

RIGHT OF ENTRY FOR FLOOD CHANNEL ASSESSMENT

The City of Boulder is conducting a flood mitigation study for Goose Creek and Twomile Canyon Creek. As part of this study, the existing conditions of these creeks and associated infrastructure are being assessed. Your property, commonly identified as _____ (address), Boulder, Colorado, _____ (zip) abuts or is crossed by a flood channel. By signing this form, you agree to give authorization to the City of Boulder, its successors and assigns, its contractors and subcontractors, agents and employees, the right to access and to enter upon or pass through the property for the purpose of documenting the existing conditions of the flood channel. This will include: taking notes and pictures of the flood channel and any associated structures such as bridges, pipes, and fences along or across the flood channel, gathering survey information, and noting any observed hazards such as fallen trees, sediment build-up, trash or severely eroded banks. All work will be conducted in a safe and workman like manner and will adhere to current COVID-19 guidelines. This Right of Entry DOES NOT authorize entry into the interior of private residential structures and any other structures.

RIGHT OF ENTRY: I certify that I am the owner, occupant, lessee, agent or other person in control of the property identified above, and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry onto said property to the City of Boulder, its contractors, subcontractors, agents or employees, for the purpose of assessing the existing conditions of the flood channel. 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 further action, or that he/she/they is/are duly appointed agent(s) of the owner and/or the 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 further action. This Right-of-Entry DOES NOT authorize entry into the interior of private residential structures and any other structures on the identified property.

I understand that this Agreement in no manner obligates or imposes any duty upon the City of Boulder to perform flood channel work or maintenance on my property. This Agreement is not intended and shall not be deemed to create, expand, diminish or in any way affect any liability or responsibility of the City of Boulder for any hazardous material or other environmental matters on or relating in any way to the Property at any time. The term of this Agreement shall be for one year unless written notice of revocation is delivered to the City at the email or U.S. Mail addresses, below.

SIGNED:

PROPERTY ADDRESS/DESCRIPTION: _____

PRINTED NAME: _____ RELATIONSHIP TO OWNER: _____

SIGNATURE: _____ DATE: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

If you have any questions about this form, please contact Laurel Olsen at (720) 456.8819 or olsenl@bouldercolorado.gov. Once signed, please submit this form by clicking the submit button or by U.S. Mail to:

City of Boulder
Flood and Greenways Engineering
1739 Broadway, Suite 211
Boulder, CO 80302