

**PRELIMINARY APPLICATION & RIGHT-OF-ENTRY
HARPETH RIVER, FRANKLIN, TN NONSTRUCTURAL
FLOOD RISK MANAGEMENT PROJECT**

In compliance with the Privacy Act of 1974, the following information is provided. Public Law 80-858, Section 205, authorized the solicitation of the information on this form for purposes of determining eligibility for participation in the project. This is the only use to be made of the information except for audit purposes to ensure compliance with the law. Disclosure of the information is voluntary; however, failure to provide the information will result in your ineligibility to participate in the project.

TRACT NO. _____

STRUCTURE NO. _____

OWNER

TENANT

APPLICATION NO. _____

INTERVIEWER _____

DATE _____

Please answer the following questions completely and accurately. The information will be used by program personnel to help determine eligibility and benefits. Complete and accurate information will expedite the processing of your application.

APPLICANT'S NAME _____
First, Middle, Last

MAILING ADDRESS _____
Street or Box Number, City, State, Zip

PHYSICAL ADDRESS _____

HOME PHONE (____) _____ WORK PHONE (____) _____

MARITAL STATUS _____ IF MARRIED, SPOUSE'S NAME _____

DO YOU LIVE ON THE PROPERTY? YES NO

IF YOU ARE A TENANT, LANDOWNER'S NAME _____

DIRECTIONS TO PROPERTY _____

HOW WAS LAND ACQUIRED? (i.e. deed, will, heirship) _____

DEED BOOK AND PAGE (**REQUIRED**) _____

SIZE OF PROPERTY (i.e. 100'x100' Lot, 5 Acres, etc) _____

IS PROPERTY MORTGAGED? _____ IF YES, WITH WHOM? _____

List & describe buildings on the property (i.e. 2-story frame, 5-room; 1 story brick, 8-room house; 1977 12x60 mobile home; four-unit apartment building, 8x12 storage building, etc.)

Structure Description	Owner of Structure (if different from the applicant)	Tenant's Name (If applicable)	Monthly Rent
(1)			
(2)			
(3)			
(4)			
(5)			

For each structure listed above, please complete the information in the chart below.

Head of Household	No. of Occupants	How long have you lived there?	Date mobile home placed on Site	Lien or Mortgage?	For Official Use: Structure No.
(1)					
(2)					
(3)					
(4)					
(5)					

REMARKS _____

For Landowners Only

PLEASE READ THE FOLLOWING RIGHT-OF-ENTRY AGREEMENT. IT IS A PART OF THIS APPLICATION. IF YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, SIGN YOUR NAME BELOW. PLACE TODAY'S DATE IN THE APPROPRIATE BLANK:

The undersigned applicant, hereinafter "Applicant," hereby grants to the UNITED STATES OF AMERICA, hereinafter "Government," a permit and right-of-entry upon the following terms and conditions.

- (a) The Applicant hereby grants to the Government an irrevocable right to enter upon the above referenced property from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said property at any time within a period of forty-eight (48) months in relation to the Harpeth River, Franklin, TN Nonstructural Flood Risk Management Project.
- (b) The permit includes the right of ingress, egress on the other properties of the Applicant, not referenced above, provided such ingress, and egress is necessary and not otherwise conveniently available to the Government.
- (c) All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit and right-of-entry.
- (d) If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein; and
- (e) This permit and right-of-entry includes the right of the Government to survey and inspect the property for hazardous, toxic and radioactive wastes and other substances by any means as may be determined necessary by the Government and the right of the Government to conduct any other activities upon said property as may be determined necessary by the Government in connection with the Harpeth River, Franklin, TN Nonstructural Flood Risk Management Project.

SIGNATURE OF APPLICANT

DATE

UNITED STATES OF AMERICA BY:

DATE

DO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY	OWNER VERIFICATION
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<input style="width: 40px; height: 25px; margin-bottom: 10px;" type="checkbox"/> Released for floodproofing subject to additional matters that would be discovered by an update of the verification at the time of the request for Floodproofing Agreement.	POSTING DATA		
<input style="width: 40px; height: 25px;" type="checkbox"/> Hold pending further curative work. A Memorandum will be furnished when the tract is released for floodproofing	DATABASE	INITIAL	DATE
	REMISS		
	ACCESS		
NOTE: THIS IS NOT A TITLE OPINION AS NO TITLE SEARCH WAS CONDUCTED.	RE	PD	LTS