

## COUNTY ROAD GATE PERMIT

### AGREEMENT

**THIS AGREEMENT**, made and entered into the day last signed as indicated on Page 2, by and between R. G. and Betty Schubert, hereinafter 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 as needed gates near the intersection of County Road #707, Hudson Bay Road, and County Road #708, Schubert Road, and any locations on that portion of County Road #727, Dickerson Road, which is located on their property, and

**WHEREAS**, **County** desires to assist **Owners** in preventing unwanted trespass and protecting public safety, 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:

**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(s) specified above, and to maintain said gate(s) at no expense to the **County** in a condition satisfactory to the Umatilla County Director of Public Works. **Owners** further agree to insure and assume responsibility for any liability or potential liability associated with the use of said gate(s) 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 damage to property that may occur as a result of the use of or operation of this gate. **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 maintain or remove said gate and to assess against and collect from **Owners** the cost of said maintenance or removal.

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**IN WITNESS WHEREOF**, the parties have hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**OWNERS**

\_\_\_\_\_  
**R. G. Schubert**

\_\_\_\_\_  
**Betty Schubert**

**ATTEST: OFFICE OF COUNTY RECORDS**

**BY:** \_\_\_\_\_  
**RECORDS OFFICER**

**UMATILLA COUNTY ROAD DEPARTMENT**

\_\_\_\_\_  
**Hal Phillips, Public Works Director**

**UMATILLA COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Emile M. Holeman, Chairman**

\_\_\_\_\_  
**William S. Hansell, Commissioner**

\_\_\_\_\_  
**Dennis D. Doherty, Commissioner**