

STATE OF GEORGIA)
COUNTY OF CHATHAM)

RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, by and between _____, as an officer of _____ Homeowners Association, an association of property owners (hereinafter referred to as “Owner”) or by _____, as a property owner abutting a private drive or owner or an interest holder in or of a private drive in the City of Tybee Island, Georgia, an organized municipality of the State of Georgia (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Owner agrees to provide access to City to enter onto the privately owned streets and/or right of way property for the purpose of providing emergency relief with respect to debris removal from Hurricane Matthew damage or destruction; and

WHEREAS, Owner and City desire to enter into this Agreement in order for the City to seek Federal Emergency Management Association refunding for debris removal and monitoring costs in connection with disaster recovery from Hurricane Matthew, which recently caused property damage, significant disruption of residential and City affairs, as well as public health and safety emergencies; and

WHEREAS, there are issues concerning the legitimacy and validity of municipal participation in assisting with debris removal and related services into private communities and/or on private rights of way or private drives or roads; and

WHEREAS, the parties do not consider the debris removal efforts to be “maintenance,” “repairs,” or right of way improvements; and

WHEREAS, Owner acknowledges that the offering of this Agreement and/or the execution of this Agreement, is not any assurance that the right of entry provided for herein will be, in fact, implemented or used nor that the debris removal contemplated herein will actually be undertaken by the City, but that, rather, this Agreement will permit the City to act as expeditiously as possible in seeking appropriate FEMA approval and conducting any necessary investigations with respect to ownership and cost and that, therefore, no rights to any interest or property or of enforcement are created hereby.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby agrees to give the City and/or its contractors the right to enter property for the purpose of estimating cost and possible providing debris removal within private drives, roads, streets, or rights of way in which Owner has an interest in order to remove debris created by Hurricane Matthew, including any wet, construction, or household debris created by Hurricane Matthew, in a reasonable manner and upon land which Owner owns or controls for access to any private area.
2. City and/or its contractors shall have the right to remove trees, limbs, brush and debris from or upon any such private right of way, street, road, or drive for the duration of the recovery effort from Hurricane Matthew, but not to exceed twelve (12) months from the date hereof.
3. City may provide through its contractors the debris removal service on privately owned streets, roads and rights of way during the period of recovery as defined in the Emergency Management Ordinance/Resolution of the City and/or of Chatham County and/or the Georgia Emergency Management Act of 1981 resulting from Hurricane Matthew.
4. Owner hereby agrees to protect, defend, indemnify and hold harmless the City, FEMA and/or GEMA, their elected officials, officers, agents, employees, contractors, successors and assigns from and against any and all liability, damage, claims, suits, liens and judgments of whatever nature and including any claims for contribution and/or indemnification for injuries or death to any

person(s), firm(s), association(s), partnership(s), or company(ies) or damage to the property or septic tank or other rights of any person(s), firm(s), association(s), partnership(s), or company(ies) caused as a result of the City and/or its contractors entering property for the purpose of hurricane debris removal. Owner's obligation to protect, defend, indemnify and hold harmless, as set forth herein, shall include, but shall not be limited to, any claims for damages to Owner's property which might be caused by the City and/or its contractors removal of hurricane debris.

5. Owner is responsible for and shall provide to City all appropriate and necessary insurance information relating to any claims which are or could have been made under any insurance the Owner possesses, including any information regarding the payment of proceeds, settlement and the existence of insurance coverage including, but not limited to, the name of the insurer, contact information of the insurer, and Owner agrees that any insurance proceeds will be directed pursuant to City instructions relating to debris removal from any private right of way and, further, Owner will cooperate with City in connection with any efforts to collect from any such insurer and agrees to coordinate with the insurance commissioner of Georgia to the extent necessary or appropriate.

6. Owner shall be responsible for only such loss of, damage to and destruction of property whatsoever and injury to or death to any person(s) other than City employees resulting from, arising out of, incident to, or occurring in connection with the City's operations under this Agreement except, however, to the extent that the indemnity obligation created herein might be construed so as to pertain to an "improvement to real estate" in which event the indemnity obligation shall in no way be construed so as to indemnify the City and/or its contractors for claims arising from the sole negligence or willful misconduct on the part of the City and/or its contractors.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed, sealed and delivered as of the date first written above.

OWNER:

Print Name: _____

OR

OWNER'S REPRESENTATIVE:

Print Name: _____

Representative Capacity: _____

OR

HOMEOWNERS ASSOCIATION

By: _____

Position: _____

Attest: _____

Position: _____

(SEAL)

PLEASE PRINT		
HOME OWER(S) LEGAL NAME(S)	STREET ADDRESS	CITY, STATE & ZIP
HOME PHONE	CELL PHONE	EMAIL ADDRESS