

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into by and between Georgia-Pacific Toledo LLC, a Delaware limited liability company ("GP"), with an address at 1400 SE Butler Bridge Road, Toledo, OR 97391, and City of Newport, Oregon, a municipal corporation of the State of Oregon ("Newport"), with an address at Attn. Liam Hughes, Sports Coordinator, Parks and Recreation, 169 SW Coast Hwy, Newport, OR 97365.

RECITALS:

- A. GP is the owner of real property located at the Olalla Reservoir site in Lincoln County, Oregon ("Property").
- B. Newport desires to use the Olalla Reservoir on Saturday, June 29, 2013 for a Triathlon and GP is willing to grant Newport and its officials, employees, volunteers, agents and invitees the temporary, non-exclusive right to access the Property (the "Access Right") for such purposes subject to the following terms and conditions:

THE PARTIES HERETO AGREE as follows:

1. Subject to the terms and conditions set forth herein, GP hereby grants the Access Right in favor of Newport for the purpose of holding a Triathlon on the Property on June 29, 2013. Included in the Access Right, Newport's officials, employees, volunteers, agents and invitees shall be permitted to enter the Property between the hours of 5 a.m. and 8 p.m. on June 21 through July 1, 2013, for the purposes of setting up for the Triathlon, holding the Triathlon and cleaning up after the Triathlon. Unless it is otherwise sooner terminated in accordance with this Agreement, the Access Right shall terminate at 8 pm on July 1, 2013. Neither Newport nor its officials, agents, employees, volunteers, representatives or invitees may exercise the Access Right for any use or purpose other than those described in this Access Agreement. Neither GP nor any of its affiliates makes any representation as to any conditions of the Property, and Newport shall rely solely on its own examination and investigation of the specific conditions of the Property, and all local and general conditions that may affect its activities on the Property.
2. Newport agrees at all times that it will provide supervision of the activities by a sufficient number of qualified adult leaders and that it will, in the conduct of its activities, faithfully observe all laws, rules and regulations of federal, state and local governments and agencies including, but not limited to, the Oregon Forest Practices Act, as well as any safety rules or rules of conduct imposed by GP or any of its affiliates with respect to the Access Right and provided to Newport by GP in advance and/or in signage posted on the Property. Further, Newport understands and acknowledges that GP's security force locks the gate into the Olalla Reservoir area each evening at approximately 8:00 p.m. and unlocks the gate each morning at approximately 5:00 a.m. and that any vehicles remaining inside of the locked area at night will not be able to get out of the area until the gate is unlocked in the morning.
3. In consideration of the Access Right granted to Newport hereunder, within the limits of the Oregon Constitution and the Oregon Tort Claims Act, Newport covenants and agrees to indemnify, defend and save harmless GP, its affiliates, and their respective officers, employees shareholders, directors, or agents (the "Indemnified Parties") from any loss, damage, liabilities, claims, demands, cost or causes of action, including reasonable attorneys' fees actually incurred, in any way due to, arising out of, or related to injuries to persons or damage to property incurred by an Indemnified Party by reason of the exercise of the Access Right or the activities permitted hereunder. Newport hereby assumes any risk involved with respect to the purpose for which this Access Right is granted, and hereby releases and discharges the Indemnified Parties from any liability for loss, damage or injury incurred by Newport or its agents', representatives', employees' or invitees' entry or presence on the Property or their activities thereon, except to the extent caused by the gross negligence or misconduct of an Indemnified Party. The provisions of this paragraph 3 shall survive the expiration or earlier termination of the Access Right.
4. Prior to Newport or any of its agents, employees or invitees entering upon the Property to conduct the activities contemplated hereunder, and during the term of the Access Right, Newport, at its own cost and

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text notes that without reliable records, it would be difficult to track the flow of funds and identify any irregularities.

2. The second part of the document outlines the specific procedures for recording transactions. It details the steps involved in the accounting process, from the initial recording of a transaction to the final posting to the general ledger. The text stresses the need for consistency and accuracy in these procedures to ensure that the financial statements are reliable and free from error.

3. The third part of the document discusses the role of internal controls in the accounting process. It explains how internal controls are designed to prevent and detect errors and fraud, and to ensure that the financial statements are prepared in accordance with the applicable accounting standards. The text highlights the importance of a strong internal control system for the overall health and stability of the organization.

4. The fourth part of the document discusses the importance of transparency and accountability in the financial reporting process. It notes that stakeholders, including investors, creditors, and the public, have a right to know how the organization is performing financially. The text emphasizes that providing clear, accurate, and timely financial information is essential for building trust and confidence in the organization.

5. The fifth part of the document discusses the role of the accounting profession in maintaining the integrity of the financial system. It notes that accountants are responsible for providing objective and unbiased financial information, and for adhering to the highest standards of professional conduct. The text emphasizes the importance of ongoing education and training for accountants to stay current in their field.

expense, shall keep and maintain in full force and effect and shall deliver to GP evidence thereof, comprehensive general bodily injury and property damage liability (to include contractual bodily injury and property damage liability) and automobile bodily injury and property damage liability insurance from an insurer reasonably acceptable to GP. Such insurance shall be in the amounts of not less than Three Million and No/100 Dollars (\$3,000,000.00) combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by the insured in connection with the activities permitted hereunder, shall include contractual liability coverage for Newport's indemnity obligations in Section 3 above, and GP shall be named as an additional insured in each such policy by virtue of an additional insured endorsement approved by GP. All such policies of insurance shall contain a provision to the effect that the same shall not be canceled, nor the coverage modified nor the limits changed without first giving ten (10) days written notice thereof to GP.

5. Upon the expiration or earlier termination of the Access Right, Newport shall promptly restore the Property to its condition prior to the commencement of the Access Right, and thereafter, cause the Property to be fully and completely vacated, including, without limitation, removal of any and all persons, vehicles, equipment or other personal property.

IN WITNESS WHEREOF, the parties have executed this Access Agreement as of this 17th day of June, 2013.

City of Newport

Georgia-Pacific Toledo LLC

BY: Ted Smith

BY: Ken Y. Li

Type Name: Ted Smith

By: Ken Y. Li

Title: Interim City Manager

Title: Vice President - Manufacturing

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