

Presented 9/14/98 H.

WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM No. 98-101

SUBJECT: Temporary Use Permit

PREPARED BY: Administration

DATE: 09/04/98

FOR AGENDA OF: September 14, 1998

SUMMARY:

FYI:

Attached is a memo from The Nature Conservancy regarding temporary use permit.

FISCAL IMPACT: No Yes, amount requested: \$

Fund:

RECOMMENDED ACTION: None


Reviewed by: SARAH PALIN, Mayor

Attachments: Memo from The Nature Conservancy

The Nature Conservancy of Alaska
421 West First Avenue, Suite 200
Anchorage, AK 99501
(907) 276-3133
(907 276-2584 (fax)

4 pages total

TO: Mike Kricber, Projects Administrator, City of Wasilla
FROM: Gretchen Hazen, The Nature Conservancy
SUBJECT: Temporary use permit

Randy Hagenstein asked me to work with you and our legal department to get a temporary use permit completed for your preliminary site work. Following is a 2-page document (plus your map as an attachment) for your review.

When you've had a chance to look it over, give me a call and let me know what you think. Also, I'll need to know the period for which the permit should be effective, so I can fill in those blanks before we get to the signing stage.

Thanks!
Gretchen Hazen

cc: Tim Krug
+ Council Packets
under "Communications"

TEMPORARY USE PERMIT

THIS TEMPORARY USE PERMIT (the "Permit") is made this 1ST day of SEPTEMBER, 1998 between the City of Wasilla, Alaska, a political subdivision of the State of Alaska, with an address at 290 E. Herning Avenue, Wasilla, AK 99654-7091, as permittee (the "Permittee"), and THE NATURE CONSERVANCY, a non-profit corporation organized and existing under the laws of the District of Columbia, as owner (the "Conservancy").

WHEREAS, the Conservancy is the owner of that certain real estate situated in Palmer Recording District, Third Judicial District, State of Alaska, which is more particularly described on the map in Exhibit B, attached hereto and made a part hereof (the "Subject Property");

WHEREAS, the Permittee desires to use the Subject Property as an area to perform preliminary site work in anticipation of performing work on South Church Road, and the Conservancy desires to allow Permittee to use the Subject Property for that purpose.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

1. Term. The term of this Permit shall be for 75 DAYS from SEPT 1 to Nov. 15, 1998 (the "Term"), unless terminated early or extended pursuant to the provisions contained in this Permit.

2. Permitted Usage. Permittee shall not make or permit any use of the Subject Property which will be unlawful, improper, or contrary to any applicable law or ordinance. Permittee shall be solely responsible, at its own cost and expense, to obtain any necessary governmental permits or approvals for its activities on the Subject Property and shall indemnify the Conservancy from any liability the Conservancy incurs therefrom. Permittee shall use and occupy the Subject Property for the purpose described above and no other. Permittee shall not employ any methods which would cause a significant adverse impact on the natural qualities of adjoining lands, and will employ methods to control adverse consequences from eroding soil.

3. Maintenance of the Property. Permittee shall not make any additions or alterations to the Subject Property without the Conservancy's written consent obtained in each instance. The Conservancy has approved the work to clear and grub the Subject Property. Permittee shall keep the Subject Property in its natural state, without disturbance whatever of plant or animal populations, except to the extent of permitted uses of the Subject Property by the Permittee.

4. Assignment. Permittee will not sublet the Subject Property nor any part thereof, nor transfer or assign this Permit, without obtaining advance written consent of the Conservancy in each case.

5. Termination. If Permittee defaults or otherwise violates the covenants and agreements set forth herein, then the Conservancy shall have the right to terminate this Permit. If it so elects, the Conservancy shall give Permittee written notification of its election to terminate the Permit, and the Permit shall be considered terminated. The Conservancy may then remove Permittee, its agents, employees and equipment, without prejudice to the Conservancy's other remedies at law or in equity.

6. Indemnification and Insurance. Permittee shall hold the Conservancy harmless from any and all manner of actions, claims, demands or suits incurred by the Conservancy in connection with Permittee's use of the Subject Property by Permittee, Permittee's guests, invitees, licensees or agents. Permittee shall obtain bodily injury and property damage liability insurance in a responsible company in an amount consistent with the custom and usage of the area.

7. Waiver. The waiver of one breach of any term, condition, covenant, obligation or agreement of this Permit shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Permit the day and year first above mentioned.

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By _____

Its _____

PERMITTEE:

THE CITY OF WASILLA, ALASKA, a political subdivision of the State of Alaska

By 

Its MAYOR 9-1-98

