

**YAMHILL COUNTY, OREGON /
CITY OF CARLTON
ACCESS AGREEMENT**

This agreement ("Agreement") is between YAMHILL COUNTY ("County"), a political subdivision of the State of Oregon and the CITY OF CARLTON ("City"), a municipal corporation of the State of Oregon.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Agreement is effective on the date it is fully executed. It will terminate on _____, 202__ unless modified by mutual agreement of the parties or earlier terminated pursuant to Section 11 of this Agreement. Unless otherwise terminated or amended, this Agreement shall automatically renew for successive terms of the same length as the initial term.

2. Statement of Purpose.

City desires access to the County property described in Exhibit A, located within the city limits of the City of Carlton, located in Yamhill County, Oregon (the "Property"). The Property is further described in Exhibit A, which is attached hereto and incorporated herein by reference.

County is willing to provide City access to the Property for conducting certain public events and activities, including but not limited to brush clearing, general maintenance, installation and upkeep of temporary or permanent connectivity improvements (the "Activities"), in accordance with the terms and conditions of this Agreement.

3. License; Authorization; Assumption of Risk.

By executing this Agreement, County grants City a limited license to enter onto and utilize the Property for the express and limited purpose of conducting the Activities. City shall obtain all applicable permits and licenses required to perform any work on the Property and conduct the Activities. City is not relying upon any warrant or representation from the County concerning the condition of the Property or the appropriateness or suitability of the Property for the Activities. City acknowledges that the Property was previously operated as a railroad corridor and City shall be responsible for and assumes all risk related to the Activities and any work performed on the Property pursuant to this Agreement, including claims by contractors, subcontractors, employees, agents, regulatory agencies or the public.

4. Consideration.

The consideration for this Agreement shall be that City will defend, save, hold harmless, and indemnify County as provided herein.

5. Indemnity and Hold Harmless.

Subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims Act, the City shall defend, save, hold harmless, and indemnify County from all claims, suits, injuries, costs, expenses, fees or actions of whatsoever nature arising from or related to the City's entrance upon and use of the Property by the City or the public for the Activities.

6. Insurance

a. Workers Compensation. City represents and warrants that it maintains and will maintain in full force and effect for the entire duration of this Agreement, coverage sufficient to meet the requirements of Oregon workers' compensation law.

b. General Liability. City represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.

7. No Disruption to Current Operation of Property; Prior Notice; Restoration.

Any and all actions by City its agents, employees and contractors upon the Property shall be conducted so as not to unreasonably disturb or disrupt County's access to or use of the Property.

City will arrange access to and use of the Property through Nohely Barajas-Montalvo, Paralegal, Yamhill County (503) 434-7502.

Furthermore, in the event the County authorizes City to take down any fence, structure or improvement or in any manner move or disturb any of the Property of the County in connection with the Activities, and the City and County agree that such restoration is required prior to City commencing any such work, then in that event City shall, as soon as possible and at its sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and, subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the County, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from or related to the taking down of any fence, structure or improvement or the moving or disturbance of any other property of the County.

Where County has authorized work, such as removal or relocation of fencing or other structures, or any other work which constitutes moving or disturbing the property as described above, and such work was undertaken without the explicit understanding that restoration is necessary, then and in that event the City shall not be responsible or liable to restore the Property to the same condition it was in prior to such work.

8. Protection of Workers, Property and the Public; Liens.

City shall take all necessary precautions for the safety of all personnel and persons on the Property, including compliance with all applicable provisions of federal, state or municipal safety laws and codes to prevent accidents or injury to persons on, about or adjacent to the Property where Activities are being performed.

City shall pay in full all persons who perform labor or provide materials to the City for the Activities. City shall not create, permit, or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against the Property or any property of the County for any such work performed. Subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims Act City shall indemnify and hold harmless the County from and against any and all liens, claims, demands, costs, or expenses of whatsoever nature in any way arising from or related to such work done, labor performed, or materials furnished.

9. No Third-Party Beneficiaries.

County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.

10. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

11. Termination.

a. County and City, by mutual written agreement, may terminate this Agreement at any time.

b. Either party may terminate this Agreement for any reason upon thirty days written notice to the other party' provided however that, prior to termination, the City restores Property to the condition it was in at the time of execution of this Agreement, unless such restoration was not a condition of County's approval of work undertaken by the City as described in Section 7. In the case of such a termination, the hold harmless and indemnity provisions of this Agreement continue for any claims, suits, or actions occurring before the termination date.

c. Either City or County may terminate this Agreement in the event of a breach by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

12. Governing Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Yamhill County, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

13. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

14. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CITY ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

YAMHILL COUNTY

Approved:



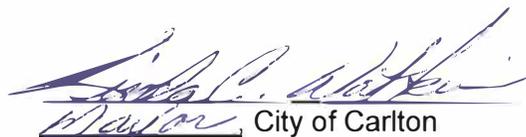
Commissioner

12/04/2025

Date

CITY OF CARLTON

Approved:


Mayor, City of Carlton

11/5/2025
Date

Approved as to Form:



County Counsel

Approved by the Yamhill County Board of

Commissioners on 12/04/2025

via Board Order 25-389

Exhibit A

LEGAL DESCRIPTION:

A PORTION OF THAT TRACT OF LAND CONVEYED TO YAMHILL COUNTY, OREGON IN INSTRUMENT NUMBER 2017017987, RECORDED NOVEMBER 9, 2017, YAMHILL COUNTY DEED RECORDS, LOCATED IN SECTIONS 21, 22, AND 27, TOWNSHIP 3 SOUTH, RANGE 4 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF CARLTON, YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2017017987 LYING WITHIN THE CITY OF CARLTON CITY LIMITS AS THEY CURRENTLY EXIST.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF THAT TRACT OF LAND CONVEYED TO YAMHILL COUNTY, OREGON IN INSTRUMENT NUMBER 2017017987, RECORDED NOVEMBER 9, 2017, YAMHILL COUNTY DEED RECORDS, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF CARLTON, YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ROOSEVELT STREET AS DEDICATED TO THE CITY OF CARLTON IN INSTRUMENT NUMBER 200913219, YAMHILL COUNTY DEED RECORDS, WITH THE WESTERLY LINE OF THE FORMER SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS CONVEYED TO YAMHILL COUNTY IN SAID INSTRUMENT NUMBER 2017017987, SAID POINT BEARS NORTH 07°18'36" WEST, 62.92 FEET FROM THE NORTHEAST CORNER OF LOT 20 OF THE PLAT OF "WEBB ADDITION", YAMHILL COUNTY RECORDS; THENCE ALONG SAID WEST LINE NORTH 07°18'36" WEST, 137.91 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200819349, YAMHILL COUNTY DEED RECORDS; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT SOUTH 89°23'43" EAST, 80.77 FEET TO THE EASTERLY LINE OF SAID FORMER SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY LINE SOUTH 07°18'36" EAST, 125.29 FEET TO ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF ROOSEVELT STREET; THENCE LEAVING SAID EASTERLY LINE SOUTH 81°37'10" WEST, 80.01 FEET TO THE **POINT OF BEGINNING**.

