

WTC 97890-KR

After recording, return to:

Justin Throne, Esq.
280 Main Street
Klamath Falls, OR 97601

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Klamath County, Oregon

05/31/2013 02:13:13 PM

Fee: \$152.00

CONSIDERATION:

\$1.00 and other valuable
consideration

TRAIN MOUNTAIN INSTITUTE Connecting Railroad Agreement

This Agreement ("Agreement") is made and entered into this 31st day of May, 2013, by and between :

Train Mountain Holdings A, LLC, an Oregon limited liability company, Train Mountain Holdings B, LLC, an Oregon limited liability company, Train Mountain Holdings C, LLC, an Oregon limited liability company, which are wholly owned by Train Mountain Institute, formerly known as Railroad Institute, an Oregon public-benefit non-profit corporation, registered as No. #723321-91, recognized as a 501(c)3 designation and status under the Internal Revenue Code, and together all of these entities are collectively referred to throughout this Agreement as "Institute", and

William Irving Dobbs and Rosemarie T. Dobbs, husband and wife ("Dobbs"), have acquired the real property legally described as follows and referred to in this agreement as the "Dobbs Property" :

That portion of Government Lot 5 in Section 5, and Government Lot 6 in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of State Highway #62.

<i>Tax Lot</i> <u>23</u>	<i>Tax Lot ID</i> <u>R787027</u>	<i>Acres</i> <u>0.29</u>	<i>Location</i> <u>R-3507-06A-200</u>
<i>Tax Lot</i> <u>24</u>	<i>Tax Lot ID</i> <u>R218963</u>	<i>Acres</i> <u>18.60</u>	<i>Location</i> <u>R-3507-05-500</u>

Preamble

Institute owns and operates a 7.5" gauge model railroad called Train Mountain ("TM") near Chiloquin, Oregon. Institute wishes to encourage railroad enthusiasts to move to the area so they can support the railroad educational programs offered by Institute. Institute wants property owners to develop their own track and to connect their track to the TM track so that their trains can participate in Institute educational programs and so they may host other Institute educational programs on their property. This agreement provides for connections to TM track directly for adjoining property owners and indirectly for property owners that connect to TM track across other properties.

152AWJ

1.0 Definitions :

"TRACKAGE" as used in this agreement means all miniature railroad track, normally of approximately 7.5" gauge, including everything constructed and resting upon, or immediately adjacent to and thereby a part of, and consists of, but is not limited to plastic underlayment, track panels, switches, switch stands, crossovers, road crossings, switching systems, signal systems, supplied electrical power, signage, ballast, culverts, trestles, bridges and tunnels.

"TRAINS" shall mean any equipment designed to move on the TRACKAGE.

2.0 Commencement of the Agreement

This agreement shall commence upon recordation of the same.

3.0 Exhibits

3.1 Institute Exhibits

Institute has developed the following exhibits which are attached :

Exhibit A -- Train Mountain Track Plan

Institute will maintain a master Track Plan that shows the existing and proposed track on all properties that have Track connecting to TM or plan to have Track connecting to Train Mountain.

Exhibit D -- Train Mountain Track Standards

3.2 Dobbs Exhibits

Dobbs has developed the following exhibit which is attached :

Exhibit E -- Dobbs Track Plan

The Dobbs Track Plan at a minimum will show Connection Points, Feeder Track, and Road Crossings. It may show Private Track.

Connection Points are the points on the Dobbs's Property boundaries at which track will cross the Dobbs's Property boundaries. The Connection Points are established in consultation with Institute and adjacent land owners. Connection Points are positioned to allow trains to enter and leave each property along a route that works for each land owner and allows track to not exceed a 2% grade. Connection Points are positioned to minimize interference with reasonable development of each property.

Feeder Tracks are the mainlines that allow adjoining property owners to connect to Institute property. The Feeder Track plan will allow trains to enter and exit each property using a one way track. Every property must have a workable plan for getting trains on and off the property and for enabling private track on the property that maintains a grade that does not exceed 2%. Two Types of Feeder Tracks will be shown :

- 1) "Initial Feeder Track(s)" that Dobbs agrees to install.
- 2) "Planned Feeder Track(s)" that can be installed at an adjoining property owner's expenses when an adjoining property owner is ready to connect track. The Planned Feeder Tracks should use the most direct possible route between the Initial Feeder Tracks and each Connection Point that maintains a 2% or less grade. If Dobbs chooses a less direct route, then the differential cost that results from the longer route may be the responsibility of Dobbs.

The Dobbs Track Plan may designate "Private Track".

The direction of rail traffic on each track will be shown.

The Dobbs Track Plan will identify all Road Crossings and designate whether they will be "Country Crossings" made from track on 3" high steel I-Beams extending a minimum of 4' beyond the edges of the road or "Concrete Crossings" in which the track and I-Beams are set in concrete 1 foot deep and 2-feet wide.

3.3 Joint Exhibits

Dobbs and Institute have developed the following exhibit which is attached :

Exhibit D - Connecting Track Plan

The Connecting Track Plan shows how track will run from the Connection Points on Dobbs Property Boundary to switches which Institute agrees to install near Cooper Siding and near the western most curve of the Train Mountain track on Tax Lot 21. The direction of rail traffic on each track will be shown.

Dobbs and Institute approve the exhibits.

4.0 Dobbs Easement Grant to Institute

In consideration of Institute paying to Dobbs the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, Dobbs grants to Institute easements according to the terms and conditions set forth below.

