

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("RIGHT OF ENTRY") is entered into this ____ day of _____ 2011, by and between the United States Postal Service, an independent establishment of the Executive Branch, having a place of business at Western Facilities Service Office, 7500 East 53rd Place Room 1108, Denver CO 80266-9918 (the "USPS"), and the City of Portland, Bureau of Transportation, 1120 SW 5th Avenue Suite 800, Portland OR 97204-1914, (the City").

RECITALS

WHEREAS, the USPS is the owner of certain property known as Portland P&DC postal facility, commonly known as 715 NW Hoyt Street, City of Portland, State of Oregon, and .

WHEREAS, the City seeks permission to obtain a temporary access to perform installation of brackets to support poles and wire for the train. The USPS desires to cooperate to the extent specified herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1), the mutual promises and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows.

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Right of Entry. USPS hereby grants, permission to the City, to perform installation of brackets to support poles and wire for the train purposes only which include the work described in Exhibit A attached hereto and incorporated herein and to grant entry to USPS owned property for the City's use of manlift equipment to perform the previously described work.
3. Duration of Agreement. This Right of Entry shall begin on the date of execution of this Agreement and shall expire on August 31, 2011 or at the termination of the construction and all work described herein, whichever is earlier in time.
4. No Disruption. City shall give due consideration to USPS' ongoing operations at the Property and shall use reasonable efforts to minimize the disruption thereto. City shall coordinate all access to the Property through the USPS designated official, Candace Kinne, USPS Contracting Officer, telephone (303) 227-5656, or his/her successor designee. In the event the City fails to provide continual and uninterrupted access to the Postal facility, the USPS has the option of terminating this Agreement by providing written notice to the City that the Agreement is terminated at no cost to the USPS. Upon receipt of said notice, the City has one (1) business day to remedy the situation. In the event the City fails to provide access to the Postal facility within the time period stated herein, said notice of termination shall become final and the Agreement is terminated.

.5 Insurance. City and/or its contractors and consultants shall carry and maintain workmen's compensation and comprehensive public liability insurance policies in the following amounts:

	<u>Bodily injury</u>	<u>Property Damage</u>
General Liability	\$1,000,000/person \$5,000, 000/accident	\$100,000/occurrence \$500, 000/aggregate
Automobile Liability	\$100,000/person \$500,000/accident	\$100,000/occurrence \$500,000/aggregate

5. Restoration. All the areas used shall be restored to the same condition that existed prior to the execution of this Agreement and left in a neat and workmanlike manner.

6. The City, by acceptance of this Agreement, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit or maintain said Agreement herein granted to the City, that the USPS, its successors and assigns shall not be responsible for damages, loss to property, injuries or death, which may arise from or be incident to the use and occupation of the Agreement, nor for damages, loss to property, injuries or death to others who may be on said premises at the City's invitation.

7. Subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, the City, by acceptance of this Agreement, agrees to defend, indemnify and hold harmless, the USPS, its successors and assigns, against any and all claims, demands, damages, costs, expenses, and legal fees, for any loss, injury, death or damage to persons or property, which at any time is suffered or sustained by the USPS, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of this Agreement, or be on or about the property that is the subject of this Agreement, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission, or intentional act or misconduct of the City, its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the USPS, by reason of such a claim as described above, upon notice from the USPS, the City covenants to defend such action or proceeding. The USPS shall not be liable and the City waives and releases the USPS from all claims for damage to persons or property sustained by the City, or the City's employees, agents, servants, invitees, contractors and customers resulting by reason of occupying or visiting the property that is the subject of this Agreement and/or appertaining to any equipment or appurtenances being used. All property belonging to the City and any use of the Agreement shall be at the risk of the City, and the USPS shall not be liable for damages to any such property or for the theft or misappropriation thereof.

8. Applicable Law. Any claim, controversy or dispute arising out of this Agreement shall be governed by applicable federal law.

