

SUBJECT: A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AMENDING THE SCOPE OF WORK FOR THE MATERIAL SITE DEVELOPMENT / RECLAMATION PROJECT AND AUTHORIZING THE BOROUGH MANAGER TO SIGN A GRANT AMENDMENT.

AGENDA OF: January 20, 2026

Assembly Action:

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To	Signatures
Originator	X Emerson Krueger Signed by: Emerson Krueger 1 / 5 / 2026
Department Director	X Jillian Morrissey Signed by: Jillian Morrissey 1 / 5 / 2026
Finance Director	X Cheyenne Heindel Signed by: Cheyenne Heindel 1 / 8 / 2026
Borough Attorney	X Shannon Bodolay for NS Signed by: Shannon Bodolay 1 / 8 / 2026
Borough Manager	X Michael Brown Signed by: Michael Brown 1 / 8 / 2026
Borough Clerk	X Lonnie McKechnie Signed by: Lonnie McKechnie 1 / 8 / 2026

ATTACHMENT(S): MSB Grant to Curry Ridge Riders (15 pp)

MSB Grant Amendment #1 (1 pp)

Resolution Serial No. 26-003 (1 pp)

SUMMARY STATEMENT: Project 47031-4200-4201 for development and reclamation of material sites currently excludes access development, which is essential for site utilization.

There is a need to develop access to the new material site at milepost 128 of the Parks Highway. Existing access through the State gravel pit will no longer be permitted and new access is needed for continued development and use of the material site. This is an estimated 400,000 cubic yards of class A material here.

Access to material sites can lead to unwanted activities such as target shooting, trash dumping, and squatting. Limiting access is in the Borough's best interest to maintain site integrity and reduce cleanup costs.

The Curry Ridge Riders have been working with the Borough Land and Resource Management Division to locate a temporary winter trail maintenance facility on borough-owned land. Their original preferred location was at milepost 121 of the Parks Highway. There were complicating factors at their preferred location. It was too small, had too many development setbacks from section lines and utility easements, and could have an increased risk of vandalism.

The Borough recommended moving their temporary winter trail maintenance facility to the borough-owned parcel at milepost 128 specifically to collocate their access with the new material site access. The goal is for them to be temporary caretakers of the new material site.

A plan for constructing shared access from Parks Highway was developed, and funded by a Borough grant to the Curry Ridge Riders, that was signed by the Borough Manager in October 2025. There were insufficient funds available to construct a borough-standard road to the gravel deposit on the borough-owned land, so just the driveway and first portion of the road were planned to be built via the grant. This would meet the Curry Ridge Riders need and provide the beginning of the access to the new material site.

The plan was to use a nearby road contractors' access through the adjacent State gravel pit to haul Borough gravel from the borough-owned parcel to the new shared access. Subsequent conversations with the road contractor highlighted the restricted use of the access through the State gravel pit.

Given the need to find an alternate source for gravel to finish the driveway, the contractor Curry Ridge Riders hired to build the shared driveway provided a quote to pioneer access to the gravel deposit on the borough-owned land to support constructing the embankment for the shared access. The additional cost of pioneering access to the new material would increase the total amount of the grant to Curry Ridge Riders over the threshold that requires assembly authorization.

The grant to Curry Ridge Riders is \$92,400.00. The grant amendment would increase the grant amount by \$65,000 to \$157,400, and include pioneering access to the material site.

RECOMMENDATION OF ADMINISTRATION: The Administration respectfully requests Assembly approval of the resolution and associated grant amendment.

**Matanuska-Susitna Borough
Grant Agreement
with
Curry Ridge Riders for the
Chulitna River Bluff Groomer Access**

In consideration of the mutual promises herein, the Matanuska-Susitna Borough and Curry Ridge Riders agree as follows:

- A. Part I consisting of 24 sections of general provisions; and
- B. Part II consisting of 1 Exhibit
 - a. Scope of Work and Budget

PART I

Part I of this agreement consists of those provisions that are listed below by section number and title.

- SECTION 1. DEFINITIONS
- SECTION 2. GRANT ADMINISTRATION
- SECTION 3. DURATION OF GRANT
- SECTION 4. AWARD OF GRANT
- SECTION 5. METHOD OF PAYMENT
- SECTION 6. USE OF GRANT FUNDS
- SECTION 7. FINANCIAL MANAGEMENT SYSTEM
- SECTION 8. REPORTING AND AUDITS
- SECTION 9. RECORDS MANAGEMENT
- SECTION 10. PERMITS, LAWS AND TAXES
- SECTION 11. ASSIGNMENTS AND SUBCONTRACTS
- SECTION 12. INDEMNITY
- SECTION 13. PUBLICATION, REPRODUCTION AND USE OF MATERIALS
- SECTION 14. UNALLOWABLE ACTIVITIES
- SECTION 15. TERMINATION
- SECTION 16. DUTIES UPON TERMINATION
- SECTION 17. DUTIES UPON EXPIRATION
- SECTION 18. NON WAIVER
- SECTION 19. NOTICES
- SECTION 20. RELATIONSHIP OF PARTIES
- SECTION 21. JURISDICTION
- SECTION 22. INTEGRATION
- SECTION 23. MODIFICATION
- SECTION 24. SEVERABILITY

SECTION 1. DEFINITIONS

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Borough" means the Matanuska-Susitna Borough.
- B. "Borough funds" means all money obtained by the Grantee from or through the Borough under this agreement.
- C. "Grantee" means Curry Ridge Riders.
- D. "Property" means personal or real property used in connection with the Grantee's performance under this agreement and acquired in whole or in part with Borough funds.

SECTION 2. GRANT ADMINISTRATION

- A. The Community Development Director or her designee shall administer this grant on behalf of the Borough.
- B. The Executive Director or Board President of Curry Ridge Riders shall administer this grant on behalf of the Grantee.

SECTION 3. DURATION OF GRANT

- A. The services, functions or activities described in Part II, Exhibit A, shall begin on the date the grant is fully executed, and be provided through September 30, 2026, the date of expiration of this grant agreement.
- B. The grant may be terminated in accordance with the provisions of Part I, Section 15.

SECTION 4. AWARD OF GRANT

- A. The Grantee is hereby awarded a grant in the total amount of ninety-two thousand dollars four hundred dollars (\$92,400).
- B. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Grantee in connection with performance of Agreement scope of work. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Grantee may incur in the performance of its obligations under this Agreement have already been included in computation of the Grantee's fee and may not be charged to the Borough.

- C. As a condition of payment, the Grantee shall have paid all Borough taxes currently due and owing by the Grantee.
- D. The Grantee acknowledges that the Borough has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's program is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.
- E. This agreement is subject to the availability of funds lawfully appropriated by the Matanuska-Susitna Borough Assembly for its performance.

SECTION 5. METHOD OF PAYMENT

The Borough will reimburse the Grantee for the wages of personnel who assist with the project. This agreement also covers supplies, materials, equipment rental, maintenance, and fuel required to fulfill the project scope and responsibilities described herein. The Borough will reimburse the Grantee for pre-approved contractor expenses incurred in relation to the project.

The Borough will provide an initial 50% lump sum payment to the grantee, and process requests for reimbursement for the remainder of the project.

SECTION 6. USE OF GRANT FUNDS

- A. The Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Part II, Project Scope of Work and Project Budget. Administrative expenditures shall not exceed five percent (5%) of the total expenditures under this grant agreement.
- B. Grant funds made available to the Grantee under this agreement may be used for expenses or obligations incurred by the Grantee before the grant agreement start date for services, functions or activities described in Part II, Project Scope of Work and Project Budget..
- C. No claim for services, functions or other actions performed in addition to those specifically described in Part II, Project Scope of Work and Project Budget shall be allowed by the Borough. However, the Grantee may at its own expense provide such other services or perform such other functions as are appropriate and consistent with this agreement.
- D. No funds made available to the Grantee under this agreement may be used for:
 1. Purchase of automobiles, vans, buses, or other transportation equipment;
 2. Losses from bad debts;

3. Contributions to contingency reserves or miscellaneous funds;
4. Contributions, donations, or dues to any organization;
5. Entertainment costs;
6. Fines and penalties;
7. Interest on borrowing, financing or refinancing costs and related legal or professional fees;
8. Legal fees, except for the direct benefit of service recipients;
9. Indirect or percentage overhead costs except as directly charged to grant activities funded;
10. Costs associated with lobbying at local, state, or federal levels or other political activities; and
11. Costs of promoting or opposing unionization.

SECTION 7. FINANCIAL MANAGEMENT SYSTEM

- A. The Grantee shall establish and maintain a financial management system conforming to generally accepted accounting principles.
- B. The financial management system shall:
 1. Provide accurate, current and complete disclosure of all financial transactions relating to this grant agreement;
 2. Maintain separate accounts by source of funds for all revenues and expenditures. Identify the source and application of funds for the Grantee's performance under this agreement, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
 3. Effectively control and account for all Borough funds and property;
 4. Compare actual or accrued expenditures with budgeted amounts and compare financial information to performance or productivity data where applicable;
 5. Maintain Policies and Procedures that provide for accurate accounting and proper management of all grant funds;
 6. Minimize the time between receipt of funds from the Borough and their disbursement by the Grantee;
 7. Provide accounting records supported by source documentation;
 8. Provide a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

SECTION 8. REPORTING AND AUDITS

- A. Upon request and within a reasonable time, the Grantee shall provide such other information, reports and access to all records relating to its activities under this grant to the Borough in such form and at such time as the Borough may reasonably require.
- B. During normal business hours the Grantee shall permit the Borough to audit, examine and make excerpts or transcripts from such records, and to make audits

of all reports, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The audits and inspection of records authorized by this Section shall include, but will not be limited to, a review of the organization, general management, financial management, case management, treatment process, and physical facility. Any denial or failure by Grantee to permit Borough access to any and all records and/or documents reports, materials, payrolls, personnel records, financial information, operating policies and procedures, and any other management records shall be deemed a material breach of this Grant Agreement.

- C. If an independent or Borough audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Borough within thirty (30) days of audit findings.
- D. Not later than October 15, 2026, the Grantee shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any State, Federal or other agency that may request such reports. The final report shall include all actual costs incurred and present any findings or recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

SECTION 9. RECORDS MANAGEMENT

- A. The Grantee will retain for a period of five (5) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement
- B. Upon request and within a reasonable time, the Grantee shall make available for examination all of its records relating to the existence, operation, control and directorate of the Grantee's subsidiaries, sister corporations, partnerships or any related business entities. Such records shall be retained by the Grantee for a period ending five (5) years after termination of the grant agreement.
- C. If for any reason the Grantee ceases operations under this agreement before the end of any record retention period in this Section, all records described in Section 7 Subsection B shall be delivered to the Borough.
- D. If the Grantee fails to protect its records adequately from fire, theft, damage, deterioration or any other type of loss during any retention period in this Section, the Borough may take custody of any records described in Section 7 Subsection B that the Borough believes to be inadequately protected.

SECTION 10. PERMITS, LAWS AND TAXES

- A. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. A business license issued by the State of Alaska, Department of Commerce, is required. All actions taken by the Grantee under this agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

SECTION 11. ASSIGNMENTS AND SUBCONTRACTS

- A. Unless otherwise allowed in writing by the Borough, any assignment by the Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by the Grantee to assign any part of its interest or delegate its duties under this agreement shall give the Borough the right to immediately terminate this agreement without any liability for any actions performed by the Grantee.
- B. The Grantee may enter into subcontracts to purchase goods and services necessary to its performance under this agreement, provided that the Grantee and subcontractor comply with the requirements of this Section.
- C. The grantee shall have established written procedures for the selection of a subcontractor that comply with requirements of Part I, Section 14.
- D. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore and comply with requirements of Part I, Sections 6 and 14.
- E. Every subcontract in an amount exceeding \$1,000.00 shall require retention of, and reasonable access to, business records of the subcontractor relating to the purchase of goods or services under the subcontract.

SECTION 12. INDEMNITY

The Grantee shall indemnify, defend, and hold and save the Borough, 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 attorney's fees. The grantee shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from grantee's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance related to this lease in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omission by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the grantee shall not be

responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

SECTION 13. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Except as otherwise provided herein, all data, documents and materials produced by the Grantee under this agreement shall be the property of the Borough, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

SECTION 14. UNALLOWABLE ACTIVITIES

A. Discrimination:

1. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Grantee shall state, in all solicitations or advertisements for employees to work under the grant agreement, that all qualified applications will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical impairment/disability.
3. The Grantee shall include the provisions of Subsection 1 through 3, of this Section, in every subcontract or purchase order under this grant, so as to be binding upon every such subcontractor or vendor of the Grantee under this agreement.
4. The Grantee shall comply with all applicable Federal, State, and Borough laws concerning the prohibition of discrimination.

B. Conflict of Interest:

1. No member of any board shall cast a vote on any matter which could financially benefit such member, or any organization such member could represent.
2. Each agency shall avoid organizational conflict of interest, and all personnel shall avoid personal conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds.
3. No funds shall be paid to any non-governmental individual, institution or organization to conduct an evaluation of the grant if such individual, institution or organization is associated with the grant as a consultant or technical advisor.

C. Kickbacks: No officer, employee or agent of any agency shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subrecipient, contractor or other individual served through the grant.

D. Administration: All non-profit agencies must establish and adhere to a written policy stating that an employee of the grantee may not be a member of the grantee's governing board.

E. Political Patronage:

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.
2. The Grantee agrees that it shall not expend any Borough funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for any state or municipal office even if such endorsement or opposition does not require expenditure of funds. The grantee understands that after a determination by the Borough that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any Borough funds for the following fiscal year.

F. Limitations on Religious Activities: The Grantee agrees that if it represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institute or organization, that in connection with all services provided under this grant agreement:

1. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. it will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

SECTION 15. TERMINATION

This grant may be terminated:

- A. By mutual consent of the parties expressed in writing.
- B. By the Borough when an audit report on a previous grant to the Grantee by the Borough reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Borough for the full amount of the ineligible expenditures.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.
- D. For the convenience of the Borough, for any reason or no reason, provided that the Borough notifies the Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

SECTION 16. DUTIES UPON TERMINATION

- A. If the Grantee's services are terminated, the Borough shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Borough because of the Grantee's failure to satisfactorily perform. The Borough may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.
- B. If the Grantee receives payments exceeding the amount to which it is entitled under Subsection A of this Section, it shall remit the excess to the Borough within thirty (30) days of receiving written notice to do so.
- C. The Grantee shall not be entitled to compensation under this Section until the Grantee has delivered to the Borough all final financial and program performance reports and all other documents, records, and work products related to this agreement and requested by the Borough.

- D. If the Grantee's services are terminated, neither party may claim compensation under this agreement not allowed under this Section.
- E. If a final audit has not been performed before the Grantee's services are terminated, the Borough may recover any costs disallowed as a result of the final audit.
- F. Except as provided in this section, termination of the Grantee's services under Section 15 does not affect any other right or obligation of a party under this contract.

SECTION 17. DUTIES UPON EXPIRATION

Upon expiration of the grant agreement, no unencumbered funds may be expended by the Grantee. In addition to the final reports required by Section 8E, the Grantee will promptly refund to the Borough any unencumbered balance of grant funds paid to the Grantee or otherwise dispose of said funds as the Borough may direct.

SECTION 18. NON WAIVER

The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the Borough thereafter to enforce each and every provision hereof.

SECTION 19. NOTICES

Any notice or correspondence pertaining to the subject matter of this grant shall be personally delivered, sent via email or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Matanuska-Susitna Borough

Matanuska Susitna Borough
Community Development Department
350 E. Dahlia Avenue
Palmer, Alaska 99645
lmb@matsu.gov

Grantee

Curry Ridge Riders
PO Box 13218
Trapper Creek AK 99683
akcurryridgeriders@gmail.com

SECTION 20. RELATIONSHIP OF PARTIES

The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer the grant and monitor the Grantee's compliance with its obligation hereunder. The Borough shall not supervise or direct the Grantee other than as specifically provided in this agreement.

SECTION 21. JURISDICTION

Any civil action arising from this agreement shall be brought in the Superior Court, Third Judicial District, of the State of Alaska at Palmer. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

SECTION 22. INTEGRATION

This agreement and all appendices and modifications hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. The parties may modify this agreement only in writing and a written copy, signed by both parties, shall be attached and become part of this agreement.

SECTION 23. MODIFICATION

- A. This grant agreement shall only be modified or changed in writing, and be executed by authorized representatives of the parties.
- B. For the purposes of modifications to the approved grant agreement, the authorized representatives of the parties are:

Grantee: Executive Director or Board President

Borough: Borough Manager or Authorized Designee

- C. For purposes of any modification or change to the terms and conditions of this agreement, the Grantee must request any modification in writing and the Borough must receive this request prior to the final 90 days of the grant agreement.
- D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 24. SEVERABILITY

Any provision of this grant agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the grant agreement.

FUND VERIFICATION

BOROUGH USE ONLY

Fund Verified:

480.000.000 429.900 47031-4200-4201 \$92,400.00

Signature: Wm

Date: 10/17/25

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates shown below.

GRANTEE:

Curry Ridge Riders

Date: 10/16/25

Signature

Printed Name: Patrick Merow

Title: Vice President

ACKNOWLEDGEMENT OF GRANTEE

State of Alaska)
) ss.
Third Judicial District)

On October 16th, 2025, Patrick Merow,
authorized representative of Curry Ridge Riders personally appeared before me:

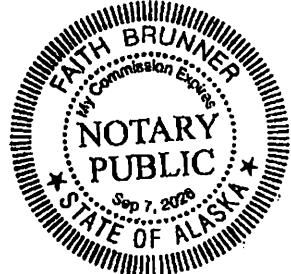
who is personally known to me

whose identity I proved on the basis of

whose identity I proved on the oath/affirmation of

a credible witness.

And acknowledged before me that he/she signed the Grant Agreement for the purposes stated therein.



Faith B
Notary Public for State of Alaska
My commission expires: Sept 7, 2026

GRANTOR

MATANUSKA-SUSITNA BOROUGH



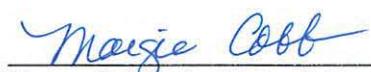
Michael Brown, Borough Manager

ACKNOWLEDGEMENT OF GRANTOR

State of Alaska)
) ss.
Third Judicial District)

On this 20 day of October, 2025, Michael Brown, Manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed this grant agreement on behalf of the municipal corporation.




Margie Cobb
Notary Public for State of Alaska
My commission expires: 8/18/2026

Matanuska-Susitna Borough
Grant Agreement

Part II
Exhibit A

Scope of Work
and
Project Budget

Scope of Work

Construct driveway and access road for the Chulitna Bluff Groomer Facility, to be used for both groomer access as well as future Borough gravel sale traffic in 2026. The Borough is providing the ADOT driveway permit and the driveway and access road design and engineering documents. The intent is that the driveway and access road will be shared between the Curry Ridge Riders and the Borough.

Project Budget

Total: \$ 92,400

AMENDMENT #1
CURRY RIDGE RIDERS
CHULITNA RIVER BLUFF GROOMER ACCESS GRANT

This Amendment to the Grant have been reviewed and are approved herein by both parties:

SECTION 4 (A) Grant Amount:

Amount is changed from \$92,400 to \$157,400, an increase of \$65,000.

Accounting

Fund Verification: 480.000.000 429.900 47031-4200-4201 \$65,000.00

Signature: _____

Date: _____

SCOPE OF WORK: The Scope of Work has been changed to read as follows:

Construct driveway and access road for the Chulitna Bluff Groomer Facility, to be used for both groomer access as well as future Borough gravel sale traffic in 2026. **Pioneer access to a gravel deposit on the borough parcel for use in this project.** The Borough is providing **the on-site gravel**, the ADOT driveway permit and the driveway and access road design and engineering documents. The intent is that the driveway and access road will be shared between the Curry Ridge Riders and the Borough.

All other terms and conditions remain unchanged and in full force and effect as outlined in the original agreement.

Facsimile or scanned signature is acceptable in acknowledgement of this amendment and will be considered as an original signature.

IN WITNESS, WHEREOF, the parties hereto have set their hands the day stated in the acknowledgements below.

Matanuska-Susitna Borough:

Michael Brown, Manager

Curry Ridge Riders:

Patrick Merow, Vice President

Date

Date