4.1 Nature of Easements

A) A permanent access for ingress, transit, and egress upon the grantor's land to operate Trains on Trackage across the grantors land and to walk along the track or an area 5' either side of the centerline of the Trackage for a total of ten (10) feet of width for a single line track and fourteen (14) feet of width for double track and five (5) feet from the center line of the outside track in the case of more than two tracks, AND,

B) A permanent access for ingress, transit, and egress upon the Dobbs Property by any means for the purpose of:

- 1) Supporting use of the Trackage, including providing emergency or medical assistance, photography, surveying present or future Trackage,
 - 2) Inspecting, surveying, or maintaining the Trackage, structures supporting or protecting the Trackage, and other miniature railway improvements,
 - 3) Loading or unloading Trains
 - 4) Parking vehicles or equipment that support the Trains in locations determined by Institute to be convenient to the support of the Trains.
 - 5) Servicing the Trains.
 - provided that no road vehicles except small off-road vehicles (such as a John Deere Gator) shall drive across any Trackage except at a road crossing unless responding to a bona fide emergency.
 - 6) Installing, servicing or maintaining structures that contribute to the model railroad environment including, but not limited to model buildings, signal structures, and signal related structures.
 - 7) Maintaining, creating, or servicing existing and future railroad grades.
- C) The easements created by this Agreement are unrestricted as to time of day or night.
- D) The easements created by this Agreement may in no way be fenced, gated, or in any other manner obstructed either in whole or in part.

4.2 Location of Easements:

The easements granted by this agreement are the Initial and Planned Feeder Tracks approximately mapped on Exhibit C. The exhibit reflects an approximation and Institute shall have the right to make any modification or additions that it deems necessary.

4.3 Easements Run with Land

The easements created by this agreement are permanent and perpetual in nature, shall run with the land, and bind the heirs, successors in title, and assigns of the parties to this agreement. The easements created by this agreement burden the Dobbs Property, and benefit the parcels of land and property rights owned by Institute. The parties agree that one purpose for and function of the easements granted by this agreement is to preserve

existing cultural aspects of miniature railroading as that hobby pertains to the activities of Institute and Train Mountain.

4.4 Non-Exclusive

The easements created by this agreement are not exclusive, and Dobbs may grant to others easements as described in Paragraph 4.1.

4.5 Indemnification

Institute agrees to use the easements created by this agreement at its own risk, and further covenant to indemnify and hold harmless Dobbs for and against any and all liability, arising from injury to person or property, occasioned wholly or in part by any act or omission of Institute, or its "participants," which term is defined to include, but is not limited to, members, guests, invitees, licensees, permittees, owners, operators, riders, volunteers, observers, employees and staff, event organizers, purveyors, and concessionaires.

4.6 Insurance

Institute agrees to maintain a commercial policy of general liability coverage, at all times, in an amount of not less than Two Million Dollars (\$2,000,000), which names Dobbs as an additional insured, beginning when a landowner, other than Institute, places track on any adjacent or nearby parcels of real property and the track connects to Train Mountain Track over Feeder Track on the Dobbs Property. When the policy is in force, Institute agrees to provide the other parties with a certificate of insurance.

4.7 Construction and Maintenance of Feeder Trackage

If Dobbs does not construct the Feeder Trackage and Institute does construct the Feeder Trackage, then Institute covenants that the Trackage it constructs will be constructed according to good, workmanlike, and customary standards. Dobbs agree to pay for any damage to the trackage caused by Dobbs, their agents and guests. Any trackage constructed and installed by Institute under this agreement shall become the property of Institute.

4.8 Easement Administration

The parties agree that the easement will be administered by Institute to allow each property adjacent or nearby to the Dobbs Property unrestricted track access.

5.0 Dobbs Track Laying

5.1 Initial Feeder Track

Dobbs will bear the costs of preparing the grade and laying the Initial Feeder Trackage.

Dobbs agrees to prepare the grade and lay the Initial Feeder Track(s) shown on Exhibit C – Dobbs Track Plan within 5 years from the date of this Agreement.

Dobbs agrees that if

- 1) Dobbs does not prepare the grade and lay the Initial Feeder Trackage by the date above, and
- 2) An adjoining property owner or adjoining property owners and Institute have signed Connecting Railroad Agreement(s).

Then Institute or Institute's designated contractor may prepare the grade and lay the Initial Feeder Track to serve the adjacent property and the costs will be paid by Dobbs.

5.2 Planned Feeder Track

When a property owner adjoining Dobbs Property and Institute have signed a Connecting Railroad Agreement and the adjoining property owner is ready to build their Initial Feeder Track(s) or Private Tracks to connect to a designated Connection Point on the border of Dobbs's land; then Dobbs agrees to prepare the grade and lay the required Planned Feeder Trackage at the adjoining property owner's expense within 15 months of the date that at least 200' of Trackage on the adjoining property is laid, ballasted, and connected to the designated Connection Point.

Dobbs agrees that if Dobbs does not prepare the grade and lay the required Planned Feeder Trackage within 15 months or such time as is agreed in writing by Dobbs and the adjoining property owner, then adjoining property owner may hire Institute or Institute's designated contractor to prepare the grade and lay the required Planned Feeder Trackage.

5.3 Feeder Track Standards

Dobbs agrees that Feeder Track will be laid in conformance with Exhibit E – Train Mountain Track Standards.

There are 4 approved track architectures at Train Mountain :

1. Aluminum Rail on Wood Ties
2. Steel Rail on Wood Ties
3. Aluminum Rail on Plastic Ties
4. Steel Rail on Plastic Ties

Institute believes that track safety is a top priority. All the track owned by Institute or connected to Institute track needs to be safe. Institute's and Train Mountain's brand and

reputation depend on the safety of the track. Institute has standardized on using steel rail on plastic ties for all new track at Train Mountain.