9. The USPS does not warranty that the Agreement area is suitable for the purpose of installation of said utility and Grantee hereby waives any express or implied warranty on the part of USPS. USPS has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

USPS:
United States Postal Service

By: _____
Candace Kinne, Contracting Officer

City:
City of Portland, OR

By: _____

Printed Name: _____
Title: City Engineer, Bureau of
Transportation

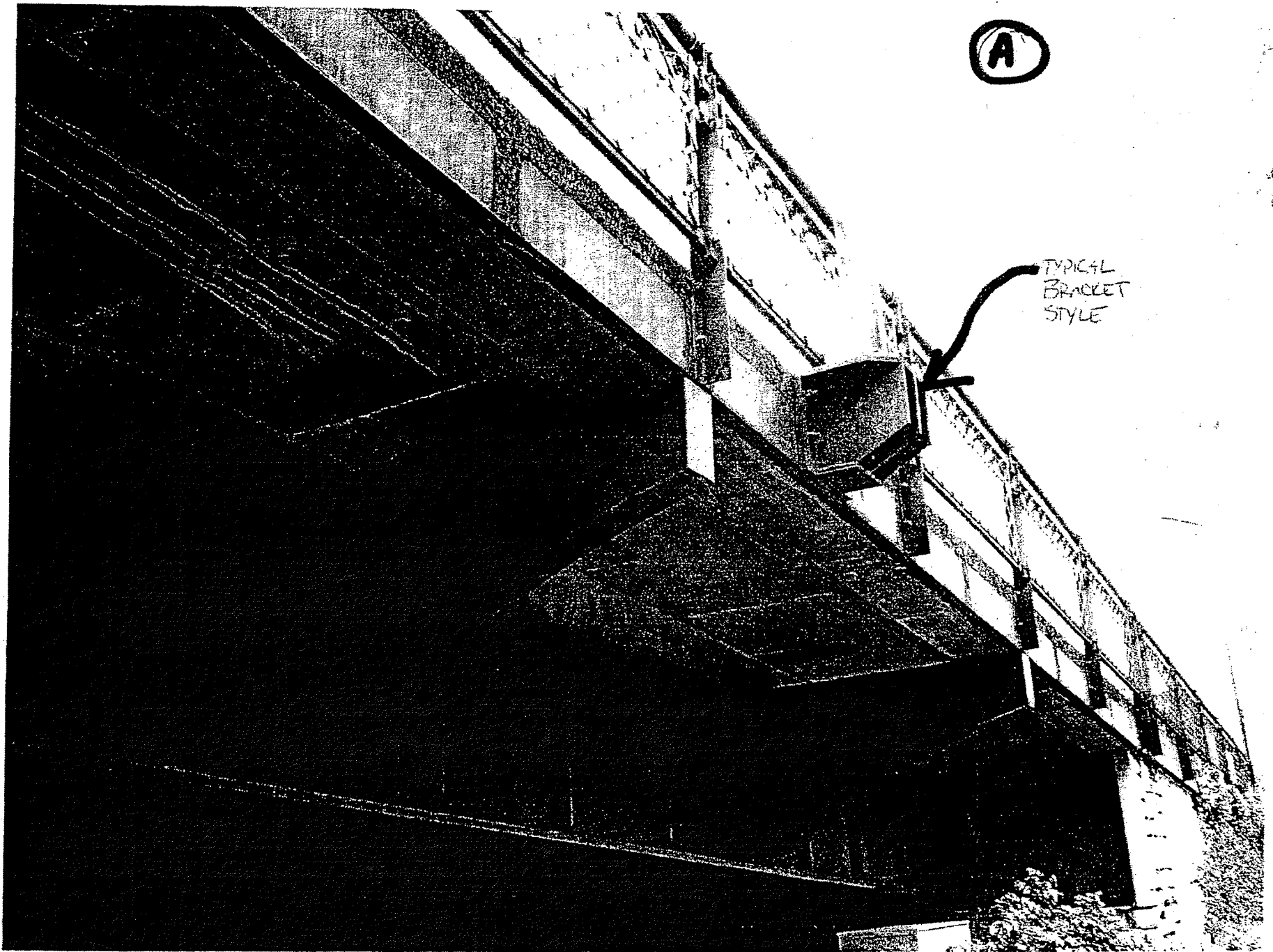
APPROVED AS TO FORM
Linda Menz
CITY ATTORNEY *mm*

EXHIBIT A

GENERAL SCOPE OF WORK

The construction of the Streetcar system requires installation of poles to support the overhead wire system that powers the train. As the train moves up the Lovejoy Ramp, these poles will be supported by steel brackets affixed to the side of the Ramp (see picture A). Drawing C gives a conceptual picture of the poles and wire going up the ramp. The brackets we need to access from the postal owned site are located on the right side of this aerial picture. On the south side of the Ramp, 4 of these steel brackets will require us to access them from the Postal Service parking lot located on the southeast corner of NW 9th Avenue/NW Lovejoy (see map D). Drawing B gives another view of these bracket locations and you can see the postal vehicle parking spots that we would like to access.

