

**Agreement between Adams County Historical Society and the City of New Meadows
Concerning the Historic Pacific & Idaho Northern Railway Depot**

This Agreement ("Agreement") is entered into on this ____ day of _____, 2025, by and between the Adams County Historical Society ("the ACHS") and the City of New Meadows ("the City"). This Agreement sets forth the terms and conditions governing the transfer, use, and maintenance of the Historic Pacific & Idaho Northern Railway Depot ("Depot") with legal description as shown in the attached Exhibit "A".

WHEREAS the ACHS owns the Historic Pacific & Idaho Northern Railway Depot ("the Depot") located at 101 S. Commercial Avenue, New Meadows, Idaho 83654, and has owned the Depot since March, 1978;

WHEREAS the ACHS and its volunteers have spent enormous time and effort fund-raising, project management and physical work restoring the building to its present status;

WHEREAS the ACHS has a strong vested interest in the future of the Depot;

WHEREAS the ACHS is faced with a challenge, in that it has become increasingly clear that the Depot will continue to deteriorate if it stands unoccupied most of the time;

WHEREAS the Depot recently endured multiple significantly damaging events that occurred because the ACHS volunteer staff is unable to occupy the building daily;

WHEREAS the ACHS has determined that the Depot needs to be under the care of an organization that can occupy the Depot on a regular basis;

WHEREAS the ACHS is firmly against the Depot belonging to any commercial or private interest;

WHEREAS the Depot has become the iconic symbol of the City of New Meadows, as the Depot represents the Pacific & Idaho Northern Railway, which was the founder of the City in 1911;

WHEREAS the ACHS is currently in negotiations to transfer ownership of the Depot to the City;

WHEREAS the ACHS and its volunteers would be pleased to have the City own the Depot, occupy the Depot, and keep the Depot maintained;

WHEREAS the ACHS, as the historical society that rescued the Depot, restored it, and have managed to preserve it over the years, insist that they remain a part of the Depot's future;

WHEREAS the City recognizes the tremendous investment the ACHS has made to restore the Depot to its current condition and would like to be part of the solution to keeping and improving the current property to maintain and accentuate its historical significance;

WHEREAS the City will facilitate the promotion of the ACHS's activities at the Depot and will provide a place for ongoing exhibits that reflect the valuable history that the ACHS protects and preserves;

WHEREAS potential acquisitions that are historically significant and are not required for the business operations of the City will be offered to the ACHS first for their collection; and

WHEREAS the Depot would provide the City with outstanding meeting space and offices for City employees;

IT IS HEREBY UNDERSTOOD AND AGREED between ACHS and the City as follows:

Regarding Transfer of Ownership:

1. The City understands that Union Pacific Railroad still owns the mineral rights on the Depot property.
2. The City agrees to determine the precise boundaries of the Depot property currently owned by ACHS and the City shall commission a professional property survey to identify and document the boundaries.
3. In the event of any disputes or issues arising from adjacent property ownership, the City shall work collaboratively with all relevant parties to resolve such issues prior to the transfer of ownership. If such a dispute happens after the transfer of ownership, the City agrees to indemnify and hold ACHS harmless.
4. The City is aware that the three deeds from JI Morgan, Inc. to ACHS include clauses that may cause the property to revert to JI Morgan, Inc. if ACHS no longer owns the Depot. The parties shall secure a legally binding and recorded waiver of the reversionary rights from JI Morgan, Inc. prior to closing. This waiver shall explicitly release both the ACHS and the City from any reversionary claims and shall be filed with the appropriate recording office. The waiver shall serve as a condition precedent to the transfer of ownership. No transfer shall occur until the waiver is finalized, recorded, and approved by ACHS and its legal counsel.
5. Upon receipt and recording of the reversion waiver, ACHS will transfer ownership of all the real estate owned by ACHS, which includes all objects permanently attached to the inside and outside of the building and the property.
6. ACHS will retain ownership of all personal property (anything not attached) contained within the building, as of the date of closing. A list of personal property that the City will take ownership of will be provided at closing.
7. The City agrees to never sell, lease, or otherwise transfer the building/property to any individual or entity under any circumstances. In the event that the City is unable or unwilling to maintain ownership or management of the Depot, the property shall revert to the ownership of ACHS. This reversionary clause shall be included and recorded with the property deed to ensure perpetual enforcement.
8. The City will continue to maintain the Morgan Rock and the Flag Pole Plaza as befitting those honored in these memorials. The City will also continue to maintain the interpretive sign and name sign on the north end of the property by the Highway.

Regarding Sharing Use of the Building After the Transfer

1. The City is aware that the Depot is a Historic Site and will abide by all requirements to retain the building's status on the National Register of Historic Places and follow the guidance of the Idaho

State Historic Preservation Office for any exterior and interior modifications. The City shall maintain the Depot in accordance with preservation best practices, including regular inspections, prompt repairs, and appropriate environmental controls to prevent damage from moisture, pests, or neglect.