Dobbs may lay track using any of the 4 approved track architectures, but will in all other respects obey Train Mountain Track Standards. If Institute wants the track laid using steel rail on plastic ties and notifies Dobbs of that desire in writing prior to construction, Institute may pay the difference in material costs and Dobbs agrees to lay the Feeder Track with steel rail on Plastic Ties.

5.4 Private Track

Private Track is the responsibility of the track and property owner and Dobbs may use his own Track Standards for Private Track.

5.5 Connecting Track

Dobbs will bear the costs of preparing the grade and laying the Connecting Trackage described in Exhibit D. Institute shall permit Dobbs to build the connecting track using any of the 4 approved track architectures referenced previously. Connecting Trackage will become the property of Institute when it is laid.

Institute agrees that if in the next 10 years it signs a Connecting Railroad Agreement with another property owner or other property owners that will use the Connecting Trackage to connect their properties to Train Mountain track, that Institute will require those property owners to pay their pro-rata share of the cost of preparing the grade and laying the Connecting Track to Dobbs before they can connect to the Connecting Trackage.

If Dobbs does not build the Connecting Trackage within 3 years from the date of this Agreement, Dobbs agrees that if an adjoining property owner and Institute have signed a Connecting Railroad Agreement requiring the Connecting Trackage, then Institute or Institute's designated contractor may prepare the grade and lay the Connecting Trackage to serve the property owners and a pro-rata share of the costs will be due and payable to Institute by Dobbs.

5.6 Construction

Dobbs agrees to get Institute's approval of the Connecting Track grade route after it has been surveyed and before the ground or vegetation is disturbed. Dobbs agrees that at this stage Institute may relocate the route in the same general area.

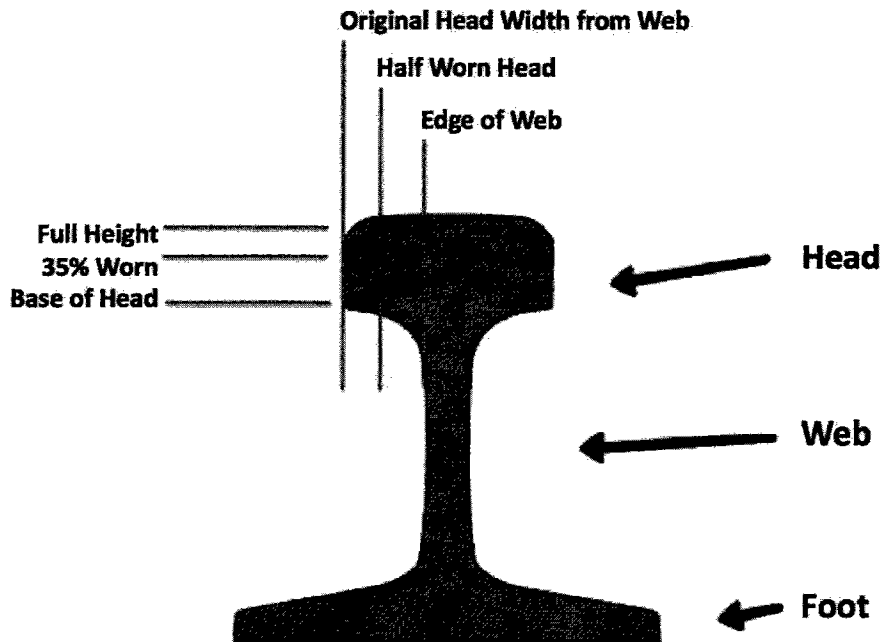
Dobbs will have no right to cut down or harvest trees on Institute property. No tree, other than Juniper trees, shall be cut down without the prior written permission of Institute.

6.0 Track Maintenance Standards

Dobbs agrees to maintain the Feeder Trackage in safe operating condition at all times and in conformance with Train Mountain Track Standards.

6.1 Aluminum Rail Maintenance

Dobbs agrees to replace Aluminum rail on Feeder Track when the Head of the rail has worn to half (50%) of its original width from the Web or when the Height of the Head of the rail has worn 35% to a new height of 65% of the original Height of the Head.



The wear is mostly apparent on curves.

Dobbs agrees that Institute may periodically enter Dobbs Property and inspect the condition of the Feeder Track Aluminum rail to identify areas of Aluminum Track that have exceeded the wear standards outlined above. When Institute inspections reveal Feeder Track Aluminum Rail that needs to be replaced, Institute will give written notice to Dobbs at the address designated above. Dobbs agrees to notify Institute if that address changes. After receiving notice that Track has been identified that exceeds the wear limits, Dobbs agrees to replace the worn Aluminum rail within 15 months. If Dobbs fails to replace Aluminum rail within 15 months of the date notice is received, then Institute, at its option, may close the track or replace the Aluminum rail and the costs will be paid by Dobbs.

6.2 Wood Tie Maintenance

Dobbs agrees to replace Wood ties on Feeder Track at least every 20 years. Experience at TM has shown that wood ties lose their ability to hold screws after 20 years.

7.0 Permits and Approvals

The Parties believe they have the needed County approvals to lay the Trackage contemplated by this agreement.

- 1) The Property must be declared a "Private Park". "Private Parks" are not allowed within 3 miles of an Urban Growth Boundary like Chiloquin unless a Klamath County Comprehensive Plan Amendment waives the "3 mile rule" for a specifically identified property. This requires a joint Planning Commission and County Commissioner public hearing and a substantial application. This was done for the tax lots mentioned in this agreement by CLUP 19-08
- 2) The Property must have an approved Conditional Use Permit (CUP) that identifies the planned track. This may be able to be satisfied by the Train Mountain Master Conditional Use Permit - CUP 14-10.

