

RAILROAD PARK AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of MEDFORD, an Oregon municipal corporation hereinafter know as "City", the SOUTHERN OREGON CHAPTER OF THE NATIONAL RAILWAY HISTORICAL SOCIETY, an Oregon non-profit corporation, hereinafter known as "THE SOCIETY", the SOUTHERN OREGON LIVE STEAMERS, an Oregon non-profit corporation, hereinafter known as "THE LIVE STEAMERS", the ROGUE VALLEY MODEL RAILROAD CLUB, an Oregon non-profit corporation, hereinafter known as the "THE MODEL RAILROADERS", and the SOUTHWEST OREGON LARGE SCALE TRAINS, hereinafter known as "THE LARGE SCALERS".

PREAMBLE

The purpose of this agreement is to continue the development and use of the Medford Railroad Park which began under an agreement dated April 11, 1979, between the City and The Society. The Society has acquired considerable railroad and steam-era artifacts and has developed display trackage and other educational display areas.

The Live Steamers, as well as The Society, have developed their area in accordance with the previous agreement and in the last ten years have added more trackage, switches, and development targeted for public educational and recreational benefit.

The Model Railroaders have completed the model railroad display and meeting building as proposed in the agreement of March 24, 1989.

The Large Scalers have completed a landscaped outdoor layout targeted for public recreational benefit.

The City of Medford Parks and Recreation Commission and the Parks and Recreation Department have assisted Southern Oregon railroad hobbyists to create a public park for the education and participation of all citizens. The City has established a paved parking lot and a picnic area that has

fairly constant use in suitable weather during the year; planted trees on one-fourth of the perimeter; and installed an irrigation system. This agreement will provide for the further development and use of Railroad Park over the next ten years.

The intent of this agreement is to provide a railroad theme park for public recreation and education at a relatively low cost to the City by utilizing the services, equipment and materials voluntarily provided by The Society, the Live Steamers, the Model Railroaders and the Large Scalers.

THE PARTIES AGREE AS FOLLOWS:

1. The City hereby authorizes The Society, the Live Steamers, the Model Railroaders, and the Large Scalers to use the City park land described in attached Exhibit A in the manner and for the purposes set forth herein. This agreement shall be for a term of ten (10) years. This agreement may be terminated by the City at any time upon ninety (90) days' written notice if the City Council reasonably determines that the other four entities have not substantially complied with their obligations under this agreement. Upon receipt of notice of determination, the entities shall be entitled to appear before the City Council at a regular meeting and show cause why this agreement should not be terminated. All artifacts, displays, equipment, railroad track and other personal property on the site furnished by the groups shall remain the property of the individual entities. All permanent buildings and fixtures shall remain the property of the City. Upon termination of this agreement, or upon its expiration if not renewed, the four entities shall remove all their property from the site within a period of six months. The four entities shall furnish the City a current certificate of insurance evidencing such coverage and providing for notice to the City of cancellation.
2. During the term of this agreement, the four entities shall maintain in force, at their expense, a policy of public liability insurance naming the City of Medford as an additional insured along with the participating railroading organizations and their members, covering their construction activities, moving of equipment and displays, and operation of passenger hauling scale-model

trains at the railroad park and having at least the following limits of coverage:

Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate-\$1,000,000; Products/Completed Operations Aggregate-\$1,000,000; Personal & Advertising Injury Aggregate-\$1,000,000; Each Occurrence-\$500,000. "The City of Medford and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.

The four entities shall furnish the City a current certificate of insurance evidencing such coverage and providing for notice to the City of cancellation.

3. This agreement shall not be construed to create any leasehold interest in or by an entity. The Railroad Park shall be and at all times remain a public recreation facility of the City of Medford and any benefits to the participating organizations to pursue their hobbies shall be incidental to this primary purpose. Donations and/or nominal admission charges may be solicited to defray the costs of operations subject to the approval of the Medford Parks and Recreation Commission.
4. The Society shall have the following privileges and responsibilities:
 - a. The Society may continue to refurbish, as much as practical, the "4-Spot", the Willamette locomotive donated to the City by the Medford Corporation and transferred to the Society by the City in September, 1997.
 - b. The Society may continue to restore and open for display other full-sized cabooses, cars, and other railroad displays as acquired.
 - c. The Society will continue to maintain and operate a telegraphy demonstration on the previously established sites in the Railroad Park. These sites are connected by means of a wire hung on insulators on poles. The connecting wire will be maintained at a minimum of 15 feet above ground level. The circuit and the instruments will be inaccessible to the public and for operator use only.
 - d. All operations, additions, and displays shall be subject to approval by the Medford Parks and Recreation Department.
5. The Live Steamers shall have the following privileges and responsibilities:

