

**A Proposal
To Union Pacific Railroad
By the City of Dunsmuir**

**To Construct and Maintain a Public Trail
Along the Upper Sacramento River to Mossbrae Falls**



Prepared By
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October 28, 2017

Executive Summary

The City of Dunsmuir, California, proposes to build and maintain a hiking trail to Mossbrae Falls, in part on railroad right-of-way, to solve a severe existing safety problem of people hiking along Union Pacific's railroad tracks to access the Falls. The tracks have been used for public access to the Falls for over 130 years, but in recent years public use has increased dramatically.

The portion of trail on railroad right-of-way would be about 1,900 feet in length, but would be a minimum of 40 feet horizontally away from the tracks and 30 feet vertically below the tracks at the base of a steep side slope along the Upper Sacramento River. If measured along the slope, the proposed trail would be a minimum of 50 feet away from the tracks. The trail would only be 3 feet wide, and would be constructed in a manner as to not destabilize the railroad grade. A 4-foot wide pedestrian bridge would be installed across the river to connect the new trail to the existing Hedge Creek Falls Trail. Vandal-proof fencing would be constructed along the tracks if necessary to keep people off the tracks.

The trail project would cost around \$520,000, with half of the funding already raised. Land tenure for the portion on UP right-of-way would be provided by an annual lease for \$1/year, similar to an existing lease between UP and the City located downstream at a City park. If approved by UP, the trail would be completed by next summer. Ongoing trail maintenance would be provided by the City, a local trail organization, and volunteers.

An alternative trail route was pursued on private land on the opposite side of the river from the tracks, but the landowner would not sell the needed land or easement, even after being offered 3 times appraised value. Eminent domain was considered, but the land is outside City limits and would first require annexation. The combined process would take at least 10 years. The public safety problem is so acute that a solution needs to be found soon. The currently proposed trail route would provide that solution.

Introduction



Use of Tracks to Access Mossbrae Falls, Summer 2017

Mossbrae Falls has been a tourism destination since the late 1800's when railroad tracks were first constructed through the river canyon. Access to the Falls consisted of either taking the train to the site, where there was a nearby train station and resort at Shasta Springs, or hiking up the tracks from Dunsmuir. In the mid-1900s, a pedestrian bridge was constructed over the river at the end of Prospect Avenue in Dunsmuir to provide access to private land across the river. The bridge also provided access to the tracks, and became a starting point for public access to Mossbrae Falls. The State of California subsequently purchased land adjacent to the bridge to facilitate public parking and river access. From that location, the hike to Mossbrae Falls along the tracks was only three-fourths

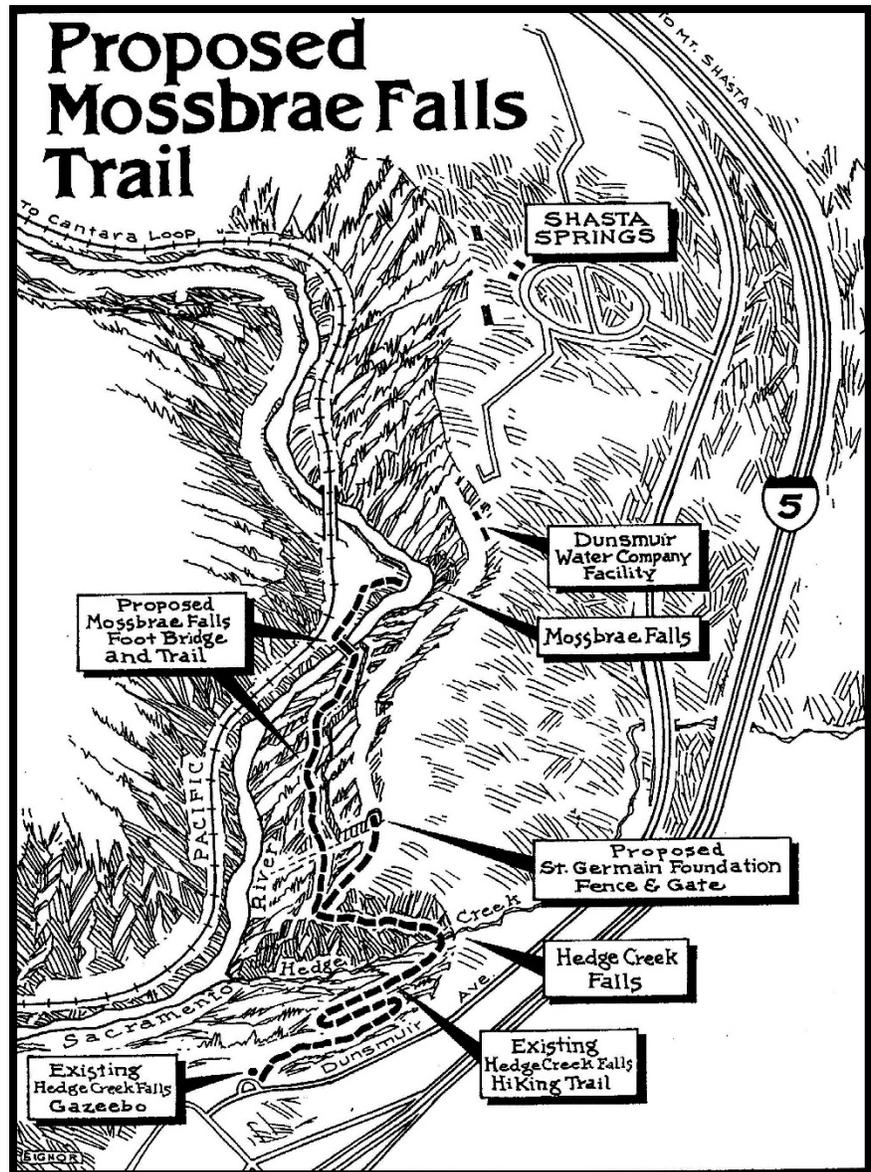
of a mile each way. The Prospect Avenue Bridge washed out during a flood in 1986, and was never rebuilt. Since then, the public has been accessing the tracks a half-mile further downstream at Scarlet Way.