If additional government approvals are required, the Parties agree to cooperate in all respects needed to gain the approvals. Dobbs agrees to execute such applications and other instruments reasonably necessary for construction of the Trackage. Institute shall not be required to pay any application fees or incur any other costs or liability in connection with construction of the Trackage. The Parties will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary for construction of the Trackage.

Both organizations agree to comply with all relevant legal requirements and codes regarding the Trackage and the construction of the Trackage.

In the case of a bona fide question as to whether a permit is required for a certain activity, Dobbs agrees to defer to the judgment of Institute on that question.

Dobbs shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to conditional use permits, zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that apply to the Property.

8.0 Connection Costs

Institute will charge Dobbs no Connection Fee to connect to Train Mountain Track except as provided in Section 5. However, any subsequent assignee, devisee, or purchaser for value may be charged a one-time payment as a Connection Fee, in the discretion of Institute.

9.0 Membership

Dobbs agrees to maintain a membership in Train Mountain Railroad or any successor train hobbyist's organization that organizes meets at Train Mountain. The continuing privilege by Dobbs to use the Connecting Track depends on Dobbs remaining a member. If Dobbs is not a member, Dobbs has no right to use the Connecting Track.

10.0 Operational Rules

Dobbs agrees to comply with the Institute and Train Mountain Railroad Operational Rules. A copy of these rules is attached as Exhibit F. The Parties agree that these rules may be changed from time to time so long as the changes affect all Train Mountain Railroad members in an equal way and do not impose unique requirements on Dobbs. Presently, a rule has been instituted that prohibits steam locomotives powered by any fuel other than propane from running on track that is north of South Chiloquin Road. Dobbs agrees that he enters into this agreement with full knowledge of that rule, and that other rules may be instituted that further restrict activities on Institute property.

11.0 Keys and Access Codes

So that Institute may access the Easement for Feeder Tracks, Dobbs agrees to at all times provide Institute with keys, electronic keys, access codes, or other access devices needed for any gates or track locking devices on the Property and to provide keys to structures for use only in emergencies or as otherwise agreed between the parties.

12.0 Indemnity

Dobbs shall indemnify and hold Institute harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses that may be imposed on or incurred by or asserted against Institute for any negligence on the part of Dobbs or any of its agents, contractors, servants, employees, licensees, or invitees

Institute shall indemnify and hold Dobbs harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses that may be imposed on or incurred by or asserted against Dobbs by reason of any accident, injury, or damage to any person or property occurring in, on, or about the Feeder Trackage if and only if resulting from the negligence or other misconduct of Institute and not expressly a part of Dobbs's indemnity obligations.

13.0 Default Remedies

If a party is in default of any obligation under this Agreement, whether by action or inaction, and such default continues and is not remedied within sixty (60) days after written notice has been delivered to the defaulting party by the other party, or in the case of a default that can be cured but not within a period of sixty (60) days, if the defaulting party has not (1) commenced curing such default within such 60-day period, (2) notified the other party of its intention to cure the default, or (3) continuously and diligently completed the cure of the default, the other party may exercise any remedies available at law or in equity.

Dobbs may terminate this agreement and the use of the Connecting Trackage by Dobbs on 30 days notice.

No failure by any party to insist on the strict performance of any agreement, term, covenant, or condition of this Agreement or to exercise any right or remedy consequent on a breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

14.0 Invalidity of Particular Provisions

If any term or provision of this Agreement or the application of the Agreement to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Any notice required or permitted by the terms of this Lease shall be deemed given if delivered personally to an officer of the party to be notified or sent by United States registered or certified mail, postage prepaid, return-receipt requested, and addressed as follows:

309 N Spring Mill Rd
Villanova, PA 19085

**Railroad Institute
c/o John Black
PO Box 742
LaConner, Washington 98257**

16.0 Entire Agreement

17.0 Applicable Law

18.0 Successors and Assigns

This Agreement may be assigned by Institute to a successor organization with purposes similar to Institute or Train Mountain Railroad.

19.0 Signatures

William Irving Dobbs

X By: William Irving Dobbs
William Irving Dobbs

Rosemarie T. Dobbs

X By: Rosemarie T. Dobbs
Rosemarie T. Dobbs

STATE OF OREGON)
) ss.
County of Klamath)

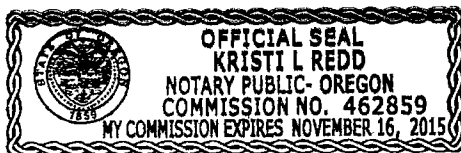
SUBSCRIBED AND ACKNOWLEDGED before me by William Irving Dobbs, who personally appeared this 3rd day of May, 2013.



Kristi L. Redd
Notary Public for Oregon
My commission expires: 11/16/2015

STATE OF OREGON)
) ss.
County of Klamath)

SUBSCRIBED AND ACKNOWLEDGED before me by Rosemarie T. Dobbs, who personally appeared this 3rd day of May, 2013.



Kristi L. Redd
Notary Public for Oregon
My commission expires: 11/16/2015

Institute:

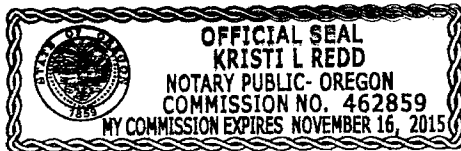
TRAIN MOUNTAIN INSTITUTE, An Oregon Non-Profit Corporation, State Registry #723321-91 (*fka* RAILROAD INSTITUTE), TRAIN MOUNTAIN HOLDINGS A, LLC, TRAIN MOUNTAIN HOLDINGS B, LLC, TRAIN MOUNTAIN HOLDINGS C, LLC:

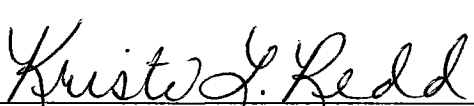
X By: 

JOHN C. BLACK, President and Manager

STATE OF OREGON)
) ss.
County of Klamath)

SUBSCRIBED AND ACKNOWLEDGED before me by John C. Black, who personally appeared this 3rd day of May, 2013.




