

## **E. NEW BUSINESS**

- 4. Ordinance 2023-06: Approving an amendment to Snomads Community Trail Management Agreement.**

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

TO: Brent Johnson, Assembly President  
Members, Kenai Peninsula Borough Assembly

THRU: Mike Navarre, Mayor *MN*  
Robert Ruffner, Planning Director *SR*  
Marcus Mueller, Land Management Officer *mam*

FROM: Julie Denison, Land Management Technician *JD*

DATE: January 26, 2023

RE: Ordinance 2023-\_\_\_\_, Approving an Amendment to Snomads Community Trail Management Agreement (Mayor)

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Watermelon Trail primarily crosses State and Borough-owned lands. Snomads maintains the multi-use trail over Borough land as authorized under a Community Trail Management Agreement (“CTMA”). Snomads applied for an easement to the State of Alaska for the portions of the trail on State-owned land. The State of Alaska granted the easement through ADL 233843. Under ADL 233843, the Borough is named as Grantee. Issuance of the easement requires the Grantee to undertake certain obligations, which Snomads is currently working towards completing.

This Ordinance authorizes an Amendment to the CTMA to incorporate the Watermelon Trail easement across State-owned land and assigns all responsibilities, obligations and duties of the Grantee arising from ADL 233843 to Snomads.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	02/07/23
Hearing:	02/21/23
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2023-**

**AN ORDINANCE APPROVING AN AMENDMENT TO SNOMADS COMMUNITY  
TRAIL MANAGEMENT AGREEMENT**

- WHEREAS,** Ordinance 2021-09 authorized a Community Trail Management Agreement (“CTMA”) to Snomads, Inc. (“Snomads”) for trails located across Kenai Peninsula Borough (“Borough”) owned land in the Homer area; and
- WHEREAS,** Snomads maintains the Watermelon Trail across Borough and State of Alaska (“State”) owned land and applied to the State for an easement across State land under ADL 233843; and
- WHEREAS,** Resolution 2022-054 approved the acquisition of a public access easement from the State for the Watermelon Trail; and
- WHEREAS,** ADL 233843 and related early entry authorization require the Borough to perform certain activities in consideration of the grant of easement, which Snomads is currently working towards accomplishing; and
- WHEREAS,** the purpose of the amendment is to expand the scope of Snomads’ CTMA to include ADL 233843 and to assign management and all responsibilities, obligations and duties required under ADL 233843 to Snomads; and
- WHEREAS,** Snomads has demonstrated its ability to obtain grants, manage and improve trails to provide outdoor recreational opportunities for the benefit of the public; and
- WHEREAS,** the Borough Planning Commission, at its regularly scheduled meeting of February 13, 2023, recommended \_\_\_\_\_;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the mayor is authorized to amend CTMA 2021-01 with Snomads, Inc. to include Watermelon Trail Public Access Easement ADL 233843 and assign management and all responsibilities, obligations and duties required under ADL 233843 to Snomads, Inc.

**SECTION 2.** That the mayor is authorized to execute any documents necessary to effectuate this ordinance.

**SECTION 3.** That this ordinance shall become effective upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \* 2023.**

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Brent Johnson, Assembly President

ATTEST:

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Michele Turner, CMC, Acting Borough Clerk

Yes:

No:

Absent:

## **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.**



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: \_\_\_\_\_

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL 233843  
Public Access Easement  
Kenai Peninsula Borough

This easement is granted this XXth day of MONTH, YEAR, by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 550 West 7<sup>th</sup> Avenue, Suite 900C, Anchorage, AK 99501, hereinafter referred to as the Grantor. This easement is granted to the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, hereinafter referred to as the Grantee.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public access easement is hereby granted for an indefinite term for the construction, operation, and maintenance of an existing public multi-use trail and related infrastructure. This easement is located near Homer, AK, over and across the following described state lands:

Within applicable portions of Sections 10, 11, 15, 21, 22, 28, and 29, Township 4 South, Range 12 West, Seward Meridian, Sections 2, 3, 10, 15, 16, and 22, Township 5 South, Range 13 West, Seward Meridian, in the Homer Recording District. The easement is XXXX feet in length and XX feet in width for a total of XX.XX acres, more or less. The easement is depicted As-Built Survey EPF XXXXXX, recorded concurrently as Plat # \_\_\_\_\_, Homer Recording District.

This easement is subject to the terms and conditions contained herein.

In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.



This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the conditions of this easement including all attachments and documents that are incorporated by reference, the Grantee is authorized to operate and maintain said easement over and across lands herein described. In witness whereof, the Grantor and the Grantee have affixed their signatures on the date(s) specified herein.

[SIGNATURE PAGES FOLLOW]

**GRANTOR**

\_\_\_\_\_  
Samantha Carroll, Natural Resource Manager 3  
Southcentral Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires with office

**GRANTEE**

\_\_\_\_\_  
Charlie Pierce, Mayor  
Kenai Peninsula Borough

STATE OF ALASKA            )  
  ) ss  
\_\_\_\_ Judicial District        )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: \_\_\_\_\_

WHEN RECORDED, RETURN DOCUMENT TO:  
Department of Natural Resources  
Division of Mining, Land and Water  
550 West 7<sup>th</sup> Avenue, Suite 900C  
Anchorage, AK 99501

### Stipulations:

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
4. **Development Plan:** Development shall be limited to the authorized area, improvements, and maintenance activities specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
5. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
6. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation.

No public access easement may be terminated without the prior written approval of DMLW.

7. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
8. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust

Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.

- 9. Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
- 10. Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.
- 11. Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
- 12. Removal of Improvements and Site Restoration:** Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area
- 13. Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.
- 14. Assignment:** In the event the grantee desires to transfer their interest in this authorization to another party the grantee shall submit in writing to the AO a request for assignment. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment. The grantor reserves the right to require an assignment between the grantee and another party in the event of a change in corporate ownership, LLC/LLP membership or name change. Notwithstanding other requirements described in this authorization, assignments shall be restricted to those entities that are also eligible to obtain an authorization under the same statutory authority in which this authorization was issued.
- 15. Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
- 16. Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.

- 17. Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
- 18. Operation of Vehicles:** Vehicles shall be operated without disturbing the vegetative mat and underlying substrate.
- 19. Surface Drainage:** Adequate culverts shall be installed to maintain surface drainage and to prevent ponding and/or erosion.
- 20. Site Disturbance:**
- Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.
  - Brush clearing is allowed, but shall be kept to the minimum necessary to conduct or complete the authorized activity. Removal or destruction of the vegetative mat outside of the authorized area is not allowed.
  - The Grantee shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the Grantee's expense.
- 21. Ground Disturbance and Repair:** Grantee will refill holes, trenches and surface depressions resulting from development or maintenance activities with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.
- 22. Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.
- 23. Fuel and Hazardous Substances:**
- No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty.
  - Signs: Trail signs may be posted within the easement corridor only. Flexible signposts shall be used.
- 24. Performance Guaranty:** The requirement of a performance guaranty for this authorization is met by the self-bonding of the Grantee, who is a state agency. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation.

- 25. Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
- 26. In Lieu of Indemnification:** In connection with the entry on or use of assigned lands, subject to the limitations and provisions of AS 09.50.250-.270 and AS 37.05.170, the Grantee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the contractor's performance of the contract, except when the proximate cause of the injury or damage is the State's sole negligence.
- 27. Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
- 28. Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
- 29. Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- 30. Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
- 31. Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
- 32. Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

**33. Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

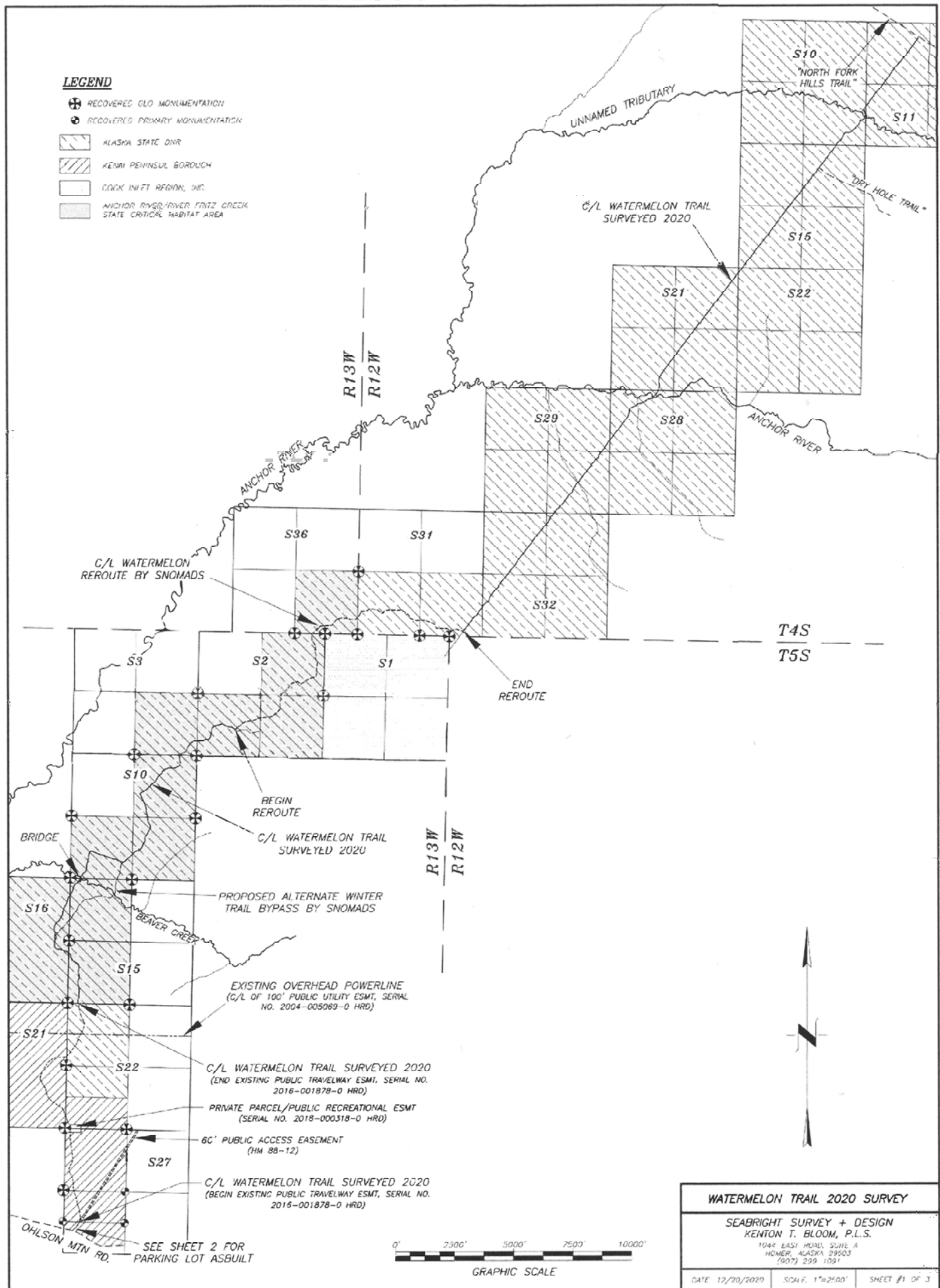
If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. To report a spill outside of normal business hours, call toll free 1-800-478-9300 or international 1-907-269-0667.

Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8528; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero@alaska.gov](mailto:dnr.sero@alaska.gov), (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.



## ADL 233843: Attachment A



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER

ADL 233843  
Public Access Easement  
Watermelon Trail Improvements

**Entry Authorization**

The Kenai Peninsula Borough, herein known as the Grantee, is issued this Entry Authorization for the use of state land within:

**Legal Description:**

Applicable portions of Sections 10, 11, 15, 21, 22, 28, and 29, Township 4 South, Range 12 West, Seward Meridian, Sections 2, 3, 10, 15, 16, and 22, Township 5 South, Range 13 West, Seward Meridian, as further described in the Regional Manager's Decision for ADL 233843 dated June 28, 2022, and as depicted in Attachment A.

**This Entry Authorization is issued for the purpose of authorizing the following:**

Constructing, surveying, operating, and maintaining an existing public multi-use trail and related infrastructure.

This authorization is effective beginning \_\_\_\_\_ and ending \_\_\_\_\_, unless sooner terminated.

**Stipulations:**

- 1. Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
- 2. Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
- 3. Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
- 4. Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.

5. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance, the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
6. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
7. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
8. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state-owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
9. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
10. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
11. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
12. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

13. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.
14. **Indemnification:** In connection with the entry on or use of these lands, subject to the limitations and provision of AS 09.50.250-270 and AS 37.05.170, the Grantee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries sustained by any person or property arising directly or indirectly from the construction of the contractor's performance of the contract, except when the sole proximate cause of the injury or damage is the State's negligence.
15. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored in the authorized area without prior written approval from the AO.
16. **Insurance:** Insurance is not required. The AO reserves the right to require insurance during the term of this authorization. If required, insurance of a type and in an amount acceptable to the AO, must be provided and remain in place during the term of this authorization. The type and amount of insurance may be adjusted to reflect updates and changes in the associated project.
17. **Removal of Improvements and Site Restoration:** Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area.
18. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user. The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.
19. **Performance Guaranty:** A performance guaranty is not required. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation.
20. **Extensions:** The AO may approve a written request to extend this authorization if additional time is necessary to meet its requirements. The written request must certify that there have been no changes to the approved development plan and be received at least 30 days before the expiration date of this authorization. Additional fees may be required.
21. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes, and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an

opportunity to cure any such violation. No public access easement may be terminated without the prior written approval of DMLW.

- 22. Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. To report a spill outside of normal business hours, call toll free 1-800-478-9300 or international 1-907-269-0667. Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8528; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero@alaska.gov](mailto:dnr.sero@alaska.gov), (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

- 23. Returned Check Penalty:** A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
- 24. Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
- 25. Fees:** Land use fees for this authorization are waived in accordance with 11 AAC 05.020 (b).
- 26. Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization in a manner prescribed by the AO.
- 27. Annual Report:** An annual report shall be submitted by December 15 of each year outlining work completed that year, work to be completed next year, and anticipated construction completion timeframe.
- 28. Post Construction Reporting:** A report shall be submitted to the AO by December 15 in any year wherein construction activities occurred that describes the changes made to improvements within the easement during the preceding year. The report shall include photos of all portions of the easement and infrastructure therein that were the focus of construction activities that would be readily accessible to DMLW personnel during a site inspection.
- 29. Waste Disposal:** On-site refuse disposal is prohibited unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this



authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and discarded equipment.

- 30. Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.
- 31. Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein.
- 32. Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
- 33. Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.
- 34. Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
- 35. Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
- 36. Choice of Venue:** This authorization shall be construed under the laws of the State of Alaska. The Grantee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this authorization.
- 37. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the Grantee by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the Grantee to take corrective action.

- 38. Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.
- 39. Survey:** The Grantee shall submit a record of survey format as-built acceptable to the standards of the Survey Section prior to the expiration of this Entry Authorization. The Grantee is required to submit a preliminary draft as-built survey one year prior to the expiration of this authorization to allow adequate time for the State's review and approval of a final as-built survey. The final easement will not be issued until the survey has been approved by the DMLW.
- 40. Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

Any correspondence on this authorization may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Southcentral Regional Land Office, 550 West 7<sup>th</sup> Avenue, Suite 900C, Anchorage, AK 99501, (907) 269-8503.

I have read and understand all of the foregoing and attached stipulations. By signing this authorization, I agree to conduct the authorized activity in accordance with the terms and conditions of this authorization.

Signature of Grantee or Authorized Representative	Title	Date
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Grantee's Address	City	State	Zip
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Contact Person	Primary Phone	Alternate Phone
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Signature of Authorized State Representative	Title	Date
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**REQUEST FOR AMENDMENT OR MODIFICATION TO  
TRAIL MANAGEMENT PLAN  
FOR PUBLIC TRAILS ON BOROUGH LAND  
LAND MANAGEMENT DIVISION**

**TRAIL MANAGER:**

**Organization Name:** Snomads Inc. (501c4), Caribou Hills South Mulituse Trail System

**Address:** PO Box 3646

**City/State/Zip:** Homer AK 99603

**Phone:** 907-399-1775

**Email:** snomads@gmail.com

**Web Address:** snomadsonline.org

*Please anticipate a minimum of sixty (60) days to review the submittal. Amendments or modifications may be approved administratively when they are consistent in nature with the standing agreement. Major amendments or modifications require approval by the assembly.*

1. Describe the purpose and location of the proposed modification or amendment, including timetable. Attach additional pages as necessary (add additional pages if needed):

Snomads is submitting Amendment-3, so named: "Watermelon Trail Easement Grantee (KPB)

Request" to CTMA 2021-01, dated 21 Apr 2021. Enclosures are provided to Amd-3

detailing changes to the Snomads Trails Management Plan, with attachments for review,

comment & approval of the KPB. This Trail Easement was previously indentified


as a 'Long Term Goal' in the base CTMA 2021-01 agreement between KPB and Snomads.

The AK DNR SCRO Easement Div has recently issued a draft Easement and Entry Auth

for the Watermelon Trail, and has honored the Snomads request to have the KPB be listed as

the Grantee for the Easement. Snomads requests that KPB adopt a resolution to accept the

responsibility for this Trail Easement (KPB as Grantee), and assign Management to Snomads.

2. Attach a map or other drawing depicting the location of the proposed modification or amendment. *Map attached* 

Per section V(B) of CTMA No. 2021-01, Amd-3, Snomads Inc., CHS Multituse Trail System  
*Agreement #* *Trail Manager*

Hereby requests consideration of the proposed amendments or modifications.

David Mastolier, President, Snomads Inc.

*President or Vice President Name (Print)*

  
*Signature*

Doug Inglis, Vice President, Snomads Inc


*Secretary or Treasurer Name (Print)*

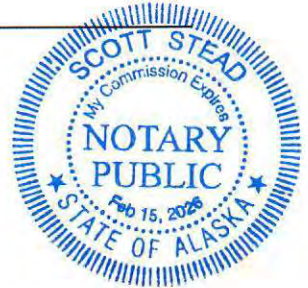
  
*Signature*

### NOTARY ACKNOWLEDGMENTS

STATE OF ALASKA           )  
   ) ss.  
 THIRD JUDICIAL DISTRICT   )


The foregoing instrument was acknowledged before me this 22 day of July  
 2022, by David Mastolier, the President of,  
   *Name* *Title*  
 an Alaska non-profit corporation, for and on behalf of the corporation.

  
 Notary Public for State of Alaska  
 Commission Expires: 15 FEB 2026



STATE OF ALASKA           )  
   ) ss.  
 THIRD JUDICIAL DISTRICT   )

The foregoing instrument was acknowledged before me this 22 day of July  
 2022, by Doug Inglis, the Vice President of,  
   *Name* *Title*  
 an Alaska non-profit corporation, for and on behalf of the corporation.

  
 Notary Public for State of Alaska  
 Commission Expires: 15 FEB 2026



**CTMA 2021-01 Amendment 3, Watermelon Trail Easement Grantee (KPB)****Request, July 2022***(Amends Original CTMA 2021-01, Apr 21)*

**TRAIL MANAGEMENT PLAN**  
**FOR PUBLIC TRAILS ON BOROUGH LAND**  
**Caribou Hills South (CHS) Trail System**

**TRAIL MANAGER:****SNOMADS, Inc.****PO Box 3646****Homer AK 99603**[snomads@gmail.com](mailto:snomads@gmail.com)[www.snomadsonline.org](http://www.snomadsonline.org)**SUMMARY OF PROPOSED ACTIVITIES (Check All That Apply)****SEASONS OF TRAIL MANAGEMENT**☐ Winter   ☐ Summer   ☒ Year Round**TRAIL WIDTH (Typical)**☐ Under 5 Feet☐ 5-10 Feet☒ 10-20 Feet**TRAIL MAINTENANCE ACTIVITIES**☒ Periodic Brushing/Clearing☒ Grading☒ Snow Grooming☒ Erosion Controls**TRAIL IMPROVEMENTS**☒ Trailheads☒ Parking Area☒ Loading/Unloading Area☒ Signs☐ Sanitation (Trash/Outhouse)☒ Picnic Area☒ Shelters☒ Culverts☒ Bridges☐ Stairs☒ Gates & Bollards☒ Hardening☒ New Trails**TRAIL ADMINISTRATION**☒ Competitions/Sponsored Events☒ Grants☒ Signage☒ Equipment Storage Facilities**TRAIL ACTIVITIES****Motorized:**☒ ATV☒ Snow Machines**Non-Motorized:**☒ Dog Sleds☒ Skiing☒ Snowshoeing☒ Skijoring☒ Sledding☒ Hiking☒ Biking☒ Walking/Running☐ Biathlon☒ Horses☒ Pet Friendly☒ Other:**Water Access**☐ Landing Area

