



City of Ontario
Community Development Director
444 SW 4th Street
Ontario, OR 97914
Voice (541) 881-3222
Dan.Cummings@ontariooregon.org

**AGREEMENT TO PERMIT TEMPORARY CLOSURE
OF PUBLIC STREET RIGHT OF WAY
AS PER TITLE 8 CHAPTER 8-19**

BETWEEN: THE CITY OF ONTARIO, an Oregon Municipal Corp.,
Through it's Right-of Way Division (Public Works Department) hereinafter
"Grantor";

AND: IDLE WHEELS, LLC., Registry Number 1230262-96, hereinafter "Grantee";

DATED: This 14th day of April, 2020

PREMISES:

1. Grantee owns and operates a Mobile Home Park (Tax Lots 100, 200 & 800 Map 18S4710AB) and a Storage Facility (Tax Lot 300 Map 18S4710AB) herein after referred to as "The Property" within the corporate limits of the City of Ontario, which the two properties are separated by an undeveloped street which is an extension of the Park Street named Surrey Lane, which also has been called SE 5th Street, hereinafter referred to as "The ROW";
2. And in order to offer better security to the area of the "The Property" and for the safety of the tenants of the Park and Storage facility "The Property" as well as the surrounding property owners;
3. The Grantee desires and the Grantor *is* amenable to placing a fence and gate across the undeveloped portion of the street right of way, as shown on Exhibit "A" attached hereto, based upon the following terms and conditions.

NOW THEREFORE, The Parties agree as follows:

1. The premises are deemed true and are herein incorporated as though fully setforth;
2. Grantor under the authority of City Code 8-8-19, grants to Grantee the right to place a fence and gate in accordance to and in the location as shown on Exhibit "A" which is incorporated herein and made a part hereof;
3. The Grantor retains the right to enter the "ROW" at any time they need the access by contacting the "Property" Manager at (208) 571-5349 (Owner shall notify the City of any contact changes) and shall have the right to cut the lock/chain for emergency access at any time;
4. Except as to emergency repairs, Grantee shall, prior to making any changes to the approved fence and gate, file with the City of Ontario plans and specifications thereof showing the work to be done and location and nature of installations to be made or repaired, or maintained and shall secure the

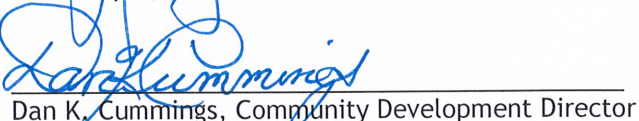
approval of the City of Ontario before proceeding with any such work and upon securing such approval, shall proceed with such work in a diligent manner and forthwith restore said "ROW" disturbed, in as good order and condition in all cases, and in the event that restoration of said "ROW" shall become in disrepair by reason of the disturbance, or defective restoration thereof by Grantee, Grantee shall, upon demand of the City, forthwith repair and place said "ROW" in the condition prior to its disturbance;

5. Grantee shall assume all liability and risk for damage to persons or property which may arise from the construction, repair, or operation of said fence and gate, and the installation, maintenance thereof and appurtenances therein which may be done pursuant to the provisions of this privilege and shall, at all times, save the City of Ontario harmless from any and all liability that may arise or be incurred therefrom and the operation or maintenance therefrom and Grantee shall further provide and either keep in force and effect a policy of liability insurance in a company authorized to transact such business *in* the State of Oregon, in form satisfactory to the City of Ontario or, at Grantee's option, self-insure such obligation; and provide for the indemnification of the City of Ontario, its Council, officers, and employees against any loss, liability, attorney's fees, or costs, it or they may incur for damages to property and injuries to persons and occasioned or arising out of the disturbance of said "ROW" in the exercise of the privileges hereby granted to Grantee;
6. Grantee shall at its own expense remove said fence and gate upon receiving written notice by the Grantor at anytime the Grantor deems necessary for any reason and shall restore the "ROW" to its original condition prior to construction and use;
7. In the event Grantee shall fail or neglect to remove the fence and gate and restore heretofore disturbed by it in its former condition after notice to Grantee and within such reasonable time as the Grantor may provide, the City of Ontario shall, without waiving any breach of these conditions, have the right to cause such repairs to be made as may be required and Grantee shall, upon demand of the City of Ontario, pay thereto its reasonable costs and expenses incurred therein and in connection therewith;
8. This agreement does not give the Grantee the right to install any other obstructions in the "ROW" or any other improvements, buildings, or structures other than the fence and gate as shown on Exhibit "A";
9. In the event action is instituted to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trail court and, in the event of any appeal, as set by the appellate courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF ONTARIO


Cliff Leeper, Public Works Director


Dan K. Cummings, Community Development Director

IDLE WHEELS, LLC
P.O. Box 1737
Coupeville, WA 98239

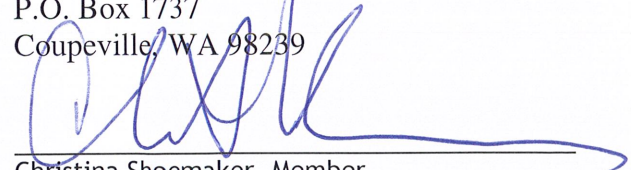

Christina Shoemaker, Member
(206) 375-2339
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Exhibit "A"