Notary Public for Oregon
My commission expires: 11/16/2015

List of Exhibits

Exhibit A -- Train Mountain Track Plan
Exhibit D -- Train Mountain Track Standards
Exhibit E -- Dobbs Track Plan

Exhibit A Train Mountain Site Plan

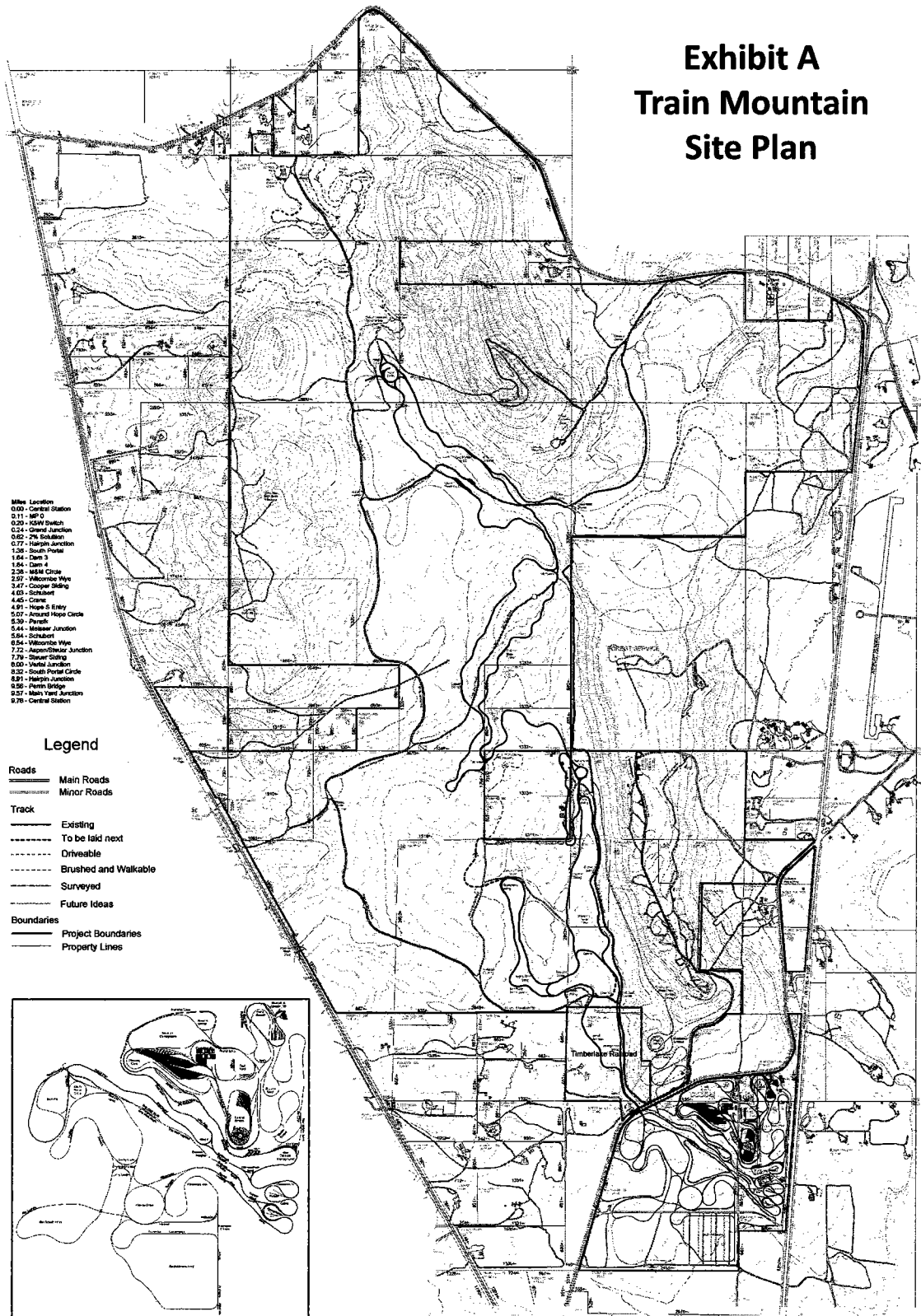


Exhibit D

Train Mountain

Railroad Track Standards

Operating Standards

1. **Train Length.** No Trains over 140'.
2. **No Insulated Wheels or Axles.** Metal wheels and uninsulated metal axles are required beyond Farmersville and on Caboose Ridge.
3. **No Reversing on Mainline.** Trains may not reverse on Bidirectional track except to back up into a Wye (at the Wye) or to back up into a Siding (at the Siding).
4. **Back into Wyes.** Trains must always back up into Wyes.
5. **Go Forward out of Sidings.** Trains cannot enter a Siding if there is already an opposing train in it.... Go to the far end and back up to get in the Siding.
6. **Emergency Communication.** Cell phones are required north of Farmersville Circle and on Caboose Ridge where FRS radios may not reach in an emergency.

Locating Standards

1. **Fouling Point.** The fouling point on a switch is measured at 34" from the center of the two tracks of a switch and shall be indicated by a two-inch washer in the middle of the 2 tracks. Where a siding length sign is provided, the fouling point is at the top edge of the sign.
2. **Signal Points** – Signal Points mark the location of Signals. On Sidings, Queuing Tracks, and Mainline Meet Tracks, on each track, find the end of the first Track Panel after the tracks begin to run parallel. The Track Panel end that is farthest from the point where the tracks began to run parallel is one Signal Point. The other Signal Point is directly across on the other track. On the legs of a Wye the Signal point is at the first Track Panel end where the centerlines of the tracks are at least 9 feet apart. This allows a signal between the tracks to be 4' from either track. Signal Points are marked with two 2" washers screwed to the middle of the Signal Point Ties on both tracks. On Sidings and Mainline Meet Tracks the distance between Signal Points must be 140' minimum.

