

LAND USE PERMIT

THIS LAND USE PERMIT (Permit) is made this _____ day of _____, 2021 by and between the City of Nome, a Municipal Corporation (the City) and the Nome Rotary Club, a non-profit corporation, (Permittee).

The parties agree as follows:

1. **Premises and Term.**

- a. **Permitted Premises.** The city agrees to allow Permittee non-exclusive use of that certain area in the City of Nome, State of Alaska, Second Judicial District, Cape Nome Recording District commonly known as:

East End Park

(Premises), together with such right of ingress and egress which are reasonably necessary for Permittee's use of the Premises. The Premises are depicted generally in the drawing (block 38, 39, 40, 41 and 11 (lots 14-26) attached hereto as Exhibit A". This Permit is subject to the terms and conditions in this agreement, and this Permit is contingent upon approval or approvals of the Nome Common Council and shall have no binding effect until such approval or approvals are granted.

- b. **Term.** The term of this Permit shall be from July 1, 2021 to June 30, 2031 with an option for renewal unless terminated earlier in accordance with this agreement. This permit is revocable at the will of the City upon not less than thirty (30) days advance written notice to Permittee.

2. **Fee**

Permittee shall pay, during the entire term of this Permit and any extension thereof, ONE dollar (\$1.00) payable in full at the time of signing of this Permit.

3. **Compliance with laws and care of Premises/Indemnity.**

- a. Permittee shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the Premises, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Permittee agrees to defend, indemnify, and hold the City, its agents or employees, financially harmless (a) from the consequences or any violation of such laws, ordinances and/or regulations; (b) from all claims for damages on account of injuries, death or property damage resulting from such violation; and (c) from all claims for damages to the Permittee or a third-party arising out of Permittee's use and operation of the Premises for a public park and picnic area provided that such damage is not caused by the City's negligence.
- b. Alcohol use will be regulated by local laws.

4. **Maintenance Obligations.**

- a. Permittee shall co-maintain with the City of Nome yearly clean-up of the area.
- b. Permittee shall co-maintain with the City of Nome yearly maintenance of the east end park and report any major items to the City personnel.

5. **Permittee's Rights.**

Permittee shall have the following rights during the term of this Permit:

- a. To construct and co-operate a typical picnic site on the Premises, subject to prior approval of the City Manager;
- b. To make necessary repairs and replacements in cooperation with the City of Nome Parks and Recreation Department to the Premises and to any improvements constructed thereon;
- c. Will look at future funding opportunities for the site with the approval of the City Manager.
- d. All structures, fixtures and improvements placed become the property of the City at the expiration of the Permit or any extended term, unless removed by Permittee within three-hundred (300) days after the expiration or termination of the Permit.

6. **Discrimination Prohibited.**

Permittee will not discriminate in the conduct of its permitted activities on the Premises on the grounds or race, color, religion, national origin, ancestry, marital status, disability, age or gender.

7. **Use of Premises.**

The Premises will be open to the public.

8. **Notices**

Any and all notices required or permitted under this Permit, unless otherwise specified in writing by the party whose address is changed, shall be addressed as follows:

The City: City of Nome
PO Box 281
Nome, Alaska 99762
Attn: City Manager

Permittee: Nome Rotary Club
PO Box 275
Nome, Alaska 99762
Attn: President

9. **Rights or Remedies**

No right or remedy herein conferred upon or reserved to the City is intended to be exclusive or any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

10. **Assignments**

Permittee shall not assign this permit without prior to written consent of the City. Permittee's request to assign must be in writing and must show the name and address of the proposed assignee.

11. **Integration and Modification**

This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Permit or the performance of either party hereto and merged and integrated into the terms of this document. This Permit may not be modified or amended except by a written statement signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a written statement signed by both parties hereto.

DATED this _____ day of _____, 2021

CITY OF NOME

BY: _____

Glenn Steckman

ITS: CITY MANAGER

DATED this _____ day of _____, 2021

NOME ROTARY CLUB

BY: _____

Adam Lust

ITS: PRESIDENT

STATE OF ALASKA)
)ss.
SECOND JUDICIAL DISTRICT)

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared Adam Lust the President of Nome Rotary Club and acknowledged this instrument to be a free and voluntary act and deed of the named Permittee for the uses and purposes herein mentioned, and on oath stated that he/she was authorized to execute this instrument.

WITNESS my hand and official seal the day and year last above written.

Notary Public for Alaska
My commission expires:

STATE OF ALASKA)
)ss.
SECOND JUDICIAL DISTRICT)

On this _____ day of _____, 2021, before me, a Notary Public in and for the State of Alaska duly commissioned and sworn as such, personally appeared Glenn Steckman, to me known to be the City Manager of the City of Nome, and known to me to be the person who executed this instrument on behalf of the City of Nome.

WITNESS my hand and official seal the day and year last above written.

Notary Public for Alaska
My commission expires: