

KEN-CARYL RANCH MASTER ASSOCIATION & WILLOW SPRINGS OPEN SPACE
ASSOCIATION TRAIL USE AGREEMENT

This Agreement is made this 7th day of July, 2018, by and between Ken-Caryl Ranch Master Association ("Ken-Caryl") and Willow Springs Open Space Association ("Willow Springs").

Whereas, Ken-Caryl is owner of the Ken-Caryl Ranch Open Space ("Ken-Caryl Open Space") and desires to provide access to and use of the Ken-Caryl Open Space to a limited number of members of Willow Springs in exchange for the similar access and use of the Willow Springs Open Space; and

Whereas, Willow Springs is the owner of the Willow Springs Open Space and desires to provide access to and use of the Willow Springs Open Space to a limited number of members of Ken-Caryl in exchange for the similar access and use of the Ken-Caryl Open Space.

NOW THEREFORE, in consideration of the foregoing and the mutual terms and conditions provided herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Subject to the terms hereof, Ken-Caryl hereby grants permission to Willow Springs to allow the Willow Springs' trail club to have limited access to and use of the Ken-Caryl Open Space without charge. Subject to the remaining terms hereof, Willow Springs hereby grants permission to Ken-Caryl to allow Ken-Caryl's trail club to have limited access to and use of the Willow Springs Open Space without charge. Both Ken-Caryl and Willow Springs acknowledge and agree that sections of the "Hidden Valley" trail and the "Millennium" trail, as shown on the map in Appendix A, are located on property owned by Ken-Caryl and that sections of other trails owned by one of them may be located on property owned by the other. Notwithstanding same, both parties agree that neither this document, the reciprocal use of the parties' trails as described herein, nor the parties' acquiescence to the possible location of a section of the other's trail on its property will transfer any ownership or convey any other interest in or to these sections of trails.
2. This Agreement shall continue in effect until terminated in writing by either party. Either party may terminate this Agreement, and the rights provided herein, at any time, with or without cause, by giving written notice to the other ten days before the effective date of termination. Upon termination, each party will advise their respective trail club of the termination.
3. Access and use under this Agreement is limited to 100 residents only, whom are part of each party's respective trail clubs and meet certain requirements as defined by each party's own rules and regulations. This will include only residents from each neighborhood. Use is not available to third parties. Upon request, each party shall provide the other party with a current roster of the residents in their respective trail clubs who have been granted this limited access. Membership participation in this cooperative agreement cannot exceed 100 until each party agrees to a change of said number, and such request is made in writing, signed and dated

by both parties. Trail club members of one party who qualify to use the trails of the other party will be provided with identification bracelets or other means to be easily identified by rangers and trail volunteers. Each party will supply the other party with a contact name, phone number, and email address for the head of their respective trail club. This exchange of information will be done every spring or whenever there is a change in leadership.

4. Only trail use is permitted under this Agreement. General access to the other party's open space is not permitted under this Agreement. No new access points, trails or trail sections will be established or constructed by the other party or by the trail club members of either party on the property of the other party. The three current access points, as shown on the map in Appendix A, are as follows:

- * Upper Summit View/Tin Cup (Ken-Caryl) and Millennium (Willows Springs)
- * Willow Springs Road and Golden Eagle Road (Emergency Access Road)
- * Golden Spike Trail (Ken Caryl & Willow Springs)

5. Trail club members using the other party's trails shall be subject to the other party's rules and regulations; applied in the same manner as such party applies to its own trail club members. All users will be provided with a list of the rules and regulations governing use of the respective open spaces. Included in these rules is that a bracelet holder may bring up to three guests with them when using the other party's trails.

6. Each party shall obtain, and maintain throughout the term of this Agreement, liability insurance insuring against any such loss, liability, claim, damage or injury in a minimum amount of one million dollars per occurrence and shall provide proof of such insurance to the other party. Failure to obtain or maintain such insurance shall be a default in the terms of this Agreement and, notwithstanding the provisions of paragraph 2 above to the contrary, shall entitle the non-breaching party to immediately terminate this Agreement. In the event of termination under this paragraph, all of the remaining provisions of paragraph 2 relating to termination shall apply. Each party agrees to have their respective insurance carriers waive any right to subrogation that such companies may have against the other party, as the case may be, so long as the insurance is not invalidated thereby.

7. This Agreement constitutes permission to each party to use the other's open space trails for recreational purposes under the terms of this Agreement and does not convey any rights or interests in either party's open space.

8. It is the parties' intent that this Agreement shall be construed under the provisions of C.R.S. 33-41-101, *et. seq.*

Dated effective the day and year set forth above.

Ken-Caryl Ranch Master Association

By: _____

Seth Murphy, President

Willow Springs

By: _____

Mark Holte, WSOSOA Board Member

Appendix A

KCRMA-WILLOW SPRINGS TRAIL USE AGREEMENT ACCESS POINT MAP June 2018