1. **Long Range Goals:** As per Agreements, Partnerships and Easements, Snomads seeks to inform KPB of its plans and intentions. KPB acceptance of this amendment will authorize DNR issuance of a Public Outdoor Recreational Easement for the Watermelon Trail to KPB, who will be listed as the Easement "Grantee" of record (co-management with DNR), and authorizes its inclusion into CTMA 2021-01 for Trail Management to Snomads for both short and long term Management/Maintenance of the Watermelon Trail: (Para 1a, 1b): DNR ADL-233843

- a. The Watermelon Trail (and its parking lot), is one of the major arterial trails providing Multiuse access to the Caribou Hills South Trail System. Snomads has applied for a Public Recreation Trail Easement for the Watermelon Trail, in its entirety, (ref: DNR ADL 233843). A goodly portion of this trail and parking lot already exists on KPB lands, managed by the KPB LMD, with Snomads as the Trail Manager (ref: CTMA 2021-01), so the KPB is already a tenant stakeholder. The Alaska DNR South Central Regional Office (SCRO) Easement Division has recently issued a preliminary or draft Easement (unsigned) and Entry Authorization (also unsigned), with the KPB listed as the 'Grantee' (at Snomads request) for the rest of the trail. It is our understanding that DNR requires KPB acceptance of the "KPB Grantee" status for the Trail Easement and Entry Authorization in the form of a fully executed KPB Resolution to continue their processing.

Snomads recognizes the importance of establishing a permanent legal status for trails in the form of permanent Easements, to ensure that access and the resource is available for generations to come. It is equally important to establish a viable long term management and maintenance structure and system with the legal authority to properly manage and maintain the resource. When Trail Use Permits or Easements are applied for on Public Lands, DNR requires the applicant to do the work, and pay the fees, and in the case of Easements, generally issues it to themselves (DNR) as the 'Grantee', on behalf of the public. It is Snomads intent to consolidate management of the numerous stakeholders that own or manage sections of the trail under the KPB, which has a viable and active management structure/system already in place (the KPB CTMA), to ease the burden of maintaining and rehabilitating this important trail. It is also important to note that an Easement Grantee should be a survivable Public Government entity, like the KPB.

- b. Construct, Install and Maintain 3 ea. Standardized Trail Bridges on the Watermelon Trail. A component of the final Easement being issued, are a requirement for 3 ea Trail Bridges at specifically identified locations along the trail. Snomads, as the Trail Manager, accepts the responsibility of funding and constructing these Trail Bridges to published standards, and has an active program to accomplish this task, in

partnership with the Homer Soil & Water Conservation District & US Fish & Wildlife. Multiagency Permitting (including Army Corps of Engineers) will be required.

**Detailed Plans:**

Snomads includes Site Surveys, Surveys for Record, Detailed Project Plans, Project Progress Reports, Annual Reports, Project Proposal and Proposed Amendments in its communication and interaction with the Borough. Detailed Project Plans, Status Updates, Spot and Project Completion Reports will be forwarded to KPB in a timely manner.

**Plans for specific improvement including architectural or engineering designs, when**

**Applicable:**

Snomads will contact KPB LMD for any improvements that are planned, and where applicable, will submit detailed project plans and amendment proposals to the CTMA and obtain requisite approval in the planning stages of projects.

**Grant proposals, when applicable:** Snomads will inform KPB LMD of all Grant Proposal Plans or Applications that directly or indirectly impact KPB lands, or this CTMA.

Attachments:

**DNR ADL 233843 Regional Managers Decision**

**DNR ADL 233843 Draft Easement (unsigned)**

**DNR ADL 233843 Entry Authorization (unsigned)**

**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
SOUTHCENTRAL REGIONAL LAND OFFICE**

**Regional Manager's Decision**

ADL 233843  
Snomads, Inc.  
Public Access Easement  
Watermelon Trail

**REQUESTED ACTION**

On June 16, 2021, the Department of Natural Resources (DNR), Division of Mining, Land, and Water (DMLW), Southcentral Regional Land Office (SCRO), received an application for an easement from Snomads, Inc. (Snomads; the applicant) for the existing Watermelon Trail located on State-owned, DMLW-managed uplands near Homer, Alaska. The purpose of the proposed easement is to authorize maintenance, rehabilitation and operation of the existing trail. The applicant has requested a public access easement 75,573 feet long, 60 feet wide, and approximately 104.1 acres in size. The applicant has further requested that the easement be granted to the Kenai Peninsula Borough (KPB) to hold in trust for the public, as other portions of the trail are located on KPB managed lands. An easement for the Watermelon Trail was previously requested by the Alaska Department of Fish & Game (ADF&G), serialized as ADL 229161, but was closed on August 12, 2020, per ADF&G's request.

**RECOMMENDED ACTION**

The request shall be modified, and this easement will be authorized as follows:

- Type of easement: Public Access Easement
- Length: Change from 75,573 feet to 55,000 feet
- Width: 60 feet
- Acreage: Change from 104.1 acres to 75.75 acres
- Term: Indefinite
- Grantee: KPB
- Use and Restriction: Use of the easement on general state lands will conform to the weight restrictions outlined in 11 AAC 96.020 with the exception of seasonal grooming and maintenance equipment unless otherwise permitted.

**SCOPE OF DECISION**

The scope of this decision is to determine if it is in the State's interest to create an easement for the proposed use. The scope of administrative review for this authorization is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) facts pertaining to the land or resources; and (4) issues that are material to the determination that issuing the authorization is in the interest of the State of Alaska. All other aspects of the applicant's project are outside the scope of this decision.



## **STATUTORY AUTHORITY**

This easement application is being adjudicated pursuant to AS 38.05.850 and the Alaska Land Act as amended.

## **ADMINISTRATIVE RECORD**

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced herein, the 2001 Kenai Area Plan, other classification references described herein, and the casefile for the application serialized by DNR as ADL 233843.

## **LOCATION INFORMATION**

### **Geographic Location**

The applicant has requested that DMLW authorize an easement near Homer, AK.

### **Meridian Township Range Section**

The applicant has applied to use State-owned, DMLW-managed lands within Sections 10, 11, 15, 21, 22, 28, and 29, Township 4 South, Range 12 West, Seward Meridian, Sections 2, 3, 10, 15, 16, and 22, Township 5 South, Range 13 West, Seward Meridian.

Additionally, SCRO review indicates that the Watermelon Trail is also be located within Section 36, Township 4 South, Range 13 West, Seward Meridian. SCRO recommends these sections of land be included in the authorized area if this request is approved.

The applicant also included Sections 31 and 32 of Township 4 South, Range 12 West, Seward Meridian, and Section 27, Township 5 South, Range 13 West, Seward Meridian in their requested legal description. Further analysis indicates that Section 27 has been conveyed to the KPB, and that Sections 31 and 32 are managed by the KPB per municipal entitlement ADL 62695. After accounting for portions of the request located on lands managed by the KPB, SCRO has adjusted the legal description to more accurately reflect the 55,000 feet of trail located on state owned and managed lands.

### **Other Land Information**

Municipality: KPB

Regional Corporation: Cook Inlet Region, Inc. (CIRI)

## **TITLE**

The State of Alaska holds title to applicable portions of lands within Sections 10, 11, 15, 21, 22, 28, and 29, Township 4 South, Range 12 West, Seward Meridian, Section 36, Township 4 South, Range 13 West, and Sections 2, 3, 10, 15, 16 and 22, Township 5 South, Range 13 West, Seward Meridian per Patent Number 50-65-0594, Patent Number 1220722, Patent Number 1207176, Patent Number 1217411, Patent Number 122073, Supplemental Patent Number 50-66-0495 and Tentative Approval recorded as Document Number 2012-003355-0 in the Homer Recording District. The associated DNR land acquisition casefiles are GS 6, GS 76, SCH 75 and SCH 81.

### **THIRD PARTY INTERESTS**

Known third-party interests within the proposed project area include:

- ADL 59921 –Grazing lease, reissuance adjudication ongoing, held by Viola Jerrel;
- ADL 200045 – Public utility easement issued to Homer Electric Association;
- LAS 33241 – Land use permit issued to the Homer Soil & Water Conservation District;
- LAS 33248 – Land use permit issued to ADF&G.

### **PLANNING & CLASSIFICATION**

The proposed easement falls within the boundaries of DNR's 2001 Kenai Area Plan (the Plan; KAP), Region 7, Unit 217, Unit 266B, and Unit 290.

Unit 217 is designated as Public Recreation and Tourism – Dispersed Use, which converts to a classification of Public Recreation Land. The plan states that the unit is frequently used by snowmachines, skiers, moose hunters, and berry pickers. The plan notes that a spur of the Watermelon Trail crosses this unit and recommends reserving access for trails prior to conveyance out of state ownership. Areas classified as Public Recreation Land are to be managed to ensure continued public use of trails, including, but not limited to, hunting, snow machining, hiking, and cross-country skiing. Management guidelines located in the Trails and Access section of Chapter 2 of the Plan note that DNR should keep trails available for public use and assist in establishing local trail systems which provide access to public land and water. Trails near wetlands may be authorized if the proposed activity will not cause significant adverse impacts to fish and wildlife habitat, ecological processes and scenic vistas; though ADF&G is to be consulted to provide recommendations on easement alignments. ADF&G was given the opportunity to comment on the proposed easement and their recommendations are discussed in the Agency Review section of this document.

Unit 266B is designated as Habitat and Public Recreation and Tourism – Dispersed Use, which convert to classifications of Wildlife Habitat Land and Public Recreation Land respectively. The plan notes that Unit 266B serves as a wildlife corridor between the Anchor River Fritz Creek Critical Habitat Area (ARFCCA) and that the area is characterized by moose rutting habitat and multiple anadromous streams. Management guidelines located in the Fish and Wildlife Habitat and Harvest section of Chapter 2 of the Plan note that access to public lands and water should be ensured and that habitat loss should be mitigated. The Plan outlines DNR's management authority within critical habitat areas and notes that Special Area Permits issued by the Alaska Department of Fish and Game (ADF&G) are required, even for uses that may be generally allowed pursuant to 11 AAC 96.020. The applicant has previously been granted a Special Use Permit by ADF&G for the trail work associated with this easement request, and ADF&G has provided additional information regarding future permits which may be necessary for the activities proposed by the Snomads.

Portions of Unit 266B are located within the Caribou Hills Special Use Area (ADL 226574), which is governed by the Caribou Hills Management Plan (CHMP). The CHMP notes that the area should be managed in accordance with Generally Allowed Uses (11 AAC 96.020) associated with recreation and that the area has high public use values including hunting and snow machining. The CHMP further notes that rights-of-way should be established over heavily used trails to protect public access, though trail use restrictions may be necessary to prevent resource damage during



seasons characterized by wet ground conditions. Trail restrictions are consistent with the intent of the CHMP, and other agencies and the public will be notified of any restrictions imposed by DNR.

Unit 290 is designated as Habitat, which converts to a classification of Wildlife Habitat Land. The entire unit falls within the ARFCCHA which is governed in accordance with AS 16.20.605 and the ARFCCHA Management Plan. Per the ARFCCHA Management Plan, continued motorized and non-motorized use of existing trails and seismic lines is to be provided for, and trailheads/corridors between Ohlson Mountain Road and the ARFCCHA are to be established to accommodate public access. As with portions of Unit 266B, ADF&G Special Area Permits are required to authorize activities within the boundaries of the legislatively designated Critical Habitat Area.

Because the proposed authorization does not conflict with management guidelines outlined by the KAP, CHMP, or ARFCCHA Management Plan, and as ADF&G has issued a Special Area Permit authorizing trail work associated with this application, SCRO has determined that it is consistent with the overall management intent and goals of the relevant planning documents.

### **ACCESS**

Functional legal access to the state land discussed herein exists via a public travelway easement granted by the KPB, recorded as Document Number 2016-001878-0 in the Homer Recording District.

Construction of the improvements described herein is contingent on the placement of related infrastructure on borough land owned and/or managed by the KPB and private owner Gwendolyn Perry. The KPB has provided DMLW with record of their support for the DMLW easement considered herein. Gwendolyn Perry has granted a public recreational easement pursuant to AS 34.17.100, recorded as Document Number 2018-000318-0 in the Homer Recording District.

### **PUBLIC NOTICE & AGENCY REVIEW**

#### **Public Notice Summary**

Public notice of the application was conducted from September 1, 2021, to October 4, 2021. The notice was posted to the State of Alaska Online Public Notice System and was sent to the Homer, Anchor Point, Fritz Creek, and Nikolaevsk post offices for display on their notice boards. The notice was also sent to the following recipients:

- CIRI
- Homer Electric Association
- Viola Jerrel
- Gwendolyn Perry

**Comments:** A total of 52 comments were received during the public notice period. All of the comments received by SCRO voiced overwhelming support for the issuance of the proposed easement, with many citing the high recreational values of the area, the need for extensive trail work due to deteriorating conditions, and the long history of community engagement by the applicant.

**Response:** SCRO acknowledges the 52 comments received and thanks the public for their participation in the process. Individual comments are housed within the casefile for ADL 233843.

### **Agency Review Summary**

Agency review of the application was conducted from September 1, 2021, to October 4, 2021. The notice was sent to the following recipients.

#### **State of Alaska:**

- DNR Division of Parks & Outdoor Recreation (DPOR); Permitting and the Office of History and Archeology (OHA)
- DNR DMLW; Survey Section, Land Conveyance Section, Contract Initiation and Revenue Recovery, Realty Services Section (RSS), Mining Section, and Water Section
- DNR Division of Forestry; Kenai Office
- DNR Division of Oil & Gas (DOG); State Pipeline Coordinators Section, Permitting Section, Leasing Section
- DNR Mental Health Land Trust Office
- DNR Spatial Case Information Management System
- Department of Environmental Conservation (DEC) Division of Water; Wastewater, Alaska Pollutant Discharge Elimination System Program
- DEC Division of Environmental Health; Drinking Water Program, Solid Waste Program
- DEC Division of Spill Prevention; Contaminated Sites
- ADF&G; Wildlife Conservation, Access Defense Program
- Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs
- Department of Transportation and Public Facilities; Statewide Right-of-Way
- Homer Soil and Water Conservation District (HS&WCD)

#### **Federal**

- United States Army Corps of Engineers

#### **Local**

- Kenai Peninsula Borough; Land Management Division
- Kenai River Center

### **Agency Review Comment & Response**

A total of seven comments were received during the agency review and are summarized below:

**Comment:** On September 1, 2021, the DMLW Land Conveyances Section provided a statement of non-objection in regard to the proposed public access easement.

**Response:** SCRO acknowledges the comment.

**Comment:** On September 2, 2021, DMLW RSS commented to note that three sections of land included in the application were under management by KPB.

**Response:** SCRO appreciates the comment and has subsequently excluded Section 27, Township 5 South, Range 13 West, Seward Meridian, and Sections 31 and 32, Township 4 South, Range 12 West, Seward Meridian, from this decision as KPB is the managing authority. KPB has provided agreements made with the applicant for the portions of the trails within these sections.

**Comment:** On September 3, 2021, ADF&G Habitat Section commented to note that an existing Special Area Permit (21-V-0128-SA) had been issued to the Snomads for work along the Watermelon Trail within the ARFCCHA and noted that a second Special Area Permit was anticipated at a later date for portions of the project northeast of the Anchor River. ADF&G had no additional comments or objections to the proposed easement.

**Response:** SCRO acknowledges the response and thanks ADF&G Habitat for copies of permits issued within the CHA

**Comment:** On September 24, 2021, DPOR OHA commented that there are no reported cultural resource sites within the project area but noted that the applicant should notify OHA if any cultural resources are discovered during construction.

**Response:** SCRO acknowledges the response.

**Comment:** On September 28, 2021, DOT&PF Statewide Right-of-Way stated that they have no comments concerning the project.

**Response:** SCRO acknowledges the response.

**Comment:** On October 4, 2021, ADF&G Access Defense Program stated that a portion of the proposed easement crosses through the ARFCCHA which is managed by ADF&G. ADF&G has previously issued a Special Area Permit (21-V-0128-SA) but notes that an additional Special Area Permit will be required for placement of bridges over Beaver Creek proposed by the applicant. ADF&G further noted that while they support the applicant's desire to have the proposed easement held by a government agency, that it would prefer that an easement over State lands be held by DMLW. Finally, ADF&G notes that they hold management authority over lands within the CHA that the proposed easement crosses, as well as any activities below ordinary high water or crossings of anadromous water bodies.

**Response:** SCRO acknowledges the response. While SCRO acknowledges ADF&G's desire to have the easement held by DMLW, access to and along the route requested by the Snomads would require passage through two large segments of KPB-managed land, with all public parking occurring at the trailhead located on KPB land. Management of the trailhead would likely present the greatest influence over public use of the trail as informative signage and future expansion efforts by the KPB would directly impact the behavior and volume of various user groups. Additionally, if the proposed easement were to be held by DMLW, users would pass through four transition points along the trail where the management of the trail may change. Alternatively, granting the authorization to KPB would only require two transitions between management where the trail enters and exits the ARFCCHA. Minimizing the number of managing entities and regulations such as weight restrictions, reduces public confusion over which regulations apply where, and increases overall compliance. As the public would enjoy the same rights of access and assurances of long-term protection of the trail regardless if the easement is held by KPB or

DMLW, SCRO has determined that KPB would be the more appropriate entity to hold the easement.

SCRO understands that the ARFCCHA (legislatively designated by AS 16.20.500) is governed by the ARFCCHA Management Plan pursuant to 5 AAC 95.600. Per the ARFCCHA Management Plan, DNR authorization is required for any use, lease, or disposal of resources on state land within the critical habitat area. As co-management of state resources within the CHA is required by the ARFCCHA Management Plan, SCRO and ADF&G will consult regarding any management issues that may arise concerning impacts of, and user conflicts within, the proposed Watermelon Trail easement within the CHA.

**Comment:** On October 13, 2021 the HS&WCD commented to suggest that the hardened trail width proposed by the Snomads be increased from the requested five feet to six feet, to be consistent with trail hardening previously conducted by the HS&WCD. Additionally, HS&WCD requested that the specifications for U.S. Forest Service (USFS) Tier Three be listed in any granting document as they were unavailable online.

**Response:** SCRO will encourage the Snomads to consider increasing the hardened surface width from 5 feet to 6 feet, but will not require this change as it may impact other existing permits and may be constrained by funding limitations.

A public access easement as currently requested would authorize the Snomads to construct a hardened trail at a width suggested by the HS&WCD if desirable. As the Snomads have incorporated the USFS design standards into their development plan, no additional action is required by SCRO to require such standards. Specifications for USFS trail design is located within the casefile for ADL 233843 and can be provided to HS&WCD for reference.

No other comments were received.

## **ENVIRONMENTAL CONSIDERATIONS**

Environmental contamination risk associated with this proposed easement is minimal. SCRO recommends that fuel, lubricants, and other hazardous materials be restricted to those necessary and be contained within tools and vehicles when equipment is necessary for construction and maintenance activities. SCRO further recommends that no fuel or other hazardous materials are authorized to be stored on site. There are no other known environmental considerations or constraints in this location.

## **ECONOMIC BENEFIT & DEVELOPMENT OF STATE RESOURCES**

In accordance with AS 38.05.850, DMLW considers if the requested authorization will provide the greatest economic benefit to the State and development of its natural resources. Specifically, SCRO assesses both direct and indirect economic benefits and whether the proposed authorization encourages the development of the State's resources. The proposed easement facilitates the expansion of public recreational resources, thus providing an indirect benefit to the state. In consideration of these factors, and because there are no competing requests for authorization, SCRO advises that approval of this easement will provide the greatest economic benefit to the State.

## **DISCUSSION**

SCRO has revised the applicant's estimate of the length of the requested easement based on the erroneous inclusion of lands managed by the KPB, as confirmed by the KPB Land Management Division on December 3, 2021. In light of this revision, SCRO recommends the issuance of an easement approximately 55,000 feet long by 60 feet wide for an estimated total area of 75.75 acres in order to facilitate and protect public access along the existing Watermelon Trail and provide adequate space for trail hardening and maintenance activities.

SCRO recommends that the authorization considered herein be a public access easement granted to KPB on behalf of the public as the easement provides access to both State and Borough lands noted to yield significant public recreation opportunities, and as management of the trailhead and public parking will occur on KPB lands. Grant of a public access easement to KPB is not in any way intended to diminish DMLW or ADF&G's role in the co-management structure of the ARFCCHA.

SCRO further recommends that the easement considered herein be granted for an indefinite term from the effective date of this decision as the need for this easement can be expected to exist as long as the adjoining land requires access.

In evaluation of the applicant's request, SCRO has identified the following management issues:

Winter Route:

The applicant has proposed to create a spur route of the Watermelon Trail for winter use, which would create a 0.94-mile deviation from the existing trail. While the applicant notes that the winter route would require no construction and little to no clearing, an easement will be required to provide long term protection of the trail and to authorize grooming equipment with a curb weight in excess of Generally Allowed Uses, pursuant to 11 AAC 96.020. SCRO recommends that the winter route be included in the grant of a public access easement to ensure consistent management of the trail and reduce the number of additional authorizations required for seasonal grooming.

Installation of Bridges:

The applicant has proposed to construct two bridges over portions of the Anchor River to allow for trail grooming while mitigating erosion and damage to anadromous waters. While the proposed bridges would serve to address environmental and habitat concerns, they may present a hazard to the public in the long-term if not properly inspected and maintained. As such, SCRO recommends that the grantee be required to submit post-construction designs which have been reviewed and approved by a Registered Professional Engineer (RPE) prior to issuance of a final easement by DMLW. The plans must include the load rating and estimated life of the bridge, and load limits must be clearly posted on either side of the bridge for public awareness. After final construction of the two bridges, the grantee would be required to submit an inspection report by a qualified RPE which clearly outlines the intervals at which subsequent inspection reports will be necessary. The applicant would be required to submit all inspection reports to SCRO for documentation in the casefile for ADL 233843.

SCRO understands that a bridge crossing Beaver Creek within the ARFCCHA was installed in 2009 following authorization by ADF&G. SCRO recommends that the pre-existing bridge be included in the proposed public access easement but requires that a post-instruction report be conducted by a RPE to confirm the structural integrity of the bridge. SCRO advises that regular inspection reports by a RPE be required for the pre-existing bridge, consistent with the two proposed bridges.

In the event that any bridge installed within the proposed easement is deemed to be unsafe or is not inspected at an interval acceptable to an RPE, DMLW reserves the right to close the bridge to public use and require removal by the grantee at their own expense.

Monitoring activities and maintenance of the bridges and other infrastructure will be the exclusive responsibility of the grantee: DNR does not take responsibility for the maintenance of these bridges and other infrastructure.

Trail Weight Restrictions and Winter Grooming:

The applicant has noted that they are aware of and support a weight restriction for recreational off-road vehicles on general state land pursuant to 11 AAC 96.020, and a weight restriction of 1,000 lb. curb weight for recreational off-road vehicles within the ARFCCHA. The applicant further requests that vehicles used for trail maintenance, rehabilitation, construction, and grooming be exempt from additional authorizations.



For portions of the Watermelon Trail which fall upon general state lands, SCRO recommends that vehicles exceeding the weight restrictions of 11 AAC 96.020 be allowable only to facilitate trail maintenance, rehabilitation, construction, and grooming activities. SCRO concurs with the applicant that trail grooming by the Snomads on general state lands should only occur with a minimum snow base of six inches to protect the underlying vegetative mat. All other trail users must obtain an authorization for any vehicle use which exceeds the generally allowed uses pursuant to 11 AAC 96.020. The applicant currently has a valid Special Area Permit (21-V-0128-SA) to develop, construct, maintain, rehabilitate, and groom the Watermelon Trail within the ARFCCHA. Any trail users wishing to operate vehicles in excess of 1,000 lbs. within the ARFCCHA must seek approval from ADF&G pursuant to 5 AAC 95.

#### Potential for Oil & Gas Development:

The existing route of the Watermelon Trail requested by the applicant crosses six Lease Sale Tracts designated by DOG in the Cook Inlet Sale Area. While there are not currently any active oil and gas leases associated with the six tracts, DOG noted that the State reserves oil, gas, minerals, fissionable material, geothermal resources, and fossils that may be in or upon the land that it conveys in accordance with Section 6(i) of the Alaska Statehood Act and Alaska Statute 38.05.125. The State also reserves the right to enter the land for the purposes of exploring for, developing, and producing these mineral resources.

#### **PERFORMANCE GUARANTY**

A performance guaranty is intended to incentivize compliance with the terms and conditions of the entry authorization and easement. It also provides a mechanism for the State to ensure that the applicant shares in the financial burden in the event of noncompliance (including fee payment, survey, etc.), restoration (interim and final), and any associated costs after termination or expiration of the easement. In consideration of the low risk associated with the proposed authorization and the applicant's known history of compliance, SCRO recommends that a performance guaranty not be required at this time. DMLW reserves the right to require a performance guaranty during the term of the easement.

#### **INSURANCE**

SCRO recommends that insurance not be required as the grantee is self-insured. SCRO recommends that the grantee be required to provide proof of its contractor's insurance upon DMLW's request.

#### **SURVEY**

SCRO recommends that a DMLW-approved as-built survey is required to determine the proper location and acreage of installed improvements and the associated easement on State-owned, DMLW-managed lands. The applicant will be required to request survey instructions prior to issuance of the entry authorization. The survey must be produced in accordance with survey instructions provided by the DMLW Survey Section and stamped by a Professional Land Surveyor registered in the State of Alaska. A final easement will not be issued until the as-built survey has been approved by DMLW.

**FEES**

Per 11 AAC 05.020(b), SCRO recommends that interim and one-time issuance fee(s) for this authorization are waived as the request is in the public interest. However, the applicant will be required to pay the appropriate recording fees to have the easement recorded by DMLW.

**ENTRY AUTHORIZATION**

The entry authorization is an interim authorization issued when a survey is necessary prior to easement issuance. SCRO recommends that an entry authorization be issued for a term ending 5 years from the effective date of this decision for the purpose of constructing, surveying, operating, and maintaining the infrastructure considered herein prior to DMLW's issuance of a public access easement. The entry authorization may be revoked if the applicant has not supplied DMLW with a draft as-built survey within 3 years of receiving survey instructions. An extension of the entry authorization may be granted at the written request of the applicant if granting the extension is deemed appropriate by DMLW, and may be subject to applicable fees. If an extension is required, the applicant must contact DMLW no later than 30 days prior to the expiration of the entry authorization and certify there have been no changes to the approved development plan. SCRO recommends that entry authorization not be granted until the following deliverables have been provided to DMLW, as described or recommended above:

- Evidence of having made request for survey instructions to the DMLW Survey Section.

**RECOMMENDATION**

Based upon the information provided by the applicant, as well as review of relevant planning documents, statutes, and regulations related to this application, it is the recommendation of SCRO to issue an easement as described above, on the condition that all stipulations are followed as described in the attached authorization.




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Evan Dodd, Natural Resource Specialist 3  
DMLW Southcentral Regional Land Office

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6/28/2022

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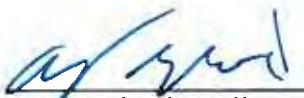
Date



**REGIONAL MANAGER'S DECISION**

When adjudicating an easement authorization pursuant to AS 38.05.850, DMLW seeks to responsibly develop Alaska's resources by making them available for maximum use and benefit consistent with public interest. In consideration of all events and criteria listed above, I hereby determine that the authorizations to be granted by this decision are consistent with DMLW's mission, that this project is consistent with the overall classification and management intent for this land, and that issuance of an authorization as described above is in the interest of the State of Alaska. The Department assumes no responsibility for maintenance or liability for injury or damages attributable to this authorization.

This decision may be rescinded by written notification if, after 60 days from the effective date of this decision, the applicant has not completed all requirements outlined in this decision for issuance of the authorization. Additional time may be allotted to complete these requirements; however, this will not extend the total term of the authorizations issued under this decision. This decision goes into effect and becomes a final administrative order and decision of the department on the 31st calendar day after issuance.

 for  
Samantha Carroll, Regional Manager  
DMLW Southcentral Regional Land Office

6/28/78  
Date

**ATTACHMENTS**

- Attachment A: Location Diagram
- Entry authorization, unsigned
- Draft easement document

**APPEAL**

An eligible person affected by this decision may appeal to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any appeal must be received within twenty (20) calendar days after issuance of this decision under 11 AAC 02.040. An eligible person must first appeal a decision to the Commissioner before seeking relief in superior court. The Alaska Court System establishes its own rules for timely appealing final administrative orders and decisions of the department.

Appeals may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to [dnr.appeals@alaska.gov](mailto:dnr.appeals@alaska.gov). Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(6), which has been set at \$200 under the provisions of 11 AAC 05.160 (a)-(b). A .pdf or print copy of 11 AAC 02 may be obtained by contacting Erik Fossum via phone at (907) 269-8429, via email at [erik.fossum@alaska.gov](mailto:erik.fossum@alaska.gov), and is also available on the department's website at <https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf>.

Introduced by:	Mayor
Date:	02/16/21
Hearing:	03/02/21
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-09**

**AN ORDINANCE AUTHORIZING A COMMUNITY TRAIL MANAGEMENT  
AGREEMENT WITH SNOMADS, INC.**

- WHEREAS,** KPB 17.10.185 provides for the mayor to enter into trail management agreements with appropriate non-profit and community organizations to allow for the management of public trails, trail corridors, and related facilities on borough land under the terms and conditions of the trail management agreement authorized by the assembly upon recommendation of the planning commission; and
- WHEREAS,** Snomads, Inc. (“Snomads”) is a non-profit organization dedicated to promoting individual and family activities through trails; and
- WHEREAS,** Snomads and its predecessor organization has developed snowmachine trails since the 1980’s on borough land which have been formally permitted since 2007 that it maintains through community and grant support to provide for a variety of community uses, events, and related economic benefits; and
- WHEREAS,** Snomads has applied for a Community Trail Management Agreement (“CTMA”) to develop, maintain, and manage a multi-use trail system in the Homer area; and
- WHEREAS,** a CTMA is designed to establish a base agreement with a trail manager that is scoped by a Trail Management Plan which delineates trail improvements and management actions authorized, and additionally provides for amending the Trail Management Plan over time to move, grow, and change through administrative and assembly approval process; and
- WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of February 22, 2021 recommended approval by unanimous consent;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

- SECTION 1.** That the mayor is authorized to enter into a CTMA with Snomads, as trail manager, that provides for the development, maintenance, and management of public trails, trail corridors, and related facilities on borough lands.

**SECTION 2.** That the mayor is authorized to approve a Trail Management Plan with the general scope being for trail facilities located in the south Caribou Hills and Homer area, for year-round management, for motorized and non-motorized uses.

**SECTION 3.** That the mayor is authorized, through the CTMA, to provide for the regulation of public uses on the trail facilities to reasonably regulate the use of motorized wheeled vehicles on groomed trails during the winter season to prolong the investment of trail grooming and prevent trail damage.

**SECTION 4.** That the mayor is authorized to enter into a CTMA, substantially in the form of the attached CMTA.

**SECTION 5.** That this ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF MARCH, 2021.**



Brent Hibbert, Assembly President

ATTEST:

  
Jonni Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

# COMMUNITY TRAIL MANAGEMENT AGREEMENT

CTMA No. 2021-01

## I. PARTIES TO THE AGREEMENT

Landowner: Kenai Peninsula Borough (KPB)  
Trail Manager: Snomads, Inc. (Snomads)

## II. PURPOSE OF THE AGREEMENT

The purpose of this Community Trail Management Agreement (CTMA) is to authorize the Trail Manager to perform management of certain public trail facilities on Kenai Peninsula Borough land.

## III. COMMUNITY TRAIL MANAGEMENT AGREEMENT AUTHORITY

Pursuant to KPB 17.10.185 and Ordinance 2021-09, enacted March 2, 2021 KPB hereby enters into this CTMA with the Trail Manager for the management of public trails, trail corridors, and related facilities (hereinafter collectively called "Trail Facilities") as described in this agreement through a Trail Management Plan, subject to the terms and conditions of this CTMA.

## IV. LOCATION & CORRIDOR INTENT

This CTMA is applicable only on lands owned by the Kenai Peninsula Borough 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 in 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 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.

## V. TRAIL MANAGEMENT PLAN

The purpose of the Trail Management Plan is to establish the scope of physical trail facilities and their respective locations, along with the means and methods by which the Trail Manager shall develop, manage, and maintain those trail facilities under this CTMA.

A. The Trail Management Plan shall include the following, as applicable:

1. Written Descriptions of the means, methods and timetables to communicate the active scope of the development, use, and management of trail facilities under this CTMA.
2. Drawings of the Trail Facilities through maps, typical profile diagrams, conceptual site plans, structural drawings, and details as necessary to illustrate the position and relation of existing and proposed Trail Facilities to

land boundaries, terrain features, other land uses, and to communicate the spatial and structural scope of the Trail Facilities under this CTMA.

3. Published Rules & Regulations including major signs to be used to administer the orderly use of Trail Facilities and general the location of such postings.
  4. Fees & Reservation System, including any use fees or service fees, the basis of rates, the method of collection and entry, and the current contact for system administration. If fees are collected, then reporting of fees collected is required in the annual report along with the maintenance and service costs upon which the fees are based.
- B. Amendment or Modification of the Trail Management Plan is by mutual written agreement. The Trail Manager may submit proposed amendments or modifications to the Planning Department for consideration under this CTMA. The Planning Department shall have a minimum of 60 days to review the submittal. The borough may approve, deny, or condition the submittal. Amendments will be considered administratively when the addition is consistent in nature with the standing agreement. Major amendments will require approval by the borough Assembly. Amendments or modifications shall become effective upon written agreement by the parties and shall be incorporated into the Trail Management Plan.

## **VI. OPEN TO THE GENERAL PUBLIC**

Trail Facilities under this CTMA shall be open to the general public.

When applicable, Trail Manager is authorized to coordinate and schedule events among user groups and to schedule Trail Facilities work and maintenance, during which times the Trail Manager may post notice and restrict uses to those events, Trail Facilities work or maintenance.

## **VII. RULES, REGULATIONS, AND SAFETY**

- A. Trail Manager shall promulgate trail use rules and regulations necessary to promote safe and orderly use of Trail Facilities by the general public, subject to review and approval by the KPB under the Trail Management Plan.
- B. Trail Manager shall periodically assess trail conditions and is authorized to restrict or close use if conditions are determined to be unsafe or that use during such conditions would potentially cause damage to Trail Facilities, whether or not explicitly stated in the Trail Management Plan.
- C. Trail Manager shall post signs or signals necessary to guide safe use of the Trail Facilities by the general public. Signs at the Watermelon Trailhead shall include language informing trail users that the Anchor River/Fritz Creek Critical Habitat Area ahead imposes certain specific restrictions on motorized vehicles.

- D. Pursuant to Ordinance 2021-XX, Trail Facilities under this CTMA are authorized to be regulated by the Trail Manager to prohibit wheeled vehicles on groomed trails in the winter season, except allowance for authorized maintenance vehicles, emergency vehicles, and motorized vehicle crossings.
- E. Trail manager shall remove trash, litter, and debris on a regular basis, and keep the Trail Facilities in a neat, clean, sanitary, and in a safe condition.

## **VIII. ANNUAL REPORTING REQUIRED**

In performance of this CTMA, the Trail Manager will provide an annual report to KPB summarizing 1) trail facilities development, 2) trail facilities use or availability for use, 3) maintenance activities, 4) management activities, and 5) accounting of fees, if any. The Trail Management Plan shall guide standard reporting metrics. Fees, if any, will include the total amount collected in US dollars, and the number of fee units. *For example: Reporting Period Jan 1 – Dec 31. Total Number of Public Use Cabins: 1, Total Cabin Use Fees Collected- \$3,500, Public Use Cabin Rental Days 100, Daily Fee \$35/Day, Cabin Availability 345 Days available for reservations, Cabin Maintenance 20 Days -volunteers stained exterior, restocked wood pile 10 times (10 cords), cleaned wood stove, and conducted routine maintenance. Maintenance and supply costs \$3,200, Cabin Maintenance Reserve Account Balance \$300.*

Annual reports are due by April 15<sup>th</sup> of each year.

## **IX. TERM**

This CTMA is for an initial term of twenty years commencing April 15, 2021 and may be extended at any time proceeding expiration by mutual written agreement.

## **X. IN SUPPORT OF GRANT OPPORTUNITIES, DURABLE FOR SITE CONTROL**

For the purposes of grant applications made by Trail Manager regarding improvement or maintenance of Trail Facilities under this CTMA and the Trail Management Plan, this agreement is intended to be considered durable site control to the granting agency for the duration of the grant maintenance period. In the event that a grant maintenance period extends beyond the written term of the CTMA, written acknowledgement by KPB in support of the grant application can be considered intent to extend the CTMA through the grant maintenance period as the CTMA pertains to such grant.

## **XI. RESERVATIONS & OTHER PROPERTY INTERESTS RETAINED**

- A. Nothing contained in this CTMA creates or implies any property interests, including easements or rights-of-way beyond the terms and conditions of this CTMA.
- B. KPB reserves the right to withdraw portions of the Trail Facilities from this CTMA as necessary to serve other land uses or resolve conflicts.
- C. KPB reserves the right to require Trail Facilities to be closed, removed, or relocated by and at the expense of the Trail Manager if such trails pose a potential conflict with other land uses.



- D. KPB reserves the right to authorize other land uses on the land.
- E. KPB reserves the right to review, approve, or deny any management actions that affect trail use, land use, or development on the land.
- F. Use of the land shall be subject to all valid existing rights, including leases, permits, easements, rights-of-ways, covenants and restrictions or other interests in the real property. The KPB reserves and retains the right to grant additional easements or rights-of-ways across the property as it deems reasonable and convenient or necessary.
- G. Should circumstances warrant, this CTMA may be modified or suspended in writing by KPB to protect resources, health, safety, or the environment.

## **XII. LIMITATIONS**

- A. This CTMA conveys no interest in the land to the Trail Manager. This CTMA does not convey any exclusive rights, nor any preferential rights to the Trail Manager for the use of the Trail Facilities or the land, different from the Trail Manager's right to secure its authorized property and administer the Trail Facilities provided in the CTMA.
- B. The Trail Manager shall not develop, manage, or maintain beyond what is specified in the Trail Management Plan, unless otherwise approved in writing by the KPB.
- C. This CTMA is not intended to, and does not, give special standing to Trail Facilities or to the Trail Manager beyond the purposes and terms of the agreement.
- D. KPB assumes no obligation to commit funds or other resources for improvements or maintenance associated with the Trail Facilities or their continuation.

## **XIII. ASSUMPTION OF RISKS**

- A. Defense and Indemnification: The Trail Manager shall indemnify, defend, save and hold the 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 terms and conditions of this CTMA in any way whatsoever. The Trail Manager shall be responsible under this clause for any and all claims of any character resulting from the Trail Manager or the Trail Manager's officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this CTMA in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the KPB or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the Trail Manager shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the KPB, its agents, or employees.

- B. Liability Insurance: The Trail Manager shall purchase at its own expense and maintain in force at all times during the term of this CTMA the following insurance policy:

Commercial General Liability: Policy to include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by the Trail Manager in which the coverage shall not be less than \$1,000,000.00 per occurrence or such higher coverage as specified by the KPB. The policy purchased shall name the Kenai Peninsula Borough as an additional insured with respect to the Trail Manager's activities conducted on the property.

- C. Proof of Insurance: The Trail Manager shall deliver to the KPB a certificate of insurance. This insurance shall be primary and exclusive of any other insurance held by the KPB. Failure to provide the certificate of insurance as required by this section, or a lapse in coverage, is a material breach of this CTMA entitling the KPB to revoke the agreement.

#### **XIV. GENERAL CONDITIONS**

- A. Reference to KPB. 17.10.240. The general conditions contained in KPB 17.10.240 are incorporated by reference.
- B. Responsibility of Location. It shall be the responsibility of the Trail Manager to properly locate its self and its improvements on the land authorized.
- C. Compliance With Laws. The Trail Manager agrees to comply with all applicable federal, state, borough, and local laws and regulations.
- D. Inspections. Agents or representatives of the KPB shall have access to the Trail Facilities at all times.
- H. Waste. The Trail Manager shall not commit waste or injury upon the land.

#### **XV. ENFORCEMENT OF AGREEMENT & TERMINATION**

- A. Termination. Violation of the CTMA subjects the agreement to termination 60-days after delivering notice of violation, when correction is not made to resolve the violation.
- B. Performance of Duties. The Trail Management Plan shall be considered a duty under the CTMA. Failure to materially perform according to the Trail Management Plan may be considered a violation and subject the CTMA to termination in whole or in part.
- C. Unauthorized Uses. Uses of the land other than those authorized under the CTMA may be considered a violation and subject the CTMA to termination in whole or in part.
- D. Breach of Conditions. A breach of any of the conditions of this CTMA will be considered a violation of the agreement.



- E. Suspension. Violation of the CTMA subjects the agreement to immediate suspension by Notice of Suspension for violations that create a significant risk to human safety or that are counter to the public purposes for which this CTMA is intended to serve.
- F. Notice of Violation and Suspension. Notice of violation and notice of suspension shall be in writing and shall serve to identify the violation and the standards under which a correction will be considered to resolve the violation.
- G. Cancellation. At any time that this CTMA is in good standing it may be canceled in whole or in part upon mutual written agreement by the parties.
- H. Jurisdiction. Any suits filed in connection with the terms and conditions of this CTMA, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
- I. Savings Clause. Should any provision of this CTMA fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this agreement or constitute any cause of action in favor of either party as against the other.
- J. Binding Effect. It is agreed that all covenants, terms, and conditions of this CTMA shall be binding upon the successors, heirs and assigns of the original parties hereto.
- K. Full and Final Agreement. This CTMA constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This CTMA may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. The Trail Manager avers and warrants that no representations not contained within this CTMA have been made with the intention of inducing execution of this CTMA.
- L. Warranty of Authority. The Trail Manager warrants that the person executing this CTMA is authorized to do so on behalf of the Trail Manager.

## **XVI. CONDITION OF PROPERTY VACATED**

- A. Removal and Cleanliness. On or before the expiration date of this CTMA, or within 60-days of early termination, the Trail Manager shall leave the land in a neat, clean and sanitary condition, and shall remove all trash, waste, materials, equipment, and other personal property that the Trail Manager has placed on the land.
- B. Final Report. Any previously unstated matters between the parties must be reported in writing to the other party within 60-days of expiration or termination to be considered valid interests under this CTMA or all claims or right to claims shall cease for the purpose of this agreement.

## **XVII. NOTICES**

All notices shall be sent to both parties as follows:

KENAI PENINSULA BOROUGH  
Planning Director  
144 N. Binkley Street  
Soldotna, AK 99669-7599

SNOMADS, INC.  
P.O. Box 3646  
Homer, Alaska 99603-3646

Trail Manager shall maintain on file with KPB the name, title, address, email address and telephone number of an individual whom shall be the point of contact for day-to-day and emergency contact, information, and correspondence relative to this CTMA.

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Charlie Pierce, Mayor

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johni Blankenship,  
Borough Clerk

\_\_\_\_\_  
Sean Kelley  
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Charlie Pierce, 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

\_\_\_\_\_  
Tessa Kern, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Tessa Kern, Secretary of Snomads, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

## 17.10.240. - General conditions.

A.

Applicability. Each of the following terms and conditions shall, unless inapplicable by its own terms, apply to every sale or lease of land or interest in land by the borough, unless otherwise specifically provided by ordinance of the assembly. The terms and conditions, as well as any others established by the assembly or the land management officer, shall be included in every agreement of sale, lease or other document disposing of land or an interest in borough land in substantially the manner set out in this section.

B.

Assignments. Any purchaser, lessee, or permittee may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected. The assignee shall be subject to and governed by the provisions and regulations applicable thereto.

C.

Breach of Agreement. In the event of a default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty days after written notice of the default, the borough may cancel the agreement, lease, or permit or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

D.

Cancellation. A purchase agreement, lease or permit in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by the purchaser, lessee, or permittee and the mayor or land management officer when applicable. A purchase agreement, lease, or permit is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

E.

Conditional Contract. The borough may conditionally lease or issue permits for land it selects under the various state land grants and lands it reasonably believes it will own or will acquire title to prior to the actual receipt of title. An agreement, lease, or permit issued on this conditional basis shall be canceled in whole or in part in the event the borough is denied title to said lands. Payment made by the lessee or permittee on the land to which title is denied the borough shall be refunded in whole or in part to the agreement holder of record and any properly recorded lienholder, if any, jointly. However, the borough shall in no way be liable for any damage that may be done to the land by the lessee or permittee or liable for any claim of any third party, or to any claim that may arise from ownership. In the event the borough does receive title to the land under agreement, the conditional agreement shall then have the same standing, force and effect as non-conditional agreements issued under any regulations of this chapter.

F.

Entry or Re-entry. In the event that the purchase agreement or lease is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the purchaser during the agreement term, the borough or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by the borough shall not be deemed an acceptance of surrender of the contract.

G.

Fire Protection. The purchaser, lessee, or permittee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.

H.

Hazardous Waste. The storage, handling and disposal of hazardous waste shall not be allowed on lands under lease or permit from the borough.

I.

Modification. A purchase, lease or permit agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

J.

Notice. Any notice or demand, which under the terms of an agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor, and in like manner a notice from the borough to a vendee shall be deemed received by the vendee when such notice arrives at the general or branch post office from which final delivery to the said purchaser, lessee or permittee would normally be accomplished.

K.

Notice of Default. Notice of the default will be in writing as provided in subsection I. of this section. A copy of the notice will be forwarded to all lienholders or others who have properly recorded their interest in the purchase, lease or permit agreement with the borough.

L.

Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.

1.

Improvements owned by a purchaser, lessee, or permittee on borough lands shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The retiring purchaser, lessee, or permittee may, with the consent of the mayor or land management officer when applicable, dispose of his improvements to the succeeding purchaser, lessee or permittee.

2.

If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the purchaser, lessee, or permittee under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB [Chapter 5](#). The proceeds of the sale shall inure to the former purchaser, lessee, or permittee who placed such improvements and/or chattels on the lands, or

his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

3.

If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the purchaser, lessee, or permittee shall convey said improvements and/or chattels by appropriate instrument to the borough.

M.

Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the purchaser, lessee, or permittee or placed on the land during his tenure with or without his permission and remaining upon the premises after the termination of the contract shall entitle the borough to charge a reasonable rent therefor.

N.

Resale. In the event that a purchase or lease agreement should be terminated, canceled, forfeited or abandoned, the borough may offer said lands for sale, lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations. If said land is not immediately disposed of then said land shall return to the Land Bank.

O.

Responsibility of Location. It shall be the responsibility of the purchaser, lessee, or permittee to properly locate himself and his improvements on the purchased, leased, or permitted lands.

P.

Rights of Mortgage or Lienholder. In the event of cancellation or forfeiture of a lease or sale agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease or sale agreement for the unexpired term thereof, subject to the same terms and conditions as in the original instrument. Any party acquiring an agricultural purchase or lease agreement must meet the same requirements as the original purchaser or lessee.

Q.

Rights-of-way. All trails or roads in existence at the time the land is sold may be considered to be an easement for public use. Nothing herein contained shall prevent the mayor or land management officer when applicable from specifically reserving such additional easements and rights-of-way across borough lands as deemed reasonable and necessary prior to the sale thereof.

R.

Sale Documents. All sales of borough lands shall be on approved borough forms suitable for recording and may consist of a warranty deed, deed of trust, agreement to purchase, promissory note and any other required documents.

S.

Sanitation. The purchaser, lessee, or permittee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The premises under purchase or lease agreement, or permit shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

T.

Shore Land Public Access Easement. As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.

U.

Subleasing. No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

V.

Violation. Violation of any provision of this chapter or of the terms of the agreement of sale, lease or permit may expose the purchaser, lessee, or permittee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of his interest in accordance with state law.

W.

Written Waiver. The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

(Ord. No. 92-57, § 1(part), 1993)

## TRAIL MANAGEMENT PLAN FOR PUBLIC TRAILS ON BOROUGH LAND

CTMA No. 2021-01

### Trail Management for the Caribou Hills South (CHS) Trail System

**TRAIL MANAGER:**

**SNOMADS, Inc.**

**PO Box 3646**

**Homer AK 99603**

[snomads@gmail.com](mailto:snomads@gmail.com)

[www.snomadsonline.org](http://www.snomadsonline.org)

#### SUMMARY OF PROPOSED ACTIVITIES (Check All That Apply)

**SEASONS OF TRAIL MANAGEMENT**

☐ Winter ☐ Summer ☒ Year Round

**TRAIL WIDTH (Typical)**

☐ Under 5 Feet

☐ 5-10 Feet

☒ 10-20 Feet

**TRAIL MAINTENANCE ACTIVITIES**

☒ Periodic Brushing/Clearing

☒ Grading

☒ Snow Grooming

☒ Erosion Controls

**TRAIL IMPROVEMENTS**

☒ Trailheads

☒ Parking Area

☒ Loading/Unloading Area

☒ Signs

☐ Sanitation (Trash/Outhouse)

☒ Picnic Area

☒ Shelters

☒ Culverts

☒ Bridges

☐ Stairs

☒ Gates & Bollards

☒ Hardening

☒ New Trails

**TRAIL ADMINISTRATION**

☒ Competitions/Sponsored Events

☒ Grants

☒ Signage

☒ Equipment Storage Facilities

**TRAIL ACTIVITIES**

***Motorized:***

☒ ATV

☒ Snow Machines

***Non-Motorized:***

☒ Dog Sleds

☒ Skiing

☒ Snowshoeing

☒ Skijoring

☒ Sledding

☒ Hiking

☒ Biking

☒ Walking/Running

☐ Biathlon

☒ Horses

☒ Pet Friendly

☒ Other:

***Water Access***

☐ Landing Area

**Narrative description of the activities, operations, and scope:**

Snomads Inc. works to guarantee Backcountry Access and protect existing Alaska recreational trails within the Kenai Peninsula Borough (KPB) Caribou Hills South (CHS) Trail System Area by establishing and maintaining legal public access for all, and for generations to come. Further, to responsibly develop and maintain and groom these trails to a sustainable level so that they can be used year round by the public. The Snomads Vision is to protect our CHS Trail System recreational trails with legally established easements and with permits/agreements acquired from all landowners. CHS Trail System groomed trails shall be uniformly marked, under one coordinated management authority, and, where appropriate, maintained by local clubs or organizations. See attachment B for a map of the CHS Trail System and where trails transit KPB lands. Snomads currently has LMD 08-02 and 07-03 Trail Management Agreements with the KPB.

