



**FULTON COUNTY, GEORGIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES**

REQUEST FOR ENTRY ONTO PROPERTY

TO:

Date: _____, 2024

**PROJECT: 20E-SE03
Testing of Water Service Line Material**

Parcel Number: _____

Dear _____:

This letter is to notify the owners of the property identified above that Fulton County is requesting their permission to allow Fulton County personnel—wearing proper identification—to enter onto the property referenced above to assess its water service line and to determine from what materials it is made. Pursuant to federal regulations, specifically 40 C.F.R. 141.84(a), the County is required to create a Water Service Line Inventory that identifies the materials used in the water service lines servicing County properties by October 16, 2024. A Temporary Right of Entry form is enclosed for the property owner's review and execution.

Signing the Temporary Right of Entry form will permit Fulton County personnel or contractors to conduct the necessary testing to determine from what materials the property's water service lines are made. Fulton County personnel and/or its contractors will only enter the property for testing and their work will be confined to the area immediately surrounding your water service line. No extensive land disturbance activities will be conducted on the property. In most cases, Fulton County personnel and/or contractors will only need to access a small amount of soil and grass in order to visually inspect the service line and determine its composition. Upon completion, Fulton County will restore the portion of the Owner's property as nearly as possible to its former condition.

Once we receive your signed Temporary Right of Entry form, we will contact you to arrange a date for Fulton County personnel and/or contractors to come out to the property and conduct the necessary testing.

Should you have any questions, please contact Timothy P. Mullen, P.E., Engineering Administrator at 404-612-9564 or 404-234-4323 at any time.

Sincerely yours,
Fulton County Department of Public Works

Timothy P. Mullen, P.E.

Cc: Terry I. Peters, P.E., Deputy Director
Sam Tamakloe, Senior Construction Project Manager

Enclