

**RIGHT OF ENTRY ON TO PRIVATE PROPERTY FOR DEBRIS REMOVAL**

\_\_\_\_\_ (“Property Owner”) hereby covenants, warrants, and represents that it is the owner of property consisting of certain common area and/or roads located within the \_\_\_\_\_ residential community, which is located in Wakulla County, Florida (the “Property”), on which debris removal shall be authorized to be performed by Wakulla County (the “County”) in accordance with the terms and conditions contained herein. Property Owner further covenants, warrants, and represents that it is legally authorized to execute and submit to the County this Right of Entry On to Private Property for Debris Removal Agreement (“Right of Entry Agreement”). As such, and subject to the terms and conditions of this Right of Entry Agreement, Property Owner freely grants to the County, including its employees, agents, contractors, and subcontractors, the right of access to and entry on to the Property for the purpose of performing debris removal as it is a public health and safety threat to the general public resulting from the declared major disaster related to Hurricane Michael (FEMA DR-4399), and consistent with the FEMA Fact Sheet entitled “Public Assistance: Private Property Debris Removal – Hurricane Michael,” dated October 10, 2018.

The County will perform the following work: Remove debris from the Property.

The Property on which the work will be performed is located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Government Not Obligated; No Expense Except for Insurance Proceeds**

Property Owner understands that this Right of Entry Agreement does not obligate the County to perform debris removal. The County will access the property under this Right of Entry Agreement if the work has been determined necessary in accordance with Federal, State, or local regulations. The Property Owner will not be charged for the work conducted by the County. However, if the Property Owner receives insurance proceeds or compensation from other sources for debris removal, the Property Owner’s obligation is set out in the section below, entitled, “Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received.”

Indemnification and Hold Harmless

Property Owner agrees to indemnify and hold harmless the County for any damage of any type whatsoever to the Property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the Property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which Property Owner has, or might or may have, by reason of any action taken by County to remove the debris and acknowledges the County has sovereign immunity in providing this assistance in response to a public safety emergency.

Avoidance of Duplication of Benefits: Reporting Debris Removal Money Received

Property Owner has an obligation to file an insurance claim if coverage is available. Property Owner understands and acknowledges that receipt of compensation or reimbursement for performance of the debris removal from any source including Small Business Administration, private insurance, an individual and family grant program, or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If Property Owner receives any compensation from any source for debris removal on the Property, the Property Owner shall promptly report it to: Wakulla County Board of County Commissioners, Public Works Administration, Attention: Nannette Watts, 338 Trice Lane, Crawfordville, FL. 32327, (850) 926-7616, [nwatts@mywakulla.com](mailto:nwatts@mywakulla.com).

Release of Insurance Information

If insured, Property Owner authorizes its insurer, (Company) \_\_\_\_\_, to release information relating to coverage and payments for debris removal activities (Claim # \_\_\_\_\_, Policy # \_\_\_\_\_) to the County.

Acknowledgement of Prohibition on Fraud, Intentional Misstatements

Property Owner understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 U.S.C. § 1001.

(Signature Page Follows)

**Signatures and Witnesses**

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Privacy Act Statement: The Property Owner/Owner's Authorized Agent acknowledge(s) that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right-of-Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to notify any lien-holder of demolition.

**PROPERTY OWNER**

\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_