In recent years, the number of hikers heading to and from Mossbrae Falls along the railroad tracks has increased dramatically, resulting in safety concerns along a railway heavily used by freight trains. Several years ago a hiker was struck by a train, but fortunately survived. The tracks are perched above the river along a very steep side slope, and at several locations there is very little room for hikers to escape oncoming trains. Many people hike right on the tracks. Trains coasting downhill from Mount Shasta are so quiet that hikers often don't see them until the horn is blown, and numerous curves limit sight distance. Most people don't realize that trains cannot stop in time to avoid hitting someone on the tracks.

History of Trail Efforts

A trail to Mossbrae Falls separate from the tracks was first proposed after the 1991 Cantara Spill. The proposed route started near the end of the existing Hedge Creek Falls Trail and continued upstream along the opposite side of the river from the tracks to a point just below Mossbrae Falls. The trail route then crossed the river at a new trail bridge location about 350 feet downstream from the Falls, and continued below the tracks from that point to the Falls.

That route required obtaining access across about 5 acres of private land owned by the Saint Germain Foundation (a small religious group that bought the 230-acre former Shasta Springs Resort from Southern Pacific Railroad in the 1950s). The proposed route was on a steep side slope well away from SGF facilities, and would have provided safe and legal access to the Falls for its members as well as the public, but SGF turned down generous acquisition offers. Efforts to pursue that route were re-kindled about 6 years ago. After numerous attempts to address SGF concerns and yet another generous offer to purchase the land (three times the appraised value), the proposal was once again turned down.



An alternate trail route to Mossbrae Falls was also considered after the Cantara Spill. It was located on the same side of the river as the tracks but uphill on another parcel of private land. That landowner was supportive of the route, but there were insurmountable problems with the proposed route. The Prospect Avenue Bridge would

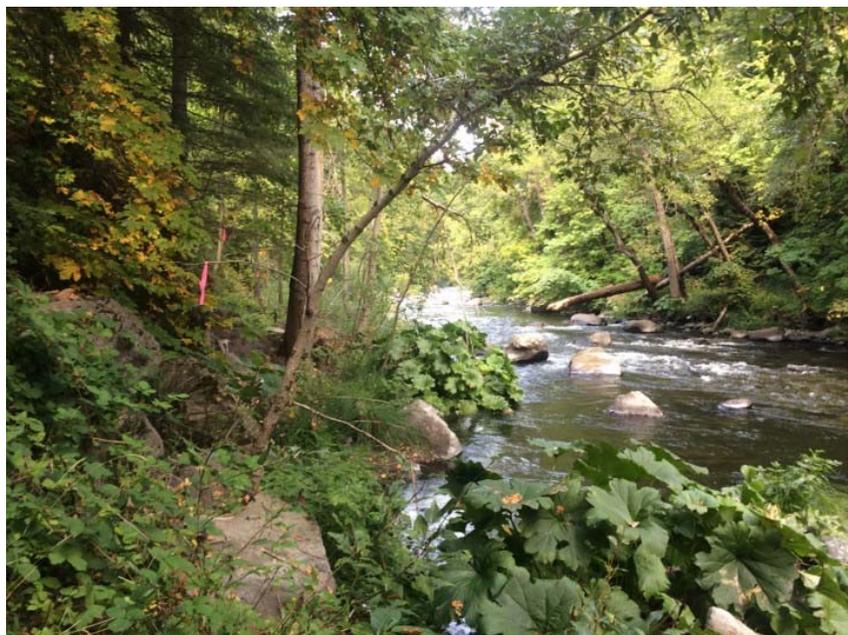
need to be re-installed, which in turn would route hikers to an at-grade crossing over the tracks, then onward to an uphill trail on a hot dry slope before dropping back to the river and under the railroad bridge above the Falls. The route would be far less attractive to hikers and more difficult to use than following the tracks, resulting in continued use of the tracks to access the Falls.

The Saint Germain Foundation recently proposed a similar route above the tracks, but instead of terminating at the Falls, the trail would end at a high point above the tracks where there would be a viewing platform overlooking the Falls from a distance. The public would have even less incentive to buy-in to that solution, because the primary incentive to visit the Falls is to stand on the beach below the falls and experience the full majesty of the falling water, cool mist, and river flowing by. A hot dry platform above and far away from the falls would not yield that experience. Also, trees block a clear view of the Falls from the hillside vantage point.

The City of Dunsmuir looked into using eminent domain to acquire the 5 acres from SGF needed for the trail route opposite the tracks, but the land involved is outside the City limits. As such, the City would first need to annex the property, which it is considering. Annexation would take at least 5 years, and eminent domain would take at least another 5 years, so completion of a trail to the Falls along this route would be many years in the making. Siskiyou County and the State of California were also approached about using eminent domain, but at this point neither is willing to take it on.

Currently Proposed Trail Route

In response to private landowner unwillingness to sell land or an easement for a trail route on the opposite side of the river from the tracks, coupled with a very serious existing public safety issue and the economic importance of continued public access to Mossbrae Falls, the City of Dunsmuir has decided to propose a trail route on the same side of the river as the tracks. This route would in part be within the railroad right-of-way for about 1,900 feet, but well below the tracks close to the river (see pink ribbon in accompanying photo). Unlike the route proposed on the opposite side of the river, the currently-proposed trail would not



Pink Ribbon Along Proposed Trail Route

be ADA-compliant, and would also be within the 10-year flood zone to maximize distance from the tracks. It would be a much more appealing route than the tracks, however, and would still reach the Falls as the destination. A site plan and cross-sections of the proposed trail route are shown on the attached drawings.

The proposed route would begin at the existing Hedge Creek Falls Trailhead on City-owned land along Mott Road next to the North Dunsmuir Interstate 5 interchange (Exit 732; see attached site plan). This would provide ample parking opportunities in a safe and convenient location, and would eliminate existing parking issues associated with the Scarlet Way access. The existing Hedge Creek Falls Trail would be used from the trailhead to its current endpoint at a viewing platform over the river, a distance of about one-quarter mile. A 170-foot

segment of new trail would be constructed from that point to a 4-foot wide trail bridge across the river near the mouth of Hedge Creek (see Section of C on the attached drawings). The bridge would either be a built-in-place suspension bridge or a pre-fabricated steel truss bridge, with the bridge segments being flown in by helicopter. A 3-foot wide unpaved trail would extend about one-third mile from the bridge along the river to Mossbrae Falls.

The trail route below the tracks would be within 100 feet of the tracks until reaching the peninsula at Mossbrae Falls, but would not be any closer than 40 feet horizontally from the tracks. The trail would also be about 30 feet lower vertically than the tracks, and over 50 feet from the tracks as measured along the slope (see Section B of the attached drawings).



View of Train from Proposed Trail

The total hiking distance to Mossbrae Falls along the proposed trail route would be somewhat shorter than the distance from Prospect Avenue (if that bridge were to be rebuilt), and much shorter than from Scarlet Way. Unlike hiking along the tracks, however, it would involve a 180-foot elevation change between the Hedge Creek Falls Trailhead and the trail along the river. As such, the new route would not make Mossbrae Falls access any easier, but it would make it substantially safer and more scenic. These attributes, along with proposed fencing along the tracks at Mossbrae Falls if needed, should eliminate use of the tracks for access to the Falls.

As a 3-foot wide unpaved trail, it would be constructed with a mini-excavator without compromising the integrity of the railroad grade or encroaching into the river, and would involve mostly a balanced cut-and-fill process using onsite materials. Some boulders would need to be imported, and several existing boulders would need to be split (without using blasting). Onsite and imported boulders would be used to armor the outside edge of the trail so that it would survive periodic inundation during high flows. It is hoped that UP can assist in transporting trail equipment, bagged concrete mix, and boulders to a staging area along the tracks across from the mouth of Hedge Creek.

On the peninsula at Mossbrae Falls, existing public access routes leave the railroad right-of-way and cross onto Saint Germain Property. The ownership pattern is an artifact of the tracks cutting through a ridge to achieve proper railway alignment along the river, thereby resulting in the right-of-way not reaching all the way to the river at that location. There is a well-used historic constructed trail leading from the tracks to the river at the Falls, and a secondary non-constructed trail extending along the river downstream from the Falls for about a hundred feet. Non-interrupted public use has occurred on these trails and the beach in front of the Falls for over 130 years. For this reason, there is a well-documented prescriptive easement for public use at the Falls. Also, the beach itself is below the ordinary high water mark and therefore deemed to be within the public domain. The proposed trail along the railroad right-of-way would tie-in to one or both of the existing trails at the Falls, with the non-constructed secondary trail providing more direct access to the beach in front of the Falls.

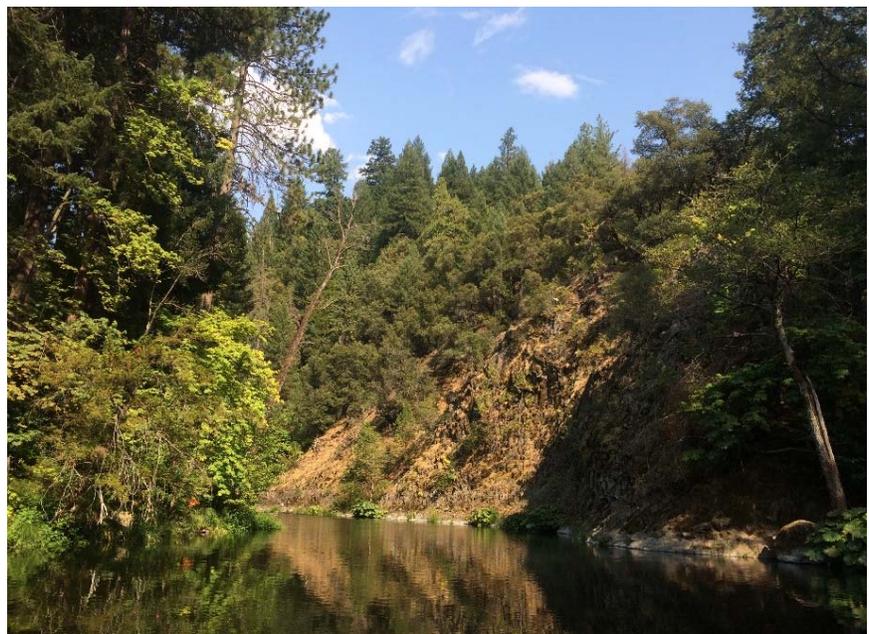
Vandal-proof fences with locked gates are proposed along the edges of existing wide staging areas across from the mouth of Hedge Creek and across from Mossbrae Falls, if deemed necessary. The purpose of the fencing is to prevent the public from accessing the tracks from the proposed trail and from accessing Mossbrae Falls from the tracks. The locked gates would provide UP access to existing and proposed trails and the Falls. It is proposed that UP fund and possibly construct the fencing, since it would more directly be a part of railroad facilities than the trail itself. The fencing may not be needed, however, depending on the popularity of the new trail route. As such, fence installation could be deferred to see how well the new trail solves the trespass problem on the tracks.

Land Tenure

The City of Dunsmuir proposes that Union Pacific lease the portion of trail route on UP land to the City under an annually renewable lease agreement for the sum of \$1/year. This would be similar to an existing lease on UP land held by the City for a portion of trail at Tauhindauli Park, located about 1-1/2 miles downriver from the proposed Mossbrae Falls Trail Project. A copy of that lease is attached to this Proposal. A request for a 20-year lease was originally considered to satisfy requirements for State grant funding, but given the length of time and uncertainty of obtaining State funding, the current approach is to use private funding and build the trail before any more injuries occur along the tracks.

Design, CEQA, and Permits

Trail design, bridge engineering (including geotechnical and hydrology/hydraulic analyses), and regulatory compliance will be conducted by consultants retained by the Mount Shasta Trail Association. Regulatory compliance will include completion of field studies (biological and cultural resources), and preparation of CEQA documents (Categorical Exemption), with the City of Dunsmuir serving as lead agency. Regulatory permits will consist of a Streambed Alteration Agreement (Fish and Game Code Section 1602) through the California Department of Fish and Wildlife, Water Quality



Proposed Trail Bridge Site

Certification (Clean Water Act Section 401) through the California Regional Water Quality Control Board, and a Nationwide Permit (CWA Section 404) through the U.S. Army Corps of Engineers.

