

COUNTY ROAD GATE PERMIT
AGREEMENT

THIS AGREEMENT, made and entered into the day last signed as indicated on Page 2, by and between _____ after referred to as Owners, and UMATILLA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as County.

WITNESSETH:

WHEREAS, Owners are the record owners or leaseholders of real estate in Umatilla County, and

WHEREAS, Owners desire to have installed a gate on County Road _____, which is located on their property, and

WHEREAS, County desires to assist Owners in preventing unwanted trespass and illegal dumping, and

WHEREAS, ORS 368.056 allows the County governing body to issue permits for gate installations on Public Roads under the jurisdiction of the County:

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto mutually agree as follows:

1. Owners agree to construct or have constructed, at no expense to the County, a gate or gates across the county road or roads at the location specified above, and to maintain said gate at no expense to the County in a condition satisfactory to the Umatilla County Director of Public Works.
2. Owners further agree to insure and assume responsibility for any liability or potential liability associated with the use of said gate by themselves, the public, or any other entity. Owners shall save and hold harmless the County from any claim or action arising out of any injury to person or to property that may occur as a result of the use of or operation of this gate. Notwithstanding the foregoing obligations of Owners with respect to the use of or operation of said gate, County acknowledges and agrees that the County remains responsible and liable for the maintenance, operation and use of the road by the public to the same extent as any County Road.
3. Owners further agree that should Owners fail for any reason to fulfill any duty or responsibility contained within this agreement to the total satisfaction of the Umatilla County Board of Commissioners, that County has the absolute right to remove said gate and to assess against and collect from Owners the cost of said removal.

IN WITNESS WHEREOF, the parties have signed this agreement this ____ day of _____, 20____.

OWNERS

UMATILLA COUNTY PUBLIC WORKS DEPARTMENT

By: _____
Tom Fellows Public Works Director

UMATILLA COUNTY

Commissioner George Murdock

Commissioner John Shafer

Commissioner Dan Dorran

ATTEST:
Office of County Records

Records Officer