

RIGHT OF ENTRY and HOLD HARMLESS AGREEMENT

This agreement is made between the undersigned, hereafter referred to as the "Grantor(s)" and the County of Breathitt hereafter referred to as "Grantee", for the purpose of permitting the Grantee, the Commonwealth of Kentucky, the U.S. Federal Government, and their agents, employees, assigns, successors, contractors, and subcontractors (hereinafter collectively known as "Permittees") to enter upon Grantor's property commonly known as

_____ (insert street address) to accomplish one or more of the flood recovery activities listed below:

1. **Private Property Debris Removal/Demolition of Private Structure:** Owner gives permission to the County to enter the property to identify flood related threats and hazards to public health and safety and to remove these hazards and/or structures, if any; and/or
2. **Access:** Owner gives permission to the County to enter the Property if necessary to gain access to any adjacent property for the above referenced activities.

The undersigned (Grantor(s)) hereby gives freely, without coercion, and unconditionally authorizes the Permittees to have the right of access and to enter upon or pass through the property described above at any reasonable time for the purpose stated above and other disaster response activities necessary to complete the work on the above-described property.

This document, and its terms, are related to FEMA federally declared disaster DR-4663. By agreeing to this document, you agree to the terms of the FEMA Private Property Debris Removal Program, including what is eligible under the scope of work of this program. Additionally, you agree that the debris identified for this program is a direct result of DR-4663, the flooding event that took place between July 26, 2022 and August 11, 2022. No debris identified for removal was located on the property prior to the event, nor as a result of any event following August 11, 2022.

This permission will remain in place until the above described work is certified complete by the Grantee. This permission does not require me to mark, warn or mitigate against any flood-related hazards and persons entering the property assume the risks of such hazards.

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the below described property, and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to said property to the Permittees to inspect the property to examine the area for cultural resources prior to construction activities, and for construction activities related to the repair of the municipal storm water conveyance system located on the Grantor's property. This agreement will remain in place for one calendar year or until the applicable work is completed.

HOLD HARMLESS: I understand that this Agreement is not an obligation upon the government to perform work on my property. I agree to hold harmless the Permittees for damages of any type whatsoever, either to the above-described property and/or any improvements on, or a part of the property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above Permittees while performing this work. If asked, I will mark sewer lines, septic tanks, water lines and utilities located on the property. This provision does not authorize or extend to physical damage to any structure in good repair that is mutually identified as being excluded from the work.

AVOIDANCE OF DUPLICATION OF BENEFITS:

I, the undersigned, have not or will not receive(d) any compensation for performance of the aforementioned activities from any other source including Small Business Administration, Natural Resources Conservation Service, private insurance, individual and family grant program or any other public assistance program. In the event any compensation from any source is received by the undersigned or any other party for performance of the aforementioned activities on this property, I will report the same to an identified governmental entity in the County of Breathitt, Kentucky where the property is located. I am responsible for signing over any identified duplication of benefits, if received.

Release of Insurance Information:

I, the undersigned, authorize _____ (Ins. Co.) to release information relating to coverage and payments for debris removal (claim# _____ policy # _____) to the County of Breathitt, Kentucky, and /or to the Commonwealth of Kentucky and/or to the United States of America and its FEMA employees or their contractors who present this form.

Or

- I, the undersigned, attest that the property does not have homeowner's insurance or other insurance that would cover the performance of the aforementioned activities on this property.

ACKNOWLEDGMENT OF PROHIBITION ON FRAUD, INTENTIONAL MIS-STATEMENTS

I, the undersigned, understands that an individual who fraudulently or willfully mis-states 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 5 years, or both, as provided under 18 U.S. Code § 1001.

SIGNED: All owners or authorized agent must sign below.

Printed Name

Signature

Date

Phone Number

Email Address

Physical Address