- a. Live Steamers may continue to add trackage and supportive appurtenances to develop the entire area for the educational benefit of all citizens.
- b. In cooperation with The Society, the Live Steamers may work toward constructing and erecting the crossing and semaphore signals and other railway paraphernalia.
- c. The Live Steamers, in cooperation with the Society, may develop the "settling tank" for the agreed best use.
- d. The Live Steamers, in cooperation with the Society, may continue to use the "pump" house as a storage and work area.
- e. The Live Steamers, in cooperation with The Society, may construct accessory buildings as needs develop with prior approval of the Parks and Recreation Department.
- f. Live Steamers, in cooperation with The Society, may develop parking, picnic, and rest areas within the park in cooperation with the Parks and Recreation Department as their funding and materials permit; and
- g. Live Steamers shall provide train rides for the public at least two days per month, seven months per year, April through October. In addition, the Live Steamers will provide train riding and depot picnic area services for private parties (e.g. birthdays, school groups, church picnics, senior citizen groups etc.) on any other day of the week, except public run days from April through October. The schedule of operations shall be subject to approval by the Parks and Recreation Director.

6. The Model Railroaders shall have the following privileges and responsibilities:

- a. The Model Railroaders will continue to use the building constructed by them, on the park site, for the model railroad operating display layout and a conference or meeting room.
- b. The Model Railroaders will allow The Society, The Live Steamers, and The Large Scalers to hold their regularly scheduled meetings in this building.
- c. Use of this building will be regulated by the Model Railroaders, within the general

limits of this agreement. The building will be open to the public for viewing of displays at least two days a month, April through October, for four hours per day.

The Model Railroaders shall provide security for their equipment and displays in the building. The schedule of public operation shall be subject to approval of the Director of Parks and Recreation.

- d. The Model Railroaders may construct accessory buildings as needs develop with prior approval of the Parks and Recreation Department.

7. The Large Scalers shall have the following privileges and responsibilities:

- a. The Large Scalers will construct a landscaped outdoor layout or other appropriate model display. These layouts will be developed in cooperation with The Society, the Live Steamers, and the Model Railroaders.
- b. The Large Scalers in cooperation with The Society, the Live Steamers, and the Model Railroaders may construct accessory buildings as needed with prior approval of the Parks and Recreation Department.
- c. At this time, it is not the intent of the Large Scalers to build or otherwise raise a building to be used as a place to house a layout.

8. The four railroading groups may provide a full-time caretaker to live on the site in quarters constructed and maintained by the railroading groups.

9. As development progresses, the City will provide necessary utilities to sites and structures. The City will provide landscaping, irrigation, plants, grass seed and other related items subject to availability of materials and funding.

10. All development plans are subject to the discretionary approval of the Parks and Recreation Commission. Approval of other City boards or departments shall be obtained as required by ordinance or other applicable law. No construction shall commence until necessary approvals are

obtained.

11. In the event that it becomes necessary to relocate the Railroad Park as the result of highway construction, the City agrees to the following:
- a. The City will be an advocate of the Railroad Park and will work to obtain State and Federal funds to replace the existing Railroad Park with comparable facilities. This includes all landscaping, grading, buildings, railroad structures (bridges and tunnels), and other appurtenances. This should include sufficient funds to cover all City administrative, development, and engineering costs without impacting the ability to construct a comparable facility.
 - b. Planning and development of any replacement Railroad Park will be in cooperation with the Society, the Live Steamers, the Model Railroaders and the Large Scalers.
 - c. All State and Federal funds provided to replace buildings and other structures constructed originally by volunteers of the above organizations will be dedicated to the construction of equivalent (comparable in size and construction type) structures and will not be used for other park development.
 - d. The construction of equivalent structures may be accomplished in one or two ways:
 - i. The City may arrange to have equivalent structures constructed working in cooperation with the affected organization regarding design and location.
 - ii. The City (or ODOT) may provide the funds for the construction of the replacement structures directed to the affected organizations in the form of a grant so the organizations may arrange for the construction of the facilities at the new Railroad Park location.
 - e. Any Permanent Buildings or structures and fixtures shall become the property of the City.

IN WITNESS WHEREOF, the City, the Society, the Live Steamers, the Model Railroaders and the Large Scalers have caused this agreement to be executed for and on their behalf by their duly

authorized officer(s) on the day and year first above written.

CITY OF MEDFORD

BY: _____

Gary Wheeler

Mayor, City of Medford

SOUTHERN OREGON CHAPTER OF THE NATIONAL
RAILWAY HISTORICAL SOCIETY

BY: _____

SOUTHERN OREGON LIVE STEAMERS

BY: _____

ROGUE VALLEY MODEL RAILROAD CLUB

BY: _____

SOUTHWEST OREGON LARGE SCALE TRAINS

BY: _____