Grade Standards :

1. **Right of Way Width.** The main line right of way shall be eight-feet wide for single line track and twelve-feet wide for double track.
2. **Grade Steepness.** Grade for newly constructed right of way shall not exceed 2%. Better is for the grade not to exceed 1 1/2%. Best is for the grade not to exceed 1%.
3. **Grade Level.** Grade may have slope for drainage, but shall be level from side to side at the point that track will be laid. Grade will be free from longitudinal dips and humps.
4. **Roadbed Drainage.** Roadbed shall either have a minimum of six-inches of fill above the surrounding ground or have ditches on both sides that are a minimum of six-inches deep and twelve-inches wide. The roadbed design shall protect the roadbed from washouts and flooding by providing for culverts, bridges, trestles, French drains, perforated pipe or other means of providing for adequate drainage as required by topography.
5. **Finished Roadbed.** Before track laying, the roadbed shall be finish graded and rolled to provide an absolutely smooth surface that is ready for underlayment and track panels.
6. **Drainage Culverts.** Drainage Culverts will be 12" diameter.
7. **Slope < 30% Fill.** Tracks may be located on fill only where the slope is less than 30%. Fill shall be graded to have a slope of 2H to 1V. (H= Horizontal, V=Vertical) Ground should be scraped free of surface organics to a depth of 6" before placing fill. Slope should be benched as fill is placed to blend fill with native soil. Fill should be applied in layers on < 1' depth, wetted to within 3% of optimum moisture content and compacted to 95% of the maximum dry density as determined by ASTM D 698.
8. **Slope < 30% Cuts.** The sides of cuts on slopes less than 30% shall be graded to 1.75H to 1V.
9. **Steep Slopes >30% Fill.** Fill should not be placed on slopes greater than 30%.
10. **Steep Slopes >30% Cuts.** Tracks may only be located in the cut on slopes greater than 30%. Dirt shall be removed from the cut. The uphill slope shall be no steeper than 1.75H to 1V.
11. **Sides of Cuts and Fills ReSeeded.** The sides of Cuts Fills should be reseeded as soon as practical.

Rail Standards :

1. **Rail.** Rail shall be steel and shall be rolled or extruded to match the existing Train Mountain rail profile. Rail sections shall be ten feet long.
2. **Ties.** Ties shall be plastic ties. The base shall be an actual 2" x 3" x 16". Ties shall be on four- inch centers, which means a two-inch space between ties and thirty ties to a ten-foot track panel.
3. **Track Gauge.** The distance between rails shall be seven and five-eighths inches.
4. **Track Panels.** Track panels shall use Spall rail joiners, and Train Mountain plates and track screws. Panels shall have a 12" rail offset, resulting in an actual track panel length of eleven feet. All track panels shall be built to the exact specifications of existing Train Mountain track panels so that all track panels on Train Mountain Railroad and all private track connected to Train Mountain mainline are fully interchangeable.
5. **Curved Track Panels.** Track Panels will be assembled with rail pre-bent to the following radius curves: 75', 90', 105', 135', and 165'.

Track Laying Standards :

1. **Underlayment.** Underlayment shall be plastic that prevents plant growth and shall have a minimum thickness of 12 mil. On Train Mountain mainline, underlayment shall be eight-feet wide on single track and twelve feet wide on double track. On private track connected to Train Mountain mainline, it shall be a minimum of four feet wide for single track and eight-feet wide on double track.
2. **Track Separation.** Parallel tracks shall be five feet apart on the main line and in yards, measured from the track centerline.
3. **Curves.** The minimum curves for mainline track shall be 90' radius. Sidings and Yard tracks shall be minimum 75' radius.
4. **Sidings.** The distance between sidings shall be approximately 3,000'. The minimum siding length shall be 140' between Switch points. A kick plate operated switch and stub track at least 12' long for storage of bad order equipment shall be provided at one end of each Siding. Mainline Switches will have Switch Stands. On Signaled, Bi-Directional track, Sidings will have a push button labeled "Push When Ready to Depart" to alert the Signaling system that the train is ready to leave.
5. **Water Sidings.** Water Sidings are Sidings that provide water. Water sidings should be located approximately every 2 miles. All Water sidings will have Ash Pits for coal burning locomotives.

6. **Queuing Tracks.** Every original entry to Bi-Directional track will have a Queuing Track that breaks groups of trains into aggregate lengths of no more than 140' which is the length of the Mainline Meet Tracks and Sidings. The Mainline switch on all Queuing Tracks will be spring operated.
7. **Wyes.** Each Wye will have a minimum of 160' on the tail measured from the switch. This allows 140' to turn a train around and 20' to store equipment. At the end of the Tail there will be an End of Track sign. All three switches will have Switch Stands. The Yellow disks on the Bi-Directional Mainline switch stands will display "Back In Only". On Signaled, Bi-Directional track, Wyes will have a push button labeled "Push When Ready to Depart" to alert the Signaling system that the train is ready to leave.
8. **Mainline Meet Tracks.** Mainline Meet Tracks are where trains traveling in opposite directions on Bi-Directional Track can pass each other. Both switches on Mainline Meet Tracks will be spring operated.