Workplan, Cost Estimate, Funding, and Timetable

Trail facilities will be funded, constructed, and maintained for the City of Dunsmuir by the Mount Shasta Trail Association, a 501(c)(3) non-profit organization, utilizing fully licensed and insured contractors for construction. A workplan and cost estimate are attached to this Proposal. Of the \$520,000 needed, \$275,000 has been donated by a single major donor to initiate the Project, with the goal of raising the remaining \$245,000 soon

enough to enable the Project to be approved, permitted, and constructed by next summer, in time for the height of the annual tourism season. Additional individual contributions and possibly one or more private foundations are anticipated to be the likely sources of remaining funding.

Operations and Maintenance

Public use at Mossbrae Falls has been mostly self-policing over the years, with any litter found eventually being picked up, and very little graffiti or other forms of vandalism occurring. Having an official trailhead and a well-defined trail will provide opportunities to take additional steps to ensure public safety and a quality experience by visitors to the Falls, and to provide adequate protection of the site and facilities. These steps will include:

- Passage of a City ordinance that specifies day use only, no motorized vehicles, no fires, no alcohol or drugs, no smoking, no littering, dogs on leash, and pick-up of dog waste by their owners, with applicable signage at the Trailhead and at Mossbrae Falls, and a dog litter dispenser at the Trailhead.
- A dumpster at the Hedge Creek Trailhead, with a trash bag dispenser and sign encouraging trail users to take a bag and help keep the trail and Falls clean. Trash receptacles will not be provided at Mossbrae Falls, however, since they would encourage people to leave trash and thereby attract bears and other wildlife.
- Thorough advertising and signage informing the public of the new trail access to Mossbrae Falls, along with No Trespassing signs along the tracks and on the new fencing along the trail. Map sites such as Google and Yahoo also need to be notified so that the proper access point comes up when Mossbrae Falls is googled.
- Periodic trail maintenance and patrolling by Mount Shasta Trail Association volunteers, a “Friends of Mossbrae Falls” group, and City staff, to ensure that facilities are well-maintained and kept clean.
- A commitment by the Siskiyou County Sheriff Department to respond to any problems reported along the trail or at the Falls (the City contracts with the County for law enforcement services in lieu of having a police department).
- Installation of a solar-powered remotely accessible surveillance camera at the Falls, and associated notification signage, if situations arise in the future that would warrant such surveillance. It is not likely that this will be needed, however.

Future Trail Improvements

Although not part of this Project, and acknowledging that additional landowner approvals, CEQA, permits, and funding would be required, future trail improvements could include the following:

- Future upgrade of Hedge Creek Falls Trail on City-owned land to make it ADA-compliant (improved parking, less steep trail sections, trail paving, and a bridge over Hedge Creek near Hedge Creek Falls).
- Potential paving of the currently proposed trail below the tracks on UP right-of-way to make it ADA-compliant. This would require UP approval and a change in the land tenure agreement if the improvements were to be funded by a State grant.

- Potential improvements at the Falls (trail paving, picnic area, and benches). This would require Saint Germain Foundation approval and possible land or easement acquisition since it would exceed the existing prescriptive easement.
- Continued pursuit of the eastside trail route across Saint Germain Foundation land as the preferred ADA-compliant route.
- Retention of the westside trail route and bridge even if the eastside route is eventually secured, in order to create a trail loop and retain river access (unless UP decides it doesn't want the westside route retained after eastside route completion).
- Eventual extension of the Mossbrae Falls Trail upriver to Lake Siskiyou, along the opposite side of the river from the railroad tracks. This idea was supported by Southern Pacific Railroad after the Cantara Spill to get hikers and anglers off the tracks, and led to the acquisition of two key private parcels of land along the river. Access across 5 additional private parcels would need to be secured, however, before this trail extension could occur. The trail route would involve going under the railroad bridges just upstream from Mossbrae Falls and just downstream from Cantara Loop, in order to avoid at-grade crossings over the tracks.

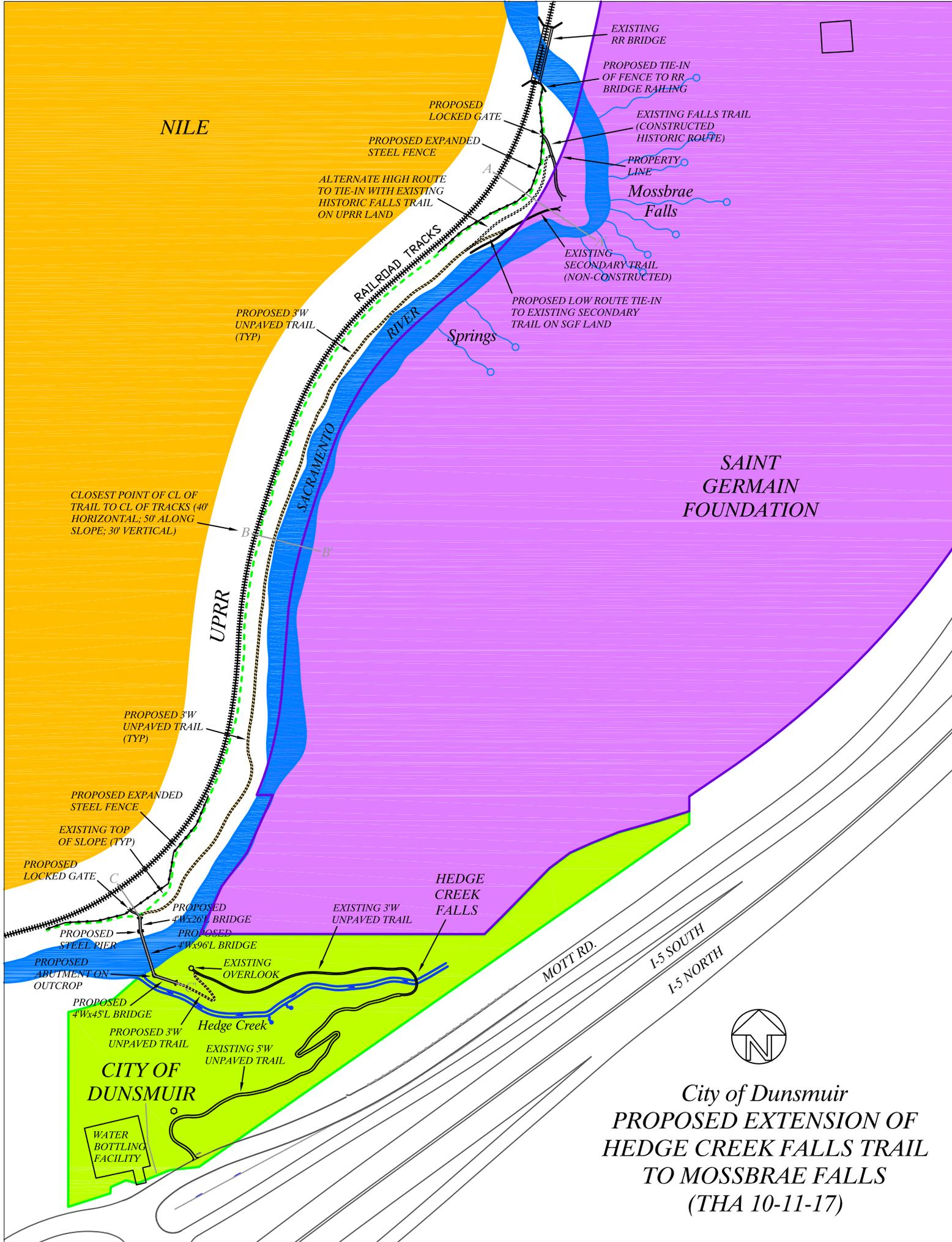
Attachments

Site Plan

Sections

Workplan and Cost Estimate

Tauhindauli Park Lease



NILE

EXISTING RR BRIDGE
 PROPOSED TIE-IN OF FENCE TO RR BRIDGE RAILING
 EXISTING FALLS TRAIL (CONSTRUCTED HISTORIC ROUTE)
 PROPERTY LINE
 Mossbrae Falls
 EXISTING SECONDARY TRAIL (NON-CONSTRUCTED)
 PROPOSED LOW ROUTE TIE-IN TO EXISTING SECONDARY TRAIL ON SGF LAND

PROPOSED LOCKED GATE
 PROPOSED EXPANDED STEEL FENCE
 ALTERNATE HIGH ROUTE TO TIE-IN WITH EXISTING HISTORIC FALLS TRAIL ON UPRR LAND

PROPOSED 3'W UNPAVED TRAIL (TYP)

RAILROAD TRACKS

Springs

SAINT GERMAIN FOUNDATION

CLOSEST POINT OF CL OF TRAIL TO CL OF TRACKS (40' HORIZONTAL; 50' ALONG SLOPE; 30' VERTICAL)

UPRR

PROPOSED 3'W UNPAVED TRAIL (TYP)

PROPOSED EXPANDED STEEL FENCE

EXISTING TOP OF SLOPE (TYP)

PROPOSED LOCKED GATE

HEDGE CREEK FALLS

EXISTING 3'W UNPAVED TRAIL

PROPOSED 4'Wx26'L BRIDGE

PROPOSED 4'Wx96'L BRIDGE

EXISTING OVERLOOK

MOTT RD.

