

**NORTHERN VIRGINIA REGIONAL PARK AUTHORITY  
VIENNA RAILROAD STATION AGREEMENT**

This agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the NORTHERN VIRGINIA REGIONAL PARK AUTHORITY, a body corporate and politic, party of the first part, hereinafter called "the Authority"; the NORTHERN VIRGINIA MODEL RAILROADERS, INC., a non-stock, non-profit Virginia Corporation, party of the second part, hereinafter called "the Railroaders"; and the TOWN OF VIENNA, a municipal corporation, party of the third part, hereinafter called "the Town".

WITNESSETH:

WHEREAS, the Authority is the owner in fee of certain property known as the Washington & Old Dominion Railroad Regional Park, hereinafter the W&OD Trail, including a particular building referred to as the railroad station situated in the Town of Vienna at the intersection of Ayr Hill Avenue and Dominion Road; and,

WHEREAS, the Railroaders have initiated within the railroad station a program to refurbish and maintain the station for the operation of a model railroad, a railroad museum, and related facilities and improvements; and,

WHEREAS, the Town has a strong interest in perpetuating the activities and program of the Railroaders, as an enhancement to the Town's educational, cultural, and recreational assets; and,

WHEREAS, the parties hereto wish to join together in a venture to further the programs of the Railroaders in a manner which is consistent with the Authority's ownership and management of the W&OD Trail, in order to benefit the public and to promote public interest in model railroading activities and railroad history, especially related to the Washington & Old Dominion Railroad:

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations the parties agree as follows:

1. The Railroaders shall pay both the Authority and the Town \$1.00 per annum.
2. The Authority hereby grants to the Railroaders permission to use, occupy, and improve the railroad station subject to the terms of this Agreement for the purpose of operating a model railroad and railroad museum which shall be open for public demonstration, exhibits, and viewing as set forth herein. The Railroaders may also occupy and use for parking, access, and unloading, the land surrounding the railroad station as shown on the attached drawing, by this reference made a part of this Agreement.

3. The Railroaders shall submit an annual report to the Executive Director of the Authority and the Mayor of the Town no later than June 1st of each year during the term of the Agreement. Said report shall identify accomplishments of the past year and plans for the ensuing year, including but not limited to, expansion and alteration of interpretive exhibits and program areas, maintenance or improvement of the station and grounds, level of public visitation, level of membership, marketing and promotional efforts, and amount of volunteer support.
4. The Railroaders shall provide, construct, and establish an operating model railroad, with such fixtures and furnishings, viewing platforms or areas, interpretive displays, and minor improvements to lighting, heating, walls, ceilings, and other features, as are necessary to provide a suitable model railroad facility for public visitation and education. The Railroaders may also erect appropriate barriers to limit public access to certain portions of the building as reasonably required for safety and for the protection of equipment, museum artifacts, and supplies. The Railroaders may undertake such interior modifications as it deems necessary to carry out its obligations herein, and may undertake minor exterior building modifications related to exterior lighting, doors, windows, and baggage or freight platforms; provided, however, that such interior/exterior work shall not structurally weaken the building, or degrade its historic appearance and value, nor shall such work be performed without prior approval of the Authority, and when appropriate, of the Town Board of Architectural Review.
5. The Authority reserves the right to use and occupy the station and surrounding grounds to promote public awareness through the display and distribution of written materials to provide public parking or other conveniences for users of the W&OD Trail, to facilitate maintenance, and to conduct special events and educational programs.
6. The Authority shall have unlimited access to the railroad station premises for inspection, maintenance and other official purposes. Except for emergency situations involving imminent threats to property or human safety, the Authority will not allow its employees or agents to enter the model railroad display room unless accompanied by the Authority's designated management personnel. Keys to said room shall be secured and made unavailable to non-management personnel.
7. The Railroaders shall provide all custodial maintenance of the station interior and grounds, as delineated on the attached drawing, in a workman-like manner and in keeping with the historic structure. Custodial maintenance is herein defined as routine maintenance and repair that can be safely and effectively completed by minimally supervised, unskilled, unlicensed workers. Examples of such interior and grounds custodial maintenance include, but not limited to, trash/recycling collection and removal, painting and refinishing of interior surfaces, cleaning and sanitizing, inspecting and adjusting fasteners, installation of signs and hanging furnishings, window cleaning and repair, minor electrical and plumbing, extermination of pests, removal of vegetation, and snow removal, if required by the Railroaders. Furthermore, the Railroaders shall be solely responsible for all maintenance

and improvements to the Railroaders' equipment, facilities, and other private property used in the operation of the model railroad system and railroad museum.