Mainline Meet Tracks are always structured as in the above picture. They are part of the Mainline. Trains may not park on the Mainline. Trains are to proceed as soon as the signal allows you to. Mainline Meet Tracks shall be located approximately every 3000ft on Bi-Directional Track. Mainline Meet Tracks will be long enough to at least accommodate 140' of train(s) between Signal Points.

9. **Circles.** New Circles will have counter clockwise flow unless there is a really good reason why that will not work.
10. **Switches.** Mainline Switches shall have a radius of 100'. Switches to Sidings and yard switches shall have a radius of 75'. All switches shall be built to the exact specifications of existing Train Mountain switches so that all switches on Train Mountain Railroad and all private track connected to Train Mountain mainline are fully interchangeable. Switches installed on Queuing Tracks and Mainline Meet Tracks will be Spring operated. Mainline Switches on Sidings and Wyes will be operated by Switch Stands.
11. **Switch Stands.** Switch stands may be of any design, provided that they do not protrude above tie level, within 24" of the center line of the track, and thereby not impede the operation of oversized snowplow and pine needle blower equipment. Remote switch stands shall be forty feet from the points of the switch that they control and the edge of the remote switch shall be a minimum of 24" from the centerline of the track. If possible, remote switch stands shall be located on the right hand side of the track.
12. **Rail Joints.** All rail shall be connected with Spall Rail Joiners between rails at joints. The gaps in rail joints shall not exceed three-sixteenths of an inch at eighty degrees Fahrenheit

Ballast Standards :

1. **Pre-Ballast Checklist.** No ballast shall be laid until all the tasks on the Pre-Ballast checklist(s) for the area to be ballasted have been completed and the Checklist signed off.
2. **Ballast.** Ballast shall be 3/4" clean crushed rock that is three inches deep. Neither 3/4" minus rock nor round river rock are acceptable. Ballast on Train Mountain mainline shall be eight-feet wide for single track and twelve-feet wide for double track. Ballast on private track connected to Train Mountain mainline shall be a minimum of four feet wide for single track and eight-feet wide for double track.

Grade Crossings :

1. **Grade Crossings.** Grade crossings are constructed of track welded to the top of two steel i-beams, 3", 5.7 lb per foot. For automobile and truck traffic the i-beams are set in concrete that is 24" inches wide, 12" deep and that extends at least 12" past the edge of the roadway being crossed, examples of which are found on the three existing grade crossings on Hidden Valley Road. For Gator and light duty use, the i-beams may be set in Ballast.
2. **Grade Crossing Signs.** All grade crossings shall be protected by crossbucks. Crossing lights shall be installed at all steel beam crossings set in concrete. Both the crossbucks and the crossing lights shall meet the crossing light specifications set forth in the Train Mountain Encyclopedia.

Signal Standards :

1. **Entry to Bi-Directional Track.** Every original entry to Bi-Directional track will have a Queuing Track that breaks groups of trains into aggregate lengths of no more than 140' which is the length of the Mainline Meet Tracks and Sidings.
2. **Signals, Sidings & Wyes.** Every Re-Entry to Bi-Directional Mainline will be controlled by a signal to the right of the track. In Sidings that signal may be Left of the siding track, away from the Mainline. (New Standard)
3. **Signals, Ready to Leave Button.** A Push Button will alert the signal system that the train is ready to depart a Siding or Wye and ReEnter the Bi-Directional Mainline. The Push Button Stands may be of any design, provided that they do not protrude above tie level, within 24" of the center line of the track, and thereby not impede the operation of oversized snowplow and pine needle blower equipment. Push Button stands shall be forty feet from the Re-Entry Signal. If possible, Push Buttons shall be located on the right hand side of the track, but may be Left of a Siding, away from the Mainline. (New Standard)

4. **Signals, Intermediate.** Intermediate Signals are located at Block Boundaries. Bi-Directional track is broken into Track segments of approximately 3000' by Mainline Meet Tracks. Track segments are broken into a maximum of 6 Blocks, approximately 600' long, by Intermediate Signals. Signal Points mark Block Boundaries with two 2" washers in the center of the top of a tie.
5. **Signals, Lamp Colors.** The following 6 Lamp Colors will be used :
 - **Green** – Proceed the track ahead is clear
 - **Flashing Yellow** – Proceed. There is a reason to stop about 1200-1800' ahead. The next signal is solid yellow.
 - **Solid Yellow** – Proceed Cautiously. There is a reason to stop about 600-1200' ahead. The next signal is Solid Red, Flashing Red or a Yard entry with a Lunar White.
 - **Flashing Red** -- Proceed "on-your-own". There is a reason to stop ahead. Be prepared to stop.
 - **Solid Red – STOP – Do not pass this signal.**
 - **Lunar White** – Proceed "on-your-own", used for entering a yard.

Structures :

1. **Bridges & Trestles.** Bridges may be of any design as long as they meet the following specifications. Bridges over other tracks, roads or walking paths shall have a minimum clearance above the track, road or path below of 83". Single-track bridges shall be a minimum of 64" wide, double-track bridges shall be minimum of 112" wide and all bridges shall have a minimum internal vertical clearance of 84". Bridges more than 30" above the ground shall have a railing 42" above the deck surface and no opening below the top railing larger than a 4" sphere.
2. **Tunnels.** Tunnel portals shall have a minimum portal width of 48" for single track and 96" inches for double track and a minimum portal height of 75". The minimum inside tunnel width for single track shall be 72" and the minimum inside tunnel height shall be 84".

