee
1560 N. Legacy Lane
Palmer, AK 99645

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

GRANTOR: City of Palmer

GRANTEE: AAHC

By: Douglas B. Griffin
Its: City Manager

By: Mark Lee
Its:_____

ATTEST:

Janette Bower, MMC,
City Clerk