In general, work will be from a manlift. Since there are four brackets, the City believes that the City will need about four parking spaces, one for each bracket. The City will also need to peel back the fence fabric each day of work. The City will secure it back at the end of each work day. The City will need approximately five working days (one week) to complete the work.



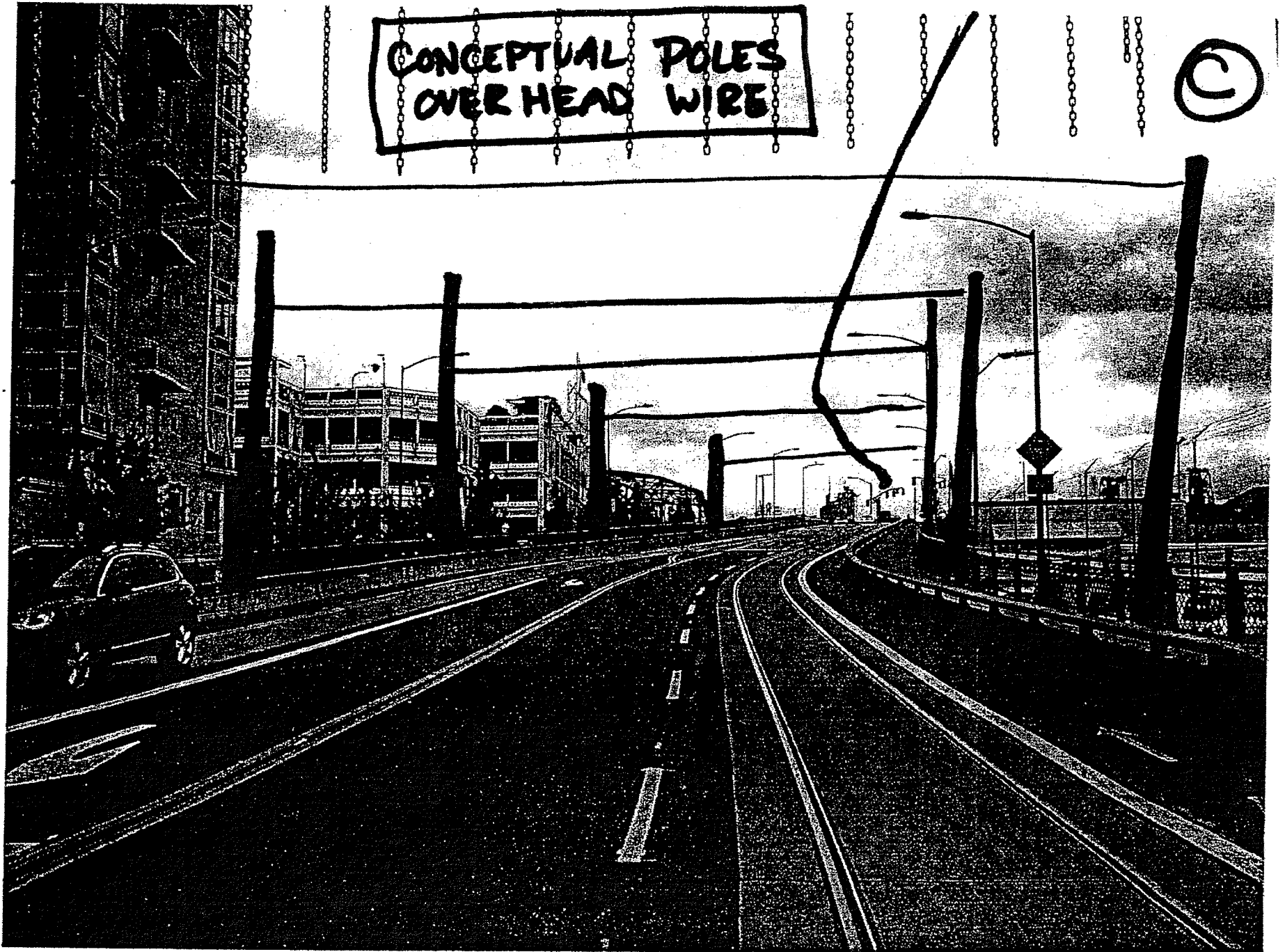
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TYPICAL
BRACKET
STYLE