Signs :

1. **W signs.** A sign indicating that the engineer shall blow his/her locomotive's whistle shall be placed 60' before the beginning of each steel in concrete grade crossing and 60' before any diamonds where two main line tracks cross. The specifications for these "W" signs are set forth in the Train Mountain Encyclopedia.
2. **Y signs.** Signs indication that the engineer shall yield to cross traffic at a diamond shall be placed 60' before each diamond where the approaching track is a siding, spur or connector track and the crossing track in a main line track with mileposts. The specifications for these "Y" signs are set forth in the Train Mountain Encyclopedia.
3. **Informational Brochures.** Information on Signals shall be available before entering signal controlled Bi-Directional Track. On the Farmersville Queuing Track at first Signal there will be a Box for Information Flyers for Northbound Track and a recycling box for Southbound Track.
4. **Wye Signs.** On signaled Bi-Directional track there will be a sign on the Yellow Disk of the mainline Wye Switch Stands saying "Back In Only".
5. **Push Button Signs.** On signaled Bi-Directional track there will be a sign "Push When Ready to Depart" on Push Button Posts on Sidings and Wyes.
6. **End of Track Signs.** There will be an "End of Track" indicator at the end of Siding storage tracks and on the blind tails of wyes.

Wildlife Protection :

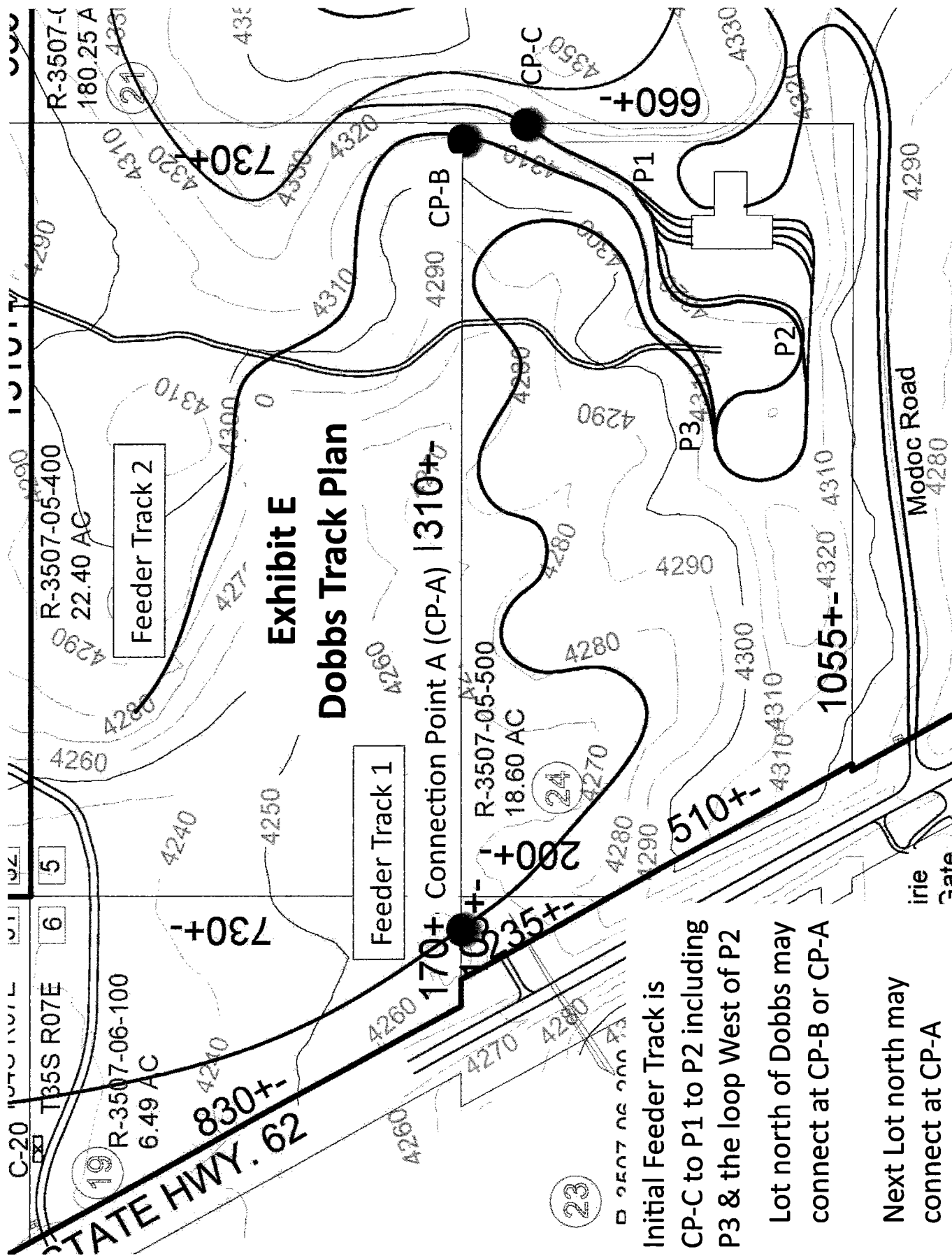
1. **Silent Operation Zones.** Silent Operation Zones will be established within 1320' of any Bald Eagle's nest.
2. **Restricted Construction Zones.** No construction and no track will be allowed within 660' of a Bald Eagle's nest. Construction shall only be allowed within 1320' of a Bald Eagle's nest in September, October, November, and December.

Land Use and Zoning :

There are two requirements to lay Track in Klamath County :

1. The property must be declared a "Private Park". Private Parks cannot be located within 3 miles of an Urban Growth Boundary (like Chiloquin) unless the Klamath County Comprehensive Plan has been amended to allow an exception to the 3 mile rule. All of Train Mountain has been declared a Private Park.
2. The track must be shown on a Conditional Use Permit approved by the county.

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Friends of Train Mountain



Initial Feeder Track is
CP-C to P1 to P2 including
P3 & the loop West of P2

Lot north of Dobbs may
connect at CP-B or CP-A

Next Lot north may
connect at CP-A