I-5 SOUTH

I-5 NORTH

PROPOSED STEEL PIER

PROPOSED ABUTMENT ON OUTCROP

PROPOSED 4'Wx45'L BRIDGE

PROPOSED 3'W UNPAVED TRAIL

EXISTING 5'W UNPAVED TRAIL

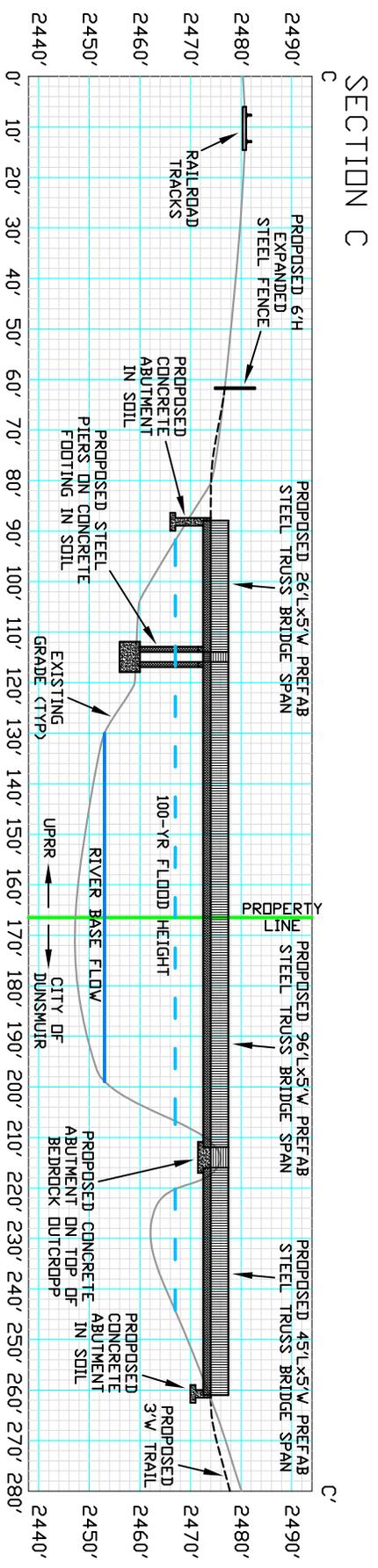
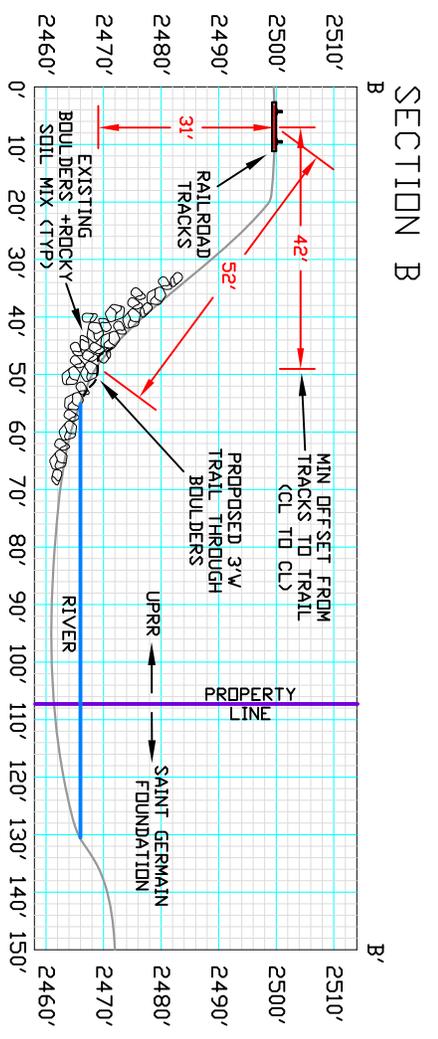
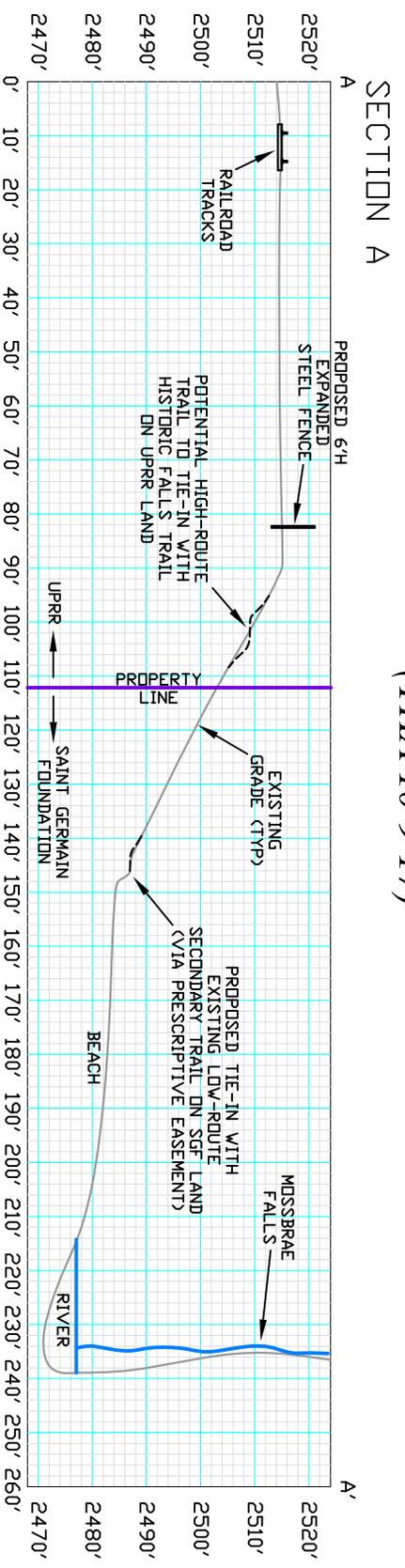
CITY OF DUNSMUIR

WATER BOTTLING FACILITY



City of Dunsmuir
PROPOSED EXTENSION OF HEDGE CREEK FALLS TRAIL TO MOSSBRAE FALLS
 (THA 10-11-17)

City of Dunsmuir PROPOSED EXTENSION OF HEDGE CREEK FALLS TRAIL TO MOSSBRAE FALLS (THA 10-9-17)



MOSSBRAE FALLS TRAIL WESTSIDE ROUTE COST ESTIMATE

(Prepared 10/21/17)

INITIAL PLANNING AND DESIGN:	Est. Cost
Flag and survey trail route; measure types of construction	\$ 4,000.00
Prepare drawings	\$ 1,000.00
Prepare cost estimate	\$ 1,000.00
Prepare/submit proposal to Union Pacific	\$ 2,000.00
Conduct legal review of SGF prescriptive easement portion	\$ 1,500.00
Prepare lease document for portion on Union Pacific ROW	\$ 3,000.00
Subtotal	\$ 12,500.00

CEQA AND PERMITS	Est. Cost
Conduct field studies and work up data	\$ 22,396.00
Conduct regulatory pre-application site visits	\$ 1,500.00
Prepare/submit media release	\$ 500.00
Conduct CEQA compliance (Categorical Exemption)	\$ 532.00
Prepare/submit regulatory permit applications	\$ 9,064.00
Pay permit fees	\$ 10,000.00
Subtotal	\$ 43,992.00

BRIDGE ENGINEERING	Est. Cost
Conduct hydrology/hydraulics study	\$ 10,000.00
Conduct geotechnical/engineering for pier, footing, and abutments	\$ 10,000.00
Subtotal	\$ 20,000.00

HEDGE CREEK TRAIL EXTENTION:	Quantity	Units	Unit Price	Est. Cost
Mobilization/demobilization and food/lodging	1	LS	\$ 2,000.00	\$ 2,000.00
Construct trail on steep side slope in rocky soil	91	lf	\$ 5.00	\$ 455.00
Construct switchbacks on steep side slope in rocky soil	38	lf	\$ 40.00	\$ 1,520.00
Construct boulder retaining walls	96	fsf	\$ 65.00	\$ 6,240.00
Construct trail on top of retaining walls	43	lf	\$ 4.00	\$ 172.00
Install 4' black chainlink fence at gap below overlook platform	9	lf	\$ 50.00	\$ 450.00
Provide construction oversight (15%)				\$ 1,625.00
Subtotal				\$ 12,462.00

BRIDGE INSTALLATION:	Quantity	Units	Unit Price	Est. Cost
Mobilization/demobilization and food/lodging	1	LS	\$ 6,000.00	\$ 6,000.00
Excavate pad on bedrock outcrop for abutment by Hedge Creek	6	lf	\$ 250.00	\$ 1,500.00
Install concrete bridge abutment on bedrock pad	2	cy	\$ 1,000.00	\$ 2,000.00
Install concrete bridge abutments (2) in soil	4	cy	\$ 1,000.00	\$ 4,000.00
Install concrete bridge pier footing in soil	9	cy	\$ 1,000.00	\$ 9,000.00
Pre-fabricate and install steel piers	2	each	\$ 12,000.00	\$ 24,000.00
Pre-fabricate and deliver bridge spans (26', 96', and 45' spans)	1	LS	\$ 141,570.00	\$ 141,570.00
Helicopter bridge spans into place	1	LS	\$ 73,000.00	\$ 73,000.00
Install pre-cut decking on main bridge span	1	LS	\$ 4,000.00	\$ 4,000.00
Pre-fabricate and install railing connectors between bridge spans	10	lf	\$ 200.00	\$ 2,000.00
Provide construction and engineering oversight (15%)				\$ 40,060.00
Subtotal				\$ 307,130.00