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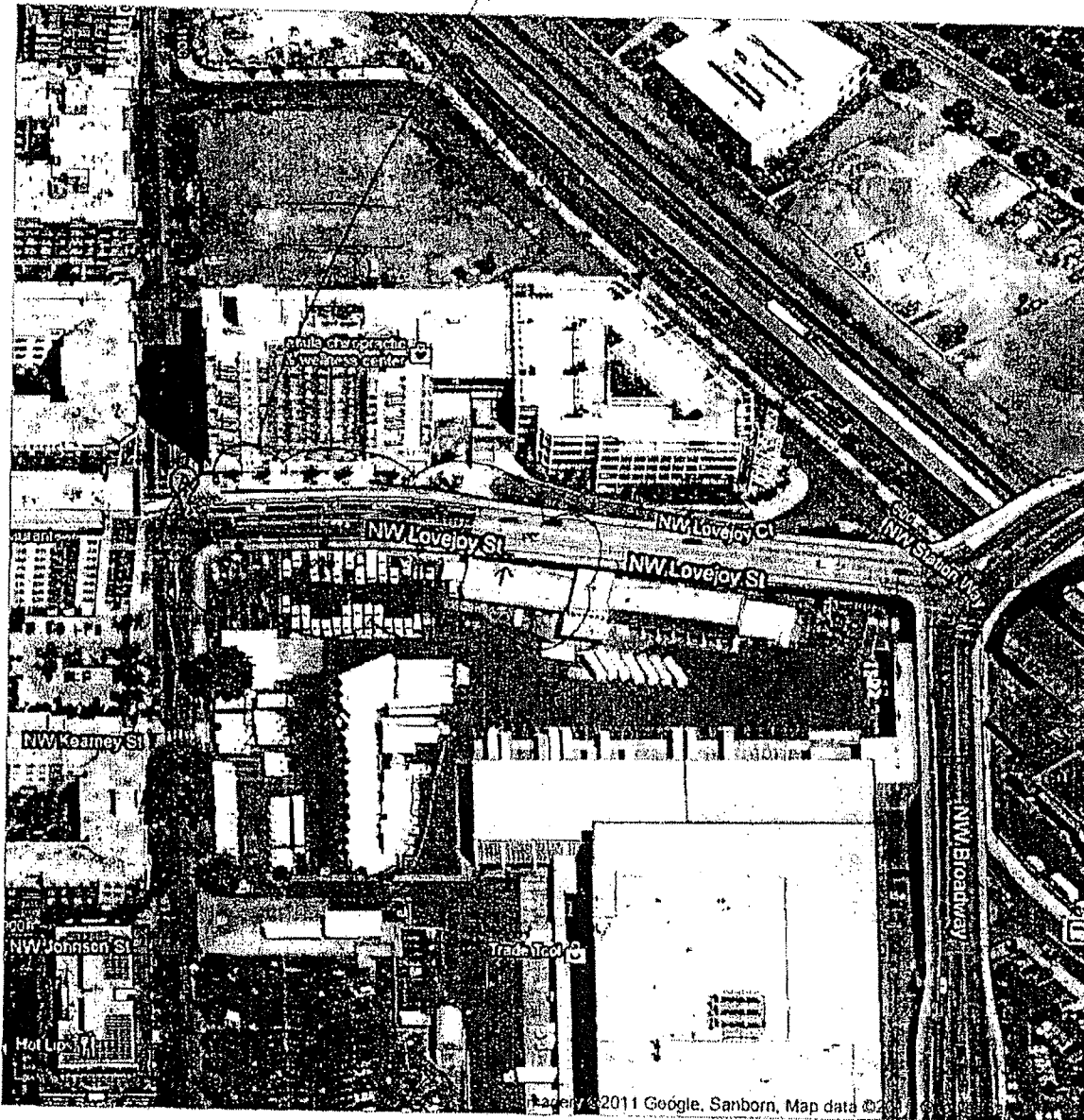
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Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



APPROXIMATE BRACKET LOCATIONS

SCOPE OF WORK:

- INSTALL STEEL BRACKETS TO LOVEJOY ROAD FOR HOLES TO SET PMS. WORK WILL BE FOR PORTLAND STREETCAR PROJECT.
- WE WOULD LIKE TO STAGE A MARKET FROM 4 EA PARKING SPOTS INSIDE FRONT-YARD POST OFFICE YARD. CROWS WILL DRILL HOLES & INSTALL ANCHORS INTO RAMP.