

STATE OF TEXAS §

COUNTY OF POLK §



**EMERGENCY ORDER  
POLK COUNTY TORNADO DISASTER**

WHEREAS, by proclamation issued on April 22, 2020, the County Judge declared a state of disaster for Polk County, Texas resulting from an EF3 Tornado that resulted in the loss of life and produced extensive damage to residential and commercial structures and public infrastructure.

WHEREAS, on April 28, 2020, the Polk County Commissioners' Court met in a Regular Session and deemed it necessary to extend the Local Disaster Declaration for an additional 30 days.

WHEREAS, on April 29, 2020 Governor Greg Abbott issued a Declaration of Disaster for six Texas Counties, including Polk County, as a result of severe storms.

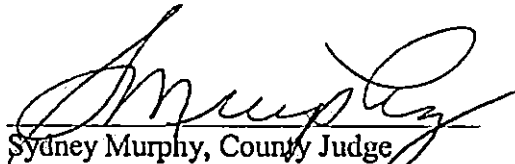
WHEREAS, under Chapter 418, Government Code, the County Judge may issue orders to utilize county equipment and personnel to protect health and safety after a local disaster declaration.

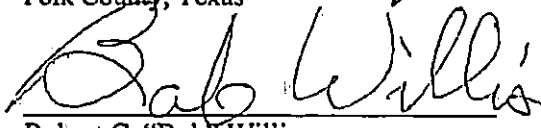
THEREFORE, be it proclaimed by the Commissioners Court of Polk County, Texas, under Chapter 418, Government Code that the County Commissioners may enter private property in the storm impacted areas at the request of the property owner and use county equipment and personnel to move disaster debris to the right-of-way for removal in order to protect the health and safety of Polk County residents.


This order shall remain in effect for 60 days from the date this Order is issued, or until the state of disaster is terminated, whichever is sooner.

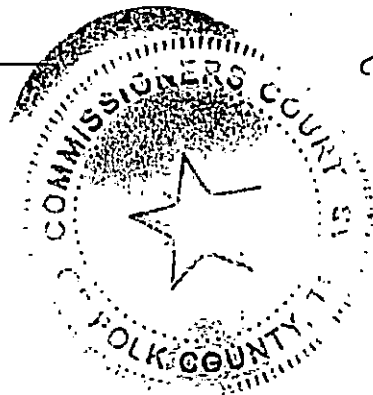
This order shall take effect immediately from and after its passage and publication, and it is accordingly so ordained.

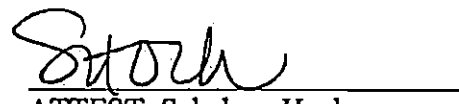
Dated this the 12<sup>th</sup> day of May, 2020.

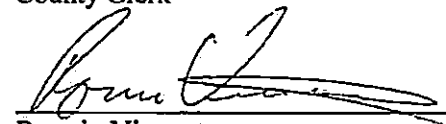
  
Sydney Murphy, County Judge  
Polk County, Texas

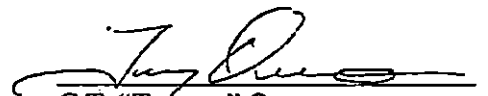
  
Robert C. "Bob" Willis  
Commissioner, Precinct 1

  
Milton Purvis  
Commissioner, Precinct 3



  
ATTEST: Schelana Hock  
County Clerk

  
Ronnie Vincent  
Commissioner, Precinct 2

  
C.T. "Tommy" Overstreet  
Commissioner, Precinct 4



ROE No. _____	PRIVATE CONTRACTOR/FORCE ACCOUNT DR _____ Debris Removal DW _____ Debris on Dwelling Texas – Polk County – April 2020 Tornado Remarks:  Age of Structure/Property:
GPS Location: Longitude _____  Latitude _____	

**RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL  
THE TORNADO EVENT OF APRIL 22, 2020 DISASTER ASSISTANCE**

Ownership Interest, Debris Removal Request, and Grant of Right of Entry

The undersigned hereby certifies and warrants that (Circle) they/he/she are/is the title owner(s) or lessee or mortgagor of the property described herein, and hereby request aid in removing debris to prevent further damage to my/our enumerated property and therefore give freely and without coercion and the undersigned hereby unconditionally authorizes County of Polk in the State of Texas, its employees and representatives, and the State of Texas, its successors and assigns and its contractors and subcontractors, the United States of America and its assigns, and its contractors and subcontractors (collectively, the "Debris Removal Parties"), to have the right of access and to enter in and onto the property located within the aforesaid county more commonly identified as:

\_\_\_\_\_

\_\_\_\_\_

for the purpose of removing and clearing any or all debris that poses a threat to public health and safety that was deposited by the April 22, 2020 tornado from the above described property.

Debris Touching Any Dwelling

If there is debris on or touching a dwelling:

- I/We expressly give permission to remove the debris; and
- If insured, I/we certify that the insurance adjuster has seen the dwelling.

### Government Not Obligated; No Expense Except For Insurance Proceeds

It is fully understood that this Right-of-Entry is not an obligation to perform debris clearance. The debris clearance will be conducted at no expense to the said property owner(s), although insurance or other proceeds paid to owner(s) for debris removal must be handled as set out below.

### Government Indemnified and Held Harmless

Additionally, the undersigned will indemnify and hold harmless the Debris Removal Parties 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 undersigned has, or ever might or may have, by reason of any action of aforesaid the Debris Removal Parties taken to accomplish the aforementioned purpose.

### Avoidance of Duplication of Benefits; Reporting Receipt of Money for Debris Removal

I/We, the undersigned, have/have not or will/will not receive (d) any compensation for performance of the aforementioned activities from any other source including Small Business Administration, FEMA, 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/we will report the same to an identified governmental entity in the county where the property is located and the State of Texas.

### Power and Authority to Sign Right of Entry

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/lessee/mortgagor, and 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.

### 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 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) and Witnesses  
Property Owner or Property Owner's Authorized Agent

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Signature:**

\_\_\_\_\_

Property Owner or Property Owner's Authorized Agent

Print Name: \_\_\_\_\_

Current Telephone No. \_\_\_\_\_

Current Address: \_\_\_\_\_

**Witness:**

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Privacy Act Statement:** The above signed acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry.

This form is signed in order to gain access to perform debris removal operations on the above-mentioned property and authorize the release of insurance policy and claim information.