WEST SIDE TRAIL CONSTRUCTION:	Quantity	Units	Unit Price	Est. Cost
Mobilization/demobilization and food/lodging	1	LS	\$ 4,500.00	\$ 4,500.00
Purchase boulders and have delivered to staging area	65	tons	\$ 60.00	\$ 3,900.00
Construct trail on flat with horsetail, redbud, dogwood, ginger	311	lf	\$ 3.00	\$ 933.00
Construct trail on flat through dense Himalayan blackberry	46	lf	\$ 3.00	\$ 138.00
Construct trail on gentle side slope with some boulders/cobble	14	lf	\$ 3.50	\$ 49.00
Construct trail on moderate side slope with some boulders/cobble	47	lf	\$ 4.00	\$ 188.00
Construct trail on steep side slope with some boulders/cobble	112	lf	\$ 5.50	\$ 616.00
Construct trail through boulder patches near toe of steep slope	736	lf	\$ 4.00	\$ 2,944.00
Construct trail through boulders and blackberries near toe of slope	127	lf	\$ 3.50	\$ 444.50
Construct trail through large boulders to be broken up	29	lf	\$ 30.00	\$ 870.00
Construct boulder retaining wall pinned to bedrock	156	fsf	\$ 20.00	\$ 3,120.00
Construct trail on top of pinned retaining wall	52	lf	\$ 6.00	\$ 312.00
Construct regular boulder retaining walls	502	fsf	\$ 65.00	\$ 32,630.00
Construct trail on top of regular boulder retaining walls	374	lf	\$ 3.00	\$ 1,122.00
Install boardwalk over seep on flat terrace	4	lf	\$ 100.00	\$ 400.00
Plant willow cuttings on bare slopes above/below trail	50	cuttings	\$ 5.00	\$ 250.00
Plant 1-gal containerized native trees/shrubs above/below trail	50	plants	\$ 25.00	\$ 1,250.00
Provide construction oversight (15%)				\$ 8,050.00
Subtotal				\$ 61,716.50
WEST SIDE FENCE INSTALLATION:	Quantity	Units	Unit Price	Est. Cost
Mobilization/demobilization and food/lodging	1	LS	\$ 2,000.00	\$ 2,000.00
Install 4"x8' schedule 40 square tubular steel posts set 2' in concrete	240	posts	\$ 100.00	\$ 24,000.00
Weld 1/2"x4" strap iron top and bottom rails to posts	952	lf	\$ 5.00	\$ 4,760.00
Weld 6' high x 4' wide 16 gauge expanded steel panels to posts	238	sheets	\$ 100.00	\$ 23,800.00
Install 4' wide gates	2	gates	1000	\$ 2,000.00
Provide construction oversight (15%)				\$ 8,500.00
Subtotal				\$ 56,560.00
SIGNS:	Quantity	Units	Unit Price	Est. Cost
Fabricate/install entrance sign on 2 steel 4"x4" posts	1	sign	\$ 750.00	\$ 750.00
Fabricate/install trail directional signs on single steel 4"x4" posts	3	signs	\$ 400.00	\$ 1,200.00
Fabricate/install warning signs on fences	4	signs	\$ 300.00	\$ 1,200.00
Provide construction oversight (15%)				\$ 500.00
Subtotal				\$ 3,650.00
TOTALS:				Extension
Initial Planning and Design				\$ 12,500.00
CEQA and Permits				\$ 43,992.00
Bridge Engineering				\$ 20,000.00
Hedge Creek Trail Extension				\$ 12,462.00
Bridge Installation				\$ 307,130.00
West Side Trail Construction				\$ 61,716.50
West Side Fence Installation				\$ 56,560.00
Signs				\$ 3,650.00
Total				\$ 518,010.50

AUDIT 209102

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 15th day of MARCH, 1999, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and DUNSMUIR GARDEN CLUB, whose address is C/O Cheryl Petty, P O Box 412, Dunsmuir, California 96025 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Dunsmuir, California, as shown on the print dated January 19, 1999, marked Exhibit "A", hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for park and trail purposes (Olelbes Tauhindauli Park and Trail) and associated parking and for no other purpose.

Article II. TERM.

The term of this Lease shall commence on January 1, 2000, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

Article III. RENT

A. Lessee shall pay to Lessor, in advance, rent of One Dollars (\$1.00) annually.

B. Not more than once every five (5) years, Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article IV. SPECIAL PROVISION -- INSURANCE

A. At all times during the term of this Lease, Lessee shall, at Lessee's sole cost and expense, procure and maintain the following insurance coverage:

General Public Liability providing bodily injury, including death, personal injury and property damage coverage with combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least One Million Dollars (\$1,000,000.00). This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, severability of interests, and name Lessor as an additional insured. If coverage is purchased on a 'claims-made' basis, it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked if insurance covering the time period of this Agreement is canceled.

B. Lessee shall furnish Lessor with certificate(s) of insurance, **identifying Folder No. 00795-95**, evidencing the required coverage and, upon request, a certified duplicate original of the policy. The insurance company issuing the policy shall notify Lessor, in writing, of any material alteration including any change in the retroactive date in any 'claims-made' policies or substantial reduction of aggregate limits, or cancellation at least thirty (30) days prior thereto. The insurance policy shall be written by a

reputable insurance company or companies acceptable to Lessor or with a current Best's Insurance Guide Rating of B and Class VII or better, and which is authorized to transact business in the state where the Premises are located.