8. The Town shall provide all custodial maintenance of the station exterior in a workmanlike manner and in keeping with the historic structure. Custodial maintenance is herein defined as routine maintenance and repair that can be safely and effectively completed by minimally supervised, unskilled, unlicensed workers. Examples of such exterior custodial maintenance include, but are not limited to, scraping, sanding and painting of all exterior surfaces, caulking, patching of the roof and replacement of damaged shingles, removal of trash from and around outside receptacles, mowing, inspecting/adjusting exterior fasteners, and minor carpentry.
9. The Authority shall provide all capital improvements and major maintenance of the interior, exterior and grounds of the station in a workmanlike manner and in keeping with the historic structure. Examples of projects include, but are not limited to, replacement of structural timbers, siding, and flooring, installation of electrical panels and circuits, replacement of the roof, grading and excavation, resurfacing of asphalt or other improved surfaces, installation of sign posts and exterior signs, and installation of new plumbing.
10. The Authority, the Railroaders, and the Town agree to meet at the station at least once a year prior to May 1st for the purposes of inspecting the building and grounds, planning and reviewing projects and programs, and communicating relevant issues.
11. The Railroaders shall endeavor to minimize storage of equipment and supplies at the station to best provide the necessary space and appropriate appearance for model railroad activities and the railroad museum.
12. The model railroad system, museum collections, except those loaned to the Railroaders, and all trade fixtures, equipment and supplies relating thereto shall remain the property of the Railroaders and the same shall be placed in the station at the sole risk of the Railroaders. It is specifically understood that the Railroaders shall be fully responsible for providing whatever fire or extended coverage insurance the Railroaders require to protect the Railroaders property. All other improvements previously installed by the Railroaders shall become the property of the Authority. It is expressly agreed that the value of said improvements shall constitute a portion of the consideration paid the Authority under this Agreement.
13. The Railroaders shall use and occupy the premises in accordance with its charter and in compliance with all applicable laws and governmental regulations.
14. The Railroaders agree that membership in the Railroaders shall be open to any natural person set forth in the Railroaders' charter, by-laws, rules and regulations. The Railroaders further agree that they shall not discriminate against applicants for membership on the basis of any applicant's race, color, creed, sex, national origin, or disability. Except as may

be necessary to satisfy conditions specified herein, neither the Authority nor the Town shall impose changes upon the by-laws, rules, or regulations of the Railroaders concerning the internal management of the Railroaders' Affairs.

15. The Railroaders shall provide the Authority and the Town by October 1st of each year an open house schedule for the following calendar year in keeping with the mutual promise to "promote public interest in model railroading activities and railroad history".
16. In order to support its activities hereunder, the Railroaders may solicit donations on the premises or seek corporate sponsors in a manner permitted by law, and upon prior approval of the Town of Vienna, may further charge reasonable admission fees. All forms of recognition and other special considerations for corporate sponsorships, including but not limited to, credits on signs and promotional materials, renaming of facilities, distribution of product or advertising, fee waivers, and use of the Authority's name or property, shall be subject to approval of the Authority.
17. The Authority, the Town, and the Railroaders shall develop and mutually agree upon a policy to promote the station as a volunteer opportunity to provide interpretation and security during periods of public visitation.
18. The Town shall provide and maintain electrical service to the station; however, the Railroaders shall upon demand by the Town reimburse the Town for the cost of the electrical power and related expenses in an amount not to exceed \$800.00 annually. Furthermore, the Town shall provide water sewer service to the station, without cost to the Railroaders or the Authority.
19. The Town shall maintain the existing fire alarm system within the railroad station. The Authority shall carry property and liability insurance on the railroad station and museum artifacts, in an amount equal to their appraised replacement cost; provided, however, that the Railroaders shall pay to the Authority, no later than January 31st of each year that this agreement remains in effect, the sum of \$150.00 as compensation for insurance premiums incurred. In the event of loss by fire or other insured peril, the Authority shall apply the proceeds of such insurance toward restoration of the building, provided the Authority determines it is financially, technically, legally and otherwise feasible to do so. In the event the Authority does not restore the building, then the insurance proceeds shall be retained by the Authority.
20. The Railroaders shall carry general liability insurance in amounts not less than \$2,000,000 general aggregate and \$1,000,000 for each occurrence. The Authority and the Town shall be named as additional insureds.
21. The Agreement shall remain in effect for five (5) years from July 1, 2026, unless terminated earlier by mutual agreement of the parties, or by unilateral decision of one of the parties because of their inability to perform their obligations hereunder or to comply with

applicable laws. In such event the Agreement shall terminate immediately upon written notice of the terminating party to the others, and there shall be no further obligation of any party to another except to fulfill outstanding obligations incurred prior to the termination. Furthermore, any of the parties hereto may unilaterally terminate this Agreement without cause upon six (6) months' written notice, and there shall be no further obligation of any party to another except to fulfill outstanding obligations incurred prior to the termination.

22. The parties hereto specifically understand that, by virtue of certain deeds and certain contractual arrangements with the Authority, Dominion Energy Virginia holds certain rights and interests relating to the railroad station and the surrounding land and that such rights and interests could affect ability for performance.
23. In the event that Railroaders desire to renew this Agreement at the expiration of the term, they shall so notify the Authority and the Town not later than 180 days prior to the expiration date. If such notice is given by the Railroaders, then said Agreement shall be renewed for an additional five-year period under the same terms and conditions, unless the Authority or the Town notifies the Railroaders, not less than 120 days prior to the expiration date, that the Authority or the Town has elected not to renew, in which event the Agreement shall expire at the end of the then current term.
24. Upon termination or expiration of this Agreement, or any renewals or extensions thereof, the Railroaders shall promptly remove from the premises their property as defined in paragraph 12 hereof.
25. Nothing herein shall be construed as the granting by the Authority of any interest in the station or surrounding land. The Railroaders and the Town, their agents, guests, employees and contractors indemnify and hold harmless the Authority, its employees, successors and assigns from all claims, losses, expenses or suits for such injuries, death, or damages, including, but not limited to, attorney's fees, resulting from the Railroaders' or the Town's maintenance of the station, as defined in Sections 7 and 8 herein.

This Agreement constitutes the entire understanding of the parties and supersedes all prior oral and written agreements. This Agreement can be modified or amended only by written document signed by each of the parties.

WITNESS of the following signatures and seals:

TOWN OF VIENNA

By: \_\_\_\_\_

Linda J. Colbert  
Mayor

NORTHERN VIRGINIA MODEL RAILROADERS, INC.

By: \_\_\_\_\_

Sanford Robeck  
President

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

By: \_\_\_\_\_

Justin Wilson  
Executive Director