



RIGHT OF ENTRY AGREEMENT AND CONSENT TO CONDEMNATION AND DEMOLITION



(FORM MUST BE FILLED OUT AT COMMUNITY DEVELOPMENT DEPT.)

I/We _____, the owner(s) of the property commonly identified as

_____, City of Biloxi, Harrison County, State of Mississippi, do hereby request aid in removing debris to prevent further damage to my property and therefore grant and give freely and without coercion, the right of access and entry to said property to the City of Biloxi, Mississippi, its employees, agents, contractors, and subcontractors, thereof, or the United States Government, its employees, agents, contractors, and subcontractors thereof, pursuant to Section 33-15-49, Mississippi Code of 1972, annotated, and other applicable laws for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property. I/We further request aid in the demolition of all structures on said property, and acknowledge that said structures are unsafe, unfit for habitation and present a danger to the public health, safety and welfare. By acknowledging the need for and consenting to the condemnation and demolition of said structure(s), I/We hereby waive all rights to notice, a hearing, and adjudication of the issue of habitability and safety of said structure, which would otherwise be available under condemnation proceedings.

It is fully understood that this permit is not an obligation to perform the demolition and debris clearance. The undersigned agrees and warrants to hold harmless, the City of Biloxi, State of Mississippi and the United States Government, their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any action, either legal or equitable, that might arise out of any activities on the above described property. To the extent it's safe and feasible to do so, the property owner(s) will mark or designate any storm damaged sewer lines, water lines and other utility lines located on the described property.

I/We (have ____, have not ____), (will ____, will not ____) receive(d) any compensation for the demolition and debris removal from any other source including SBA, NRCS, private insurance, individual and family grant program or any other public assistance program. I/We will report any insurance settlements made to me/us or my/our family for debris removal on this property that has been performed at government expense. I/We am/are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to a fine of not more than \$10,000 or imprisoned for not more than one year or both. For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 2005.

Owner

Owner

Address

Telephone Number

Witness

Revised September 2005