**History of the organization, membership size, accomplishments:**

The origin of Snomads Inc. started in the mid 1980's when the organization was founded as the Homer Snow Roamers, as a group of dedicated Winter Snowmachine enthusiasts. The Club was incorporated in March 1992, and the name was changed to Snomads 23 Feb 2002 as a Non-Profit 501c4. Snomads has grown over the years and now has 450 Members, with 335 voting Members comprised of individuals and businesses. Snomads has been active over the years to establish, rehabilitate and maintain CHS Trails, including the building of roads to access trail heads, and has been granted trail easements (Boardwalk Trail). We typically organize, host and support seasonal activities like: The Snomads Fun Run, Group Trail Rides, an area Search & Rescue, Children's Snowmachine Safety Events, as well as supporting events like the Tustumena 200 Dog Sled Race and the Homer Epic (bike, ski, run) Race. Snomads Inc. is a primarily an advocate organization for Public Access to the Alaskan Backcountry, for all user groups, including Hunters and Fishermen.

**Summary of proposed activities:**

Snomads intends to continue its operations with the KPB CHS Trail System by rehabilitating, maintaining, marking and grooming our trails and trailheads and parking lots for year round use. We have an aggressive trails management agenda in the coming years, raising funds with grants and private funding sources to secure trail permits and easements, construct trail reroutes around native lands, and harden our trails from to a USDA Forest Service Tier 1 to a Tier 3 trail level. We accomplish our activities with a balance of both contracted services and volunteer work. Typical Sources of funding for our operations come from Snomads Gaming, KPB CAP Grants, ORTAB Grants, SnowTRAC Grooming Grants, Pittman-Robertson Grants, Membership Dues, and Event Fundraising.

**Means and methods for maintenance, erosion control, and trash pick-up:**

All trail clearing and trail maintenance work that the Snomads undertake are performed to written standard. Work is supervised by a Snomads assigned Committee Chairman, and task completion reports are captured in monthly Board of Director or Membership Meeting Minutes.



Weather conditions largely dictate when trail maintenance tasks can be performed throughout the year. Trail clearing with heavy construction equipment will be employed only when the ground is firm enough to support the weight of the equipment used. This is typically in the Fall or Spring, when the ground is frozen, but also in the summer when there are dry periods that will support the weight of the equipment without significantly degrading subsurface soils and vegetation. Winter Snow Grooming operations will be undertaken when snow conditions permit.

**Measures of performance, timeframes, ownership of improvements & reclamation:**

Trail Markers, Trail Kiosks, Signage, bridges and any “moveable” objects or structures placed on KPB lands by Snomads Inc are the sole property of Snomads. Parking Lots, access drives and other “immoveable” improvements would remain upon termination of the Agreement for any reason. Reclamation of “moveable” objects or structures would be undertaken by Snomads if this agreement were to be terminated. Although none are present to date, Snomads reserves the right to place Public Outhouses on KPB Lands at Trailheads or along Trail Corridors.

**Estimated value of proposed structures and facilities:**

**Not applicable**

**Any short-term and long-range goals:**

Snomads intends to execute the construction of a reroute of the Watermelon Trail around CIRI lands within 1 to 2 years (as funding permits). The Watermelon Reroute traverses ADNR Parcels that are known to be ‘KPB Select’ parcels (16523008, 16523009). See attachment B.

Long range goals:

- a. Expanding the Watermelon Trailhead Parking Lot to accommodate additional traffic, once the trail is fully cleared, and the reroute constructed.
- b. Harden the trail surface on the Dry Hole Trail near the Anchor River crossing.

**Conceptual Site Plan:** See attachment B for KPB CHS Trail System Traversing KPB Lands

**Location of trail improvements and buffers:** None as of the initial agreement

**Property lines, right-of-ways, easement, access:** No known conflicts, See attachments A & B

**Location of wetlands, water bodies, anadromous stream crossing and major topography:**

See attachment A

**Detailed Plans:**

Snomads is including a detailed survey for the construction of the Watermelon Trail ‘CIRI Reroute’ as attachment A. Trail Construction standards as detailed below will adhered to, and a completion report will be forwarded to KPB when accomplished.

**Plans for specific improvement including architectural or engineering designs, when****Applicable:**

Snomads will contact KPB Lands Management for any improvements that are planned, and where applicable, will obtain requisite approval in the planning stages.

**Grant proposals, when applicable:**

Snomads intends to execute an existing \$40K Pittman-Robertson Grant, managed by ADF&G to Homer Soil & Water (HS&W) for the construction of the Watermelon Trail 'CIRI Reroute', within 2021 and 2022. This will be under a separate agreement between Snomads and HS&W.

**Trail Usage Restrictions:**

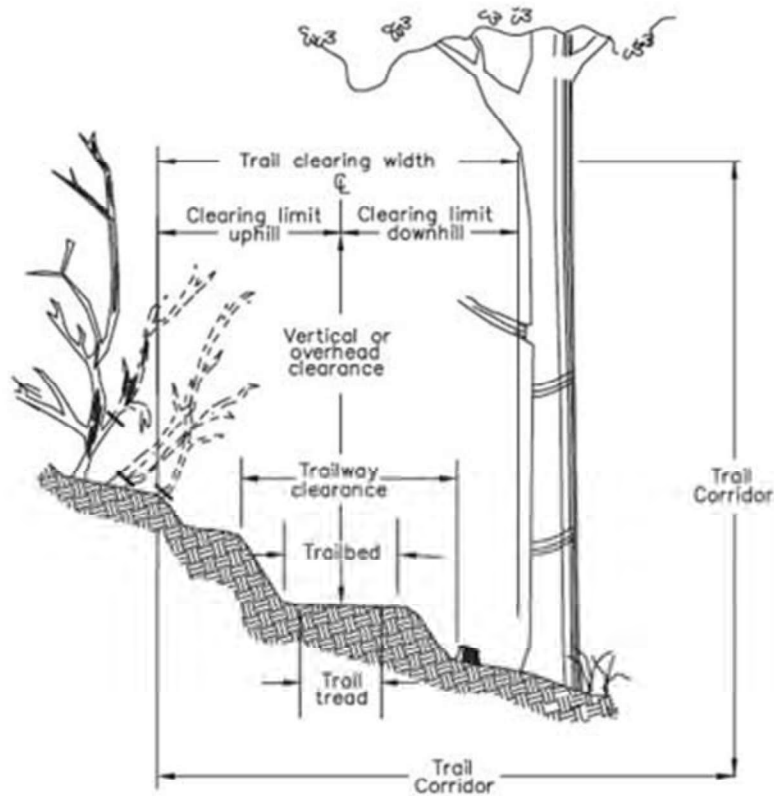
Wheeled ATV/UTV or any motorized Off Road Recreational Vehicle (ORRV) are not authorized on groomed Snomads Managed CHS trails at any time that the wheeled vehicle is leaving visible tire depressions exceeding 1" depth and degrading the condition of the groomed trail during the Winter Months. Fat Tire bikes are permitted on CHS groomed Trails.

**List of KPB CHS Trail System Trails that traverse KPB Parcels: See Attachment B**

***Note: Designation of 'Winter Groomed' may not denote that the entire trail is groomed***

- a. **Watermelon Trailhead and Parking Lot:** KPB Parcel ID: 17113141
- b. **Watermelon Trail/Ohlson Mtn Trail (Winter Groomed):** KPB Parcel ID's: 17113141, 17113106, 17113133, 17113102, 17110117, 17112015, 17109028, (Borough Select 16523008 & 16523009)
- c. **North Fork Hills Trail and deviations\*\*(Winter Groomed):** KPB Parcel ID's: \*\*16521013, \*\*16521006, \*\*16512005, \*\*16513003, 16513005, 16513007, 16505006, 16505007, 18515017, 18515046
- d. **Garcia Hill Trail:** KPB Parcel ID: 16513007
- e. **McNeil Power Line Trail (Winter Groomed):** KPB Parcel ID's: 17231166 (added to LMD 08-02), 17205213, 18515046, 18515017
- f. **Dry Hole Trail (Winter Groomed):** KPB Parcel ID's: 18515046, 16515006
- g. **Blue Trail (Winter Groomed):** KPB Parcel ID's: 18515046, 18515017, 18515018
- h. **McNeil Canyon Trail (Winter Groomed):** 17201726, 18521055, 18521056
- i. **Matthews Hill Trail (Winter Groomed):** KPB Parcel ID's: 18521053, 18515046, 18515018
- j. **Hidden Hills Trail:** KPB Parcel ID's: 17104022, 17104018, 17137114, 1652002, 16513003, 16513007
- k. **Eagle Lake Trail (Winter Groomed):** KPB Parcel ID's: 18521050, 18521053
- l. **Moosehorn Lake Trail:** KPB Parcel ID: 18515018
- m. **Dimond Ridge Connector Trail:** KPB Parcel ID's: 17110201 17106038, 17110117 (added to LMD 08-02)

## Trail Construction, Rehabilitation, Maintenance Standards:



**Trail Corridor Width:** 60 ft

**Trail Clearing Width:** 24 ft (restricted to 12" above soil surface in Critical Habitat Areas)

**Trail Clearing Limit (generally flat terrain):** 20 ft vertical

**Trail Clearing Limit Uphill/Downhill:** 35 ft vertical

**Trail Tread:** 5 ft (hardened Trail Surface)

**Trail Bed:** 8 ft generally (except where 3/1 ratio of taper required for proper drainage)

**Trailway Clearance & Trail Grooming Width (Winter):** 18 ft maximum to soil surface

Ground disturbances and erosion control measures have been, or may be required. Trails can be groomed with as little as six inches of snow depth. Major trails (those within SnowTRAC Grooming Pool) are groomed to a width of 18 ft. Minor Trails may be groomed to 18 ft in width or less, if terrain and funding permits.