C. Lessee hereby waives its right of subrogation under the above insurance policy against Lessor for payment made to or on behalf of employees of Lessee or its agents or for loss of its owned or leased property or property under its care, custody and control while on or near the Premises or any other property of Lessor. Lessee's insurance shall be primary with respect to any insurance carried by Lessor.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

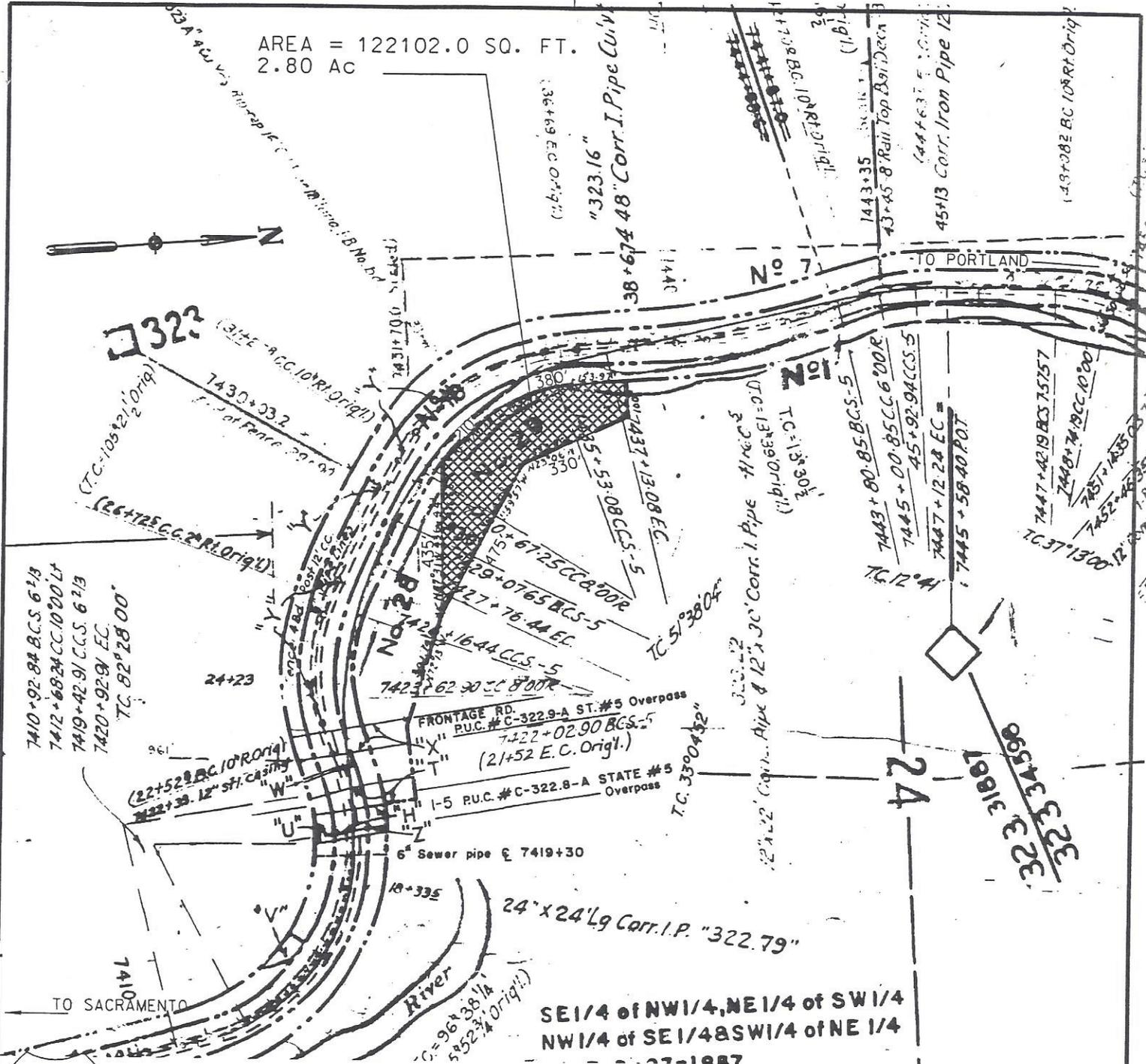
DUNSMUIR GARDEN CLUB

By: 
Manager - Real Estate

By: 
Title: President

NOTE: New Lease

AREA = 122102.0 SQ. FT.
2.80 AC



AREA =
122102.0 SQ. FT.
2.80 AC

V-117
26

LEGEND:

- LEASE AREA SHOWN
- UPRRCO. R/W OUTLINED

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

DUNSMUIR, SISKIYOU COUNTY, CALIFORNIA
M.P. 323 - MAIN LINE
TO ACCOMPANY AGREEMENT WITH
DUNSMUIR GARDEN CLUB, CITY OF DUNSMUIR
AND U.S. FOREST SERVICE
SCALE: 1" = 400'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1/19/1999
CAA FILE: 795-95

CADD FILENAME	c:/maps/sp/ca/79595.1ea
SCAN FILENAME	p:/speng/ca/100s/117/ca117026.tif (DX=22608.0,11024.0)

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It

shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss caused by the sole, active and direct negligence of any Indemnified Party if the Loss (i) was not occasioned by fire or other casualty, or (ii) was not occasioned by water, including, without limitation, water damage due to the position, location, construction or condition of any structures or other improvements or facilities of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

B. Notwithstanding the term of this Lease set forth in Article II.A., Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as

provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Contracts & Real Estate Department, Room 1100, 1416 Dodge Street, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNSMUIR
RELATING TO THE MOSS BRAE TRAIL

WHEREAS, the City Council of the City of Dunsmuir has been presented with a proposal of the Mt. Shasta Trail Association to construct a pedestrian trail to Moss Brae Falls to avoid conflict with Union Pacific Railroad railway traffic, and

WHEREAS, the proposal requires a lease of an easement from Union Pacific Railroad to the City of Dunsmuir as set forth in the proposal prepared by the Mt. Shasta Trails Association; and

WHEREAS, the City of Dunsmuir is supportive of the establishment of a pedestrian trail for Moss Brae Falls.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNSMUIR, that Union Pacific Railroad consider leasing a right-of-way to the City of Dunsmuir to assist in establishing a trail to Moss Brae Falls.

PASSED AND ADOPTED this _____ day of November 2017, by the following vote:

AYES:
NOES:
ABSENT:

BRYCE CRAIG, Mayor

ATTEST:

APPROVED AS TO FORM

Julie Iskra, Deputy City Clerk

JOHN SULLIVAN KENNY, City Attorney