2. ACHS will have the right to review and provide preliminary approval to all future alterations to the building, with the City Council ratifying any approved changes. No changes to the building shall be made without ACHS's approval. The City will provide ACHS with progress updates during any approved alteration projects to address potential concerns promptly and ensure transparency.
3. ACHS will never be charged for use of the building and will schedule such use with the City.
4. ACHS will have use of the Lobby for ongoing exhibits with space designated in the Lobby for the City's reception area. The Auditorium will be used by ACHS for public exhibits and hosted meetings with times and floor space for such events to be mutually agreed upon between the City and ACHS. Use of ACHS property by the city will be noted in a separate document (i.e. Star News Archive bench in Ladies Waiting room).
5. ACHS will have exclusive use of the following spaces for their purposes: the first floor ticket agent's office, the second-floor president's room with its attached closet, three rooms on the second-floor directly north of the president's room (the full West side of the second-floor), the vault safe on the stairway mezzanine and the first floor room commonly known as the elevator room. The City agrees that these areas are to remain under the sole control of ACHS and may not be altered, repurposed, or accessed by City staff or third parties without prior written consent from ACHS unless in emergency situations. The City shall ensure that ACHS's use of these spaces remains uninterrupted and consistent with its historical preservation and exhibit purposes. Any requests to modify the use, access, or conditions of these spaces must be submitted in writing to ACHS for review and approval. Areas under the sole control of ACHS will continue to be restored. A rental agreement shall be required for insurance and liability reasons.
6. The City will allow ACHS to contribute money toward future restoration or maintenance, either directly or as matching funds for grants agreed upon by both parties.
7. The City will be responsible for all maintenance of the property including the building, driveway and surrounding lawn/grounds.
8. Access to the Ladies Waiting Room and other storage areas used by the City for records and documents will be secured by the City and access will only be allowed by authorized individuals.
9. The City will be responsible for renting out the Auditorium and will consult with ACHS to schedule known dates of use by ACHS and add nonconflicting dates as they arise.
10. ACHS shall provide a liaison from the ACHS board who will report to the City Council regarding any concerns, plans or suggestions regarding the building or planned events. A representative from the City shall attend ACHS board meetings when required to provide updates and information regarding the building and maintaining its historical status.
11. Any income derived from the rental of the Auditorium shall be received by the City of New Meadows and placed in a fund designated for maintenance of the facility.
12. The City of New Meadows shall work with the ACHS on grant possibilities for continued restoration and upgrades to the building.

13. The parties agree that concurrent with the transfer of ownership of the Depot, the City and ACHS shall enter into a Ninety-Nine (99) Year Lease Agreement, under which the City shall lease back to ACHS designated portions of the Depot, as detailed above.

Right of Access

14. ACHS and its representatives shall retain the right of reasonable access to the Depot at all times for the purpose of monitoring compliance, conducting preservation activities, and fulfilling its historical mission. The City of New Meadows may require limited access during meetings that are not open to the public or for safety reasons.

Dispute Resolution

15. Any disputes arising under this Agreement shall be resolved through mediation. If mediation fails, the parties agree to binding arbitration to avoid costly litigation.

Indemnification and Insurance Obligations

16. **Insurance Coverage:** The City shall obtain and maintain comprehensive property and liability insurance coverage for the Depot, including coverage for fire, theft, vandalism, natural disasters, and other risks typically associated with historic properties. The insurance policy shall:
 - a. Name ACHS as an additional insured party.
 - b. Provide coverage limits sufficient to repair or replace the Depot in the event of substantial damage or loss.
 - c. Be maintained at all times during the City's ownership and use of the Depot.
 - d. ACHS shall obtain and maintain liability and property insurance for activities on the premises and to cover the items that are the property of the ACHS.
17. **Indemnification:** The City agrees to indemnify, defend, and hold harmless ACHS, its officers, directors, members, and volunteers from and against any and all claims, lawsuits, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or related to:
 - a. The City's use, occupancy, or management of the Depot.
 - b. Any acts, omissions, or negligence by the City, its employees, agents, contractors, or invitees in connection with the Depot.
 - c. Any breach of the City's obligations under this agreement.
18. **Proof of Insurance:** The City shall provide ACHS with proof of insurance coverage, including a copy of the insurance policy, upon execution of this Agreement and annually thereafter.
19. **Notification of Claims or Losses:** The City shall notify ACHS promptly in the event of any incident, claim, or loss involving the Depot and cooperate fully in resolving any related issues.

Miscellaneous

20. **Entire Agreement:** This document constitutes the entire Agreement between the Parties and supersedes all prior understandings. This agreement shall not merge with the deed conveying ownership.
21. **Amendments:** This Agreement may only be amended by a written instrument signed by both Parties.
22. **Governing Law:** This Agreement shall be governed by the laws of the State of Idaho.

Dated this ____ day of _____, 2025

Signature:

Title:

Adams County Historical Society, as authorized to execute this Agreement by the ACHS

Signature:

Mayor Julie Good, City of New Meadows, as authorized to execute this Agreement by the City of New Meadows City Council