

Use Ballpoint or roller ball pen:

ROE No. \_\_\_\_\_

Remarks:

GPS Location:

Longitude \_\_\_\_\_

Latitude \_\_\_\_\_

Age of Structure/Property:

**RIGHT-OF-ENTRY ON PRIVATE PROPERTY (DEBRIS REMOVAL)  
TORNADO DISASTER ASSISTANCE (DEC. CODE 1971DR-AL)**

The undersigned hereby certifies and warrants that (they/he/she) (are/is) the title owner(s) of the property described herein, and do hereby request aid in removing debris to prevent further damage to ( my/our) property and therefore give freely and without coercion and the undersigned hereby unconditionally authorizes the City/County of \_\_\_\_\_, State of Alabama, its successors and assigns, the United States of America and its assigns, including, but not limited to the US Army Corps of Engineers and its contractors and subcontractors, to have the right of access and to enter in and onto the property located within the aforesaid city and/or county more commonly identified as:

for the purpose of: removing and clearing any or all tornado generated debris of whatever nature from the above described property. If there is a solitary standing wall that is to be removed, I/we certify:

- The City/ County in which the property is situated has determined that a solitary standing wall is debris;
- I expressly give permission to remove the solitary standing wall;
- If insured, the insurance adjuster has seen the wall;
- The wall has no historical significance; and
- The wall will not be removed if doing so would require different equipment from that used for other debris.

It's fully understood that this permit is not an obligation to perform debris clearance. The debris clearance will be conducted at no expense to the said property owner(s). The owner(s) agree(s) that the United States of America and its employees, agents, contractors and/or representatives shall in their sole discretion determine the extent and nature of the actions to be taken to accomplish the aforementioned purpose. Owner(s) will mark location(s) on property of any utility lines (sewer, water, gas) damaged by the tornados.

Additionally, the undersigned will indemnify and hold the City/County of \_\_\_\_\_, State of Alabama and the United States of America harmless for any damage of any type whatsoever to the above described property or to persons or personal property and fixtures situated thereon, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has, or ever might or may have, by reason of any action of aforesaid City/County, or United States of America taken to accomplish the aforementioned purpose.

(I/We) (have \_\_\_\_\_, have not \_\_\_\_\_), (will \_\_\_\_\_, 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 FEMA.

The undersigned represents and warrants that (he/she/they) (has/have) full power and authority to execute and fully perform the obligations under this Right of Entry without the need for any further action, or that (he/she/they) (is/are) duly appointed agent(s) of the owner, and that that (he/she/they) (has/have) full power and authority to execute and fully perform the obligations under this Right of Entry without the need for any further action. Additionally, the undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to a fine as provided under 18 USC 1001 or imprisoned for not more than five years or both.

For the considerations and purposes set forth herein, (I/we) hereby set (my/our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Witness

\_\_\_\_\_  
Property Owner or Property Owner's Authorized Agent  
Print Name \_\_\_\_\_  
Current Telephone No. \_\_\_\_\_  
Current Address: \_\_\_\_\_

\_\_\_\_\_  
Property Owner or Property Owner's Authorized Agent  
Print Name \_\_\_\_\_  
Current Telephone No. \_\_\_\_\_  
Current Address: \_\_\_\_\_