

(DISASTER ONLY)

RIGHT-OF-WAY-ENTRY AGREEMENT

I (We), _____, certify that I (we) am (are) [or authorized agent of] the owners(s), of the property commonly identified as _____ [name of gated community], Collier County, State of Florida, (hereinafter referred to as the "Property") do hereby grant and give freely and without any coercion whatsoever, the right of access, entry and use of and to said property to **COLLIER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose post office address is 3339 Tamiami Trail East, Naples, Florida 34112 (the "COUNTY"), its agents, contractors, and subcontractors thereof, for the purpose of removing and clearing any and all disaster-generated debris of whatever nature from the Property, in accordance with FEMA Public Assistance Program and Policy Guide, FP 104-009-1, January 2016, as may be necessary in the accomplishment of the foregoing. This Right-of-Way Entry Agreement shall be automatically renewed June 1st of each calendar year subsequent to the date signed below unless and until terminated in writing by the owner/authorized agent of the Property.

IT IS FULLY UNDERSTOOD THAT THIS PERMIT IS NOT AN OBLIGATION TO PERFORM DEBRIS CLEARANCE, NOR IS IT A GUARANTEE OF ELIGIBILITY.

The undersigned agrees and warrants to indemnify and hold harmless the Federal Government, Federal Emergency Management Agency, State of Florida, the COUNTY, their agencies, contractors and subcontractors, for against claims, demands, costs and any and all damage of any type, whatsoever, either to the Property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable which might arise out of any use or activities on the above described property. The undersigned will mark all or any disaster damaged sewer lines, water lines and other utility lines to be used as future reference points on the property.

I (HAVE __, HAVE NOT __) (WILL NOT __) receive(d) any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other Public Assistance Program. I will report any insurance settlements paid to me or my family for debris removal from this property that has been performed at federal, state, County, or municipal expense. My current property insurance policy information is:

Insurance Company: _____
Policy Number: _____

I understand that Federal law (42 United States code 5155 et seq.) requires me to reimburse the COUNTY the cost of removing the disaster-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to the COUNTY. If I have received payment, or when I receive payment, for debris removal from my insurance company, or any other source, I agree to notify and send payment and proof/statement of loss to the COUNTY. I understand that all disaster related funding, including that for debris removal from private property, is subject to audit.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements: The undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way Entry Agreement on this _____ day of _____, 20____.

WITNESSES:

(Signature)

Print:

(Signature)

Title:

Phone No.:

6/29/17 JAB, ACA
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