

AMENDMENT #1 TO CTMA 2021-01

RECITALS:

- WHEREAS, Ordinance 2021-09 authorized a community trail management agreement to Trail Manager for trails located across KPB land in the Homer area; and
- WHEREAS, KPB and Trail Manager entered into a community trail management agreement dated April 21, 2021 and serialized as CTMA 2021-01 (the "CTMA"); and
- WHEREAS, Trail Manager maintains the Watermelon Trail across KPB and state land and applied for a public access easement from the State of Alaska; and
- WHEREAS, the State of Alaska granted Trail Manager a public access easement through ADL 233843; and
- WHEREAS, Resolution 2022-054 approved the acquisition of a public access easement from the State of Alaska for the Watermelon Trail; and
- WHEREAS, ADL 233843 names KPB as the Grantee; and
- WHEREAS, Ordinance 2023-XX authorized an amendment to expand the scope of the CTMA and assign management and all responsibilities, obligations and duties required of KPB under ADL 233843 to Trail Manager.

NOW THEREFORE, KPB and Trail Manager agree to amend Sections IV, VII and XIV of the CTMA as follows:

IV. Location & Corridor Intent

This CTMA is applicable only to lands owned by the Kenai Peninsula Borough **and ADL 233843, a public access easement across state land**, in the locations shown in the Trail Management Plan. Each trail is considered to have an accompanying management corridor, generally 25-feet on each side of the trail, available for management of ancillary support of the physical trail and trail uses. Purposes of management corridors include vegetation management, views, resting areas, sign locations, and buffering. Management corridors may vary in width in consideration of the nature of the trail facilities, adjoining uses, terrain, vegetation types, and property interests. A reasonable effort will be made through the Trail Management Plan to communicate intended corridor areas where different from the general standard for width.

VII. Rules, Regulations, and Safety

F. Pursuant to Ordinance 2023-XX, Trail Facilities under this CTMA include the portions of Watermelon Trail within State of Alaska Public Access Easement ADL 233843. Trail Manager is responsible for management and to meet all obligations required in ADL 233843.

XIV. GENERAL CONDITIONS

I. **Reference to ADL 233843. ADL 233843 is incorporated by reference. Pursuant to Section XIII, the Trail Manager indemnifies, defends, saves and holds KPB, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from the Trail Manager's performance or failure to perform in accord with the and conditions of ADL 233843 in any way whatsoever.**

J. **The Trail Manager agrees to undertake all responsibilities, obligations and duties required of the Grantee under ADL 233843.**

All other terms and conditions remain in full force and effect.

Dated this ____ day of _____, 2023.

KENAI PENINSULA BOROUGH:

Mike Navarre, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Michelle Turner, CMC
Acting Borough Clerk

A. Walker Steinhage,
Deputy Borough Attorney

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2023, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

SNOMADS, INC.

Dave Mastolier, President

Shelly Erickson, Secretary

NOTARY ACKNOWLEDGEMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2023, by Dave Mastolier, President of Snomads, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2023, by Shelly Erickson, Secretary of Snomads, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____