

RIGHT OF ENTRY AND AGREEMENT TO ALLOW USE OF PROPERTY IN THE EVENT OF A CITYWIDE EMERGENCY

RIGHT OF ENTRY

The undersigned, being the owner (or the duly authorized representative of the owner) of the real property described below, hereby grants to the City of Portland, its employees, agents and assigns, a temporary right of entry on the premises identified as:

Address: [ADDRESS]

Property ID: [PROPERTY TAX ID AS INDICATED ON PORTLANDMAPS]

Purpose: This right of entry is granted expressly for the purpose of access for the City of Portland employees and background checked/vetted PBEM volunteers in the event of a large-magnitude earthquake; or, for preplanned training exercises for which the City will request advance permission for access. Use of the access area may include assembling volunteers from the immediate neighborhood and retrieving emergency supplies.

Access Area Description: The access area is comprised of the real property depicted on the attached Exhibit Map. The access area is shaded in the color red.

Notification: If possible, the City will attempt to provide notification of its intent to use the access area. Since use of the property is predicated upon the existence of a large scale city-wide emergency that will likely have affected the availability of normal methods of communication, the undersigned acknowledges that no notice by the City is necessary in order to use the property.

Right of Entry. The City and the aforementioned volunteers shall have the right, privilege, and license to enter upon the Property at any time during the emergency and any such entry by the City or the volunteers shall not be deemed a trespass, and neither the City nor the volunteers shall not be subject to liability to Owner in trespass.

Indemnity: This right of entry is granted with the understanding that the City, subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall indemnify, defend and hold harmless the undersigned from any and all liabilities, demands, suits, actions, causes of action, charges, judgments, costs and expenses that may be imposed upon, incurred or paid by, or asserted against the undersigned that are the result of any act or omission of the City or of its officers, employees, agents or invitees in its use of the access area.

Damage to Premises. If the access area is damaged as a result of the acts or omissions of the City or its officers, employees, agents, contractors, licensees, permittees, invitees, or others acting under the direction and/or control of the City, the undersigned will promptly notify the City and shall, at undersigned's option and in cooperation with the City either repair or replace the affected property at the City's expense or shall reimburse the undersigned for its reasonable costs of repairing or replacing the affected

property. Any damage that is the result of or attributable to the emergency situation that prompted the City's use of the property shall be borne by the undersigned and the City shall not be liable to the undersigned for any damage to the access area caused by or contributed to by the emergency.

Termination: This right of entry shall begin within twenty-four hours after the emergency commences and continue until the City in its sole discretion determines that the site is no longer necessary for emergency use.

Consideration: The consideration for this right of entry is the non-monetary mutual benefit derived therefrom by the parties.

\_\_\_\_\_  
authorized representative of property owner  
(print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
authorized representative of property owner  
(signature)

\_\_\_\_\_  
authorized representative of property owner  
(print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
authorized representative of property owner  
(signature)

EXHIBIT MAP [SAMPLE]

