

<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> ROE No. _____ </div> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	<p>PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL/DEMOLITION FEMA-4827-DR-24</p> <p>Address: Tax ID Block/Lot: Federal/State/Tribal Landmark [Y/N]: ____</p>
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RIGHT OF ENTRY ("ROE") ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-4827-DR/EM-24)

Ownership Interest's Grant of Right of Entry for Debris Removal and/or Demolition Activities

The undersigned hereby certifies he/she/they/ is/are (check):
 _____ Property Owner(s) with authority to grant access to the property at (Address) _____.
 _____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the County of Ashe, the State of North Carolina, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major disaster, FEMA-4827- DR-24

- Governments/Contractors will perform the following work (check):
1. _____ Remove debris from the Property.
 2. _____ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

- _____ The Property Owner(s)/agent certifies that no mortgage exists on said property.
 _____ The Property Owner(s)/agent certifies that a mortgage does exist on said property.
 _____ The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

- _____ The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.
 _____ The Property Owner(s)/agent certifies that (list type) lien[s] _____ exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received."

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described 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 the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures. The Property Owner(s)/agent agrees to indemnify and hold harmless Ashe County and its officers, agents, and employees against all liability, loss and costs

arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Ashe County for any damages that result from the County's negligence to remove debris or demolish unsafe structures. Ashe County is insured for tort claims. This notice of insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities 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 the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to the Ashe County Emergency Management, 150 Government Circle Suite 2400, Jefferson, NC 28640 or by calling (336) 846-5522.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim # _____, Policy # _____) to the County agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent 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 USC § 1001.

Signature(s). Witnesses Required Only if Demolition

Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2024.

Witness 1 _____

Witness 2 _____

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledges 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 assure notification of any lien holder of demolition. The Property Owner/Authorized Agent understands that Ashe County must comply with Chapter 132 of the North Carolina General Statutes and this obligation may supersede the County's privacy obligations under this ROE. If a third party makes public record request for any "confidential information," as that term is defined in N.C.G.S. § 132-1.2, Ashe County agrees to notify the Property Owner/Agent of such request and to cooperate with the Property Owner/Agent in any lawsuit or declaratory judgment to determine whether the information or documents requested meet the requirements of N.C.G.S. §132-1.2 as confidential information or as otherwise restricted by law. This clause supersedes any language in any other document between the parties and shall not expire at the termination of the Contract.

Property Owner(s)/Authorized Agent:

Sign: _____

Print: Property Owner(s)/Authorized Agent: _____

Current Address and Telephone No.: _____

ALSO, IF DEMOLITION: Lien Holder(s):

Sign _____

Print: Lien Holder/Authorized Agent: _____

Current Address and Telephone No.: _____

Other Lien Holder/Authorized Agent:

Sign _____

Print: Other Lien Holder/Authorized Agent: _____

Current Address and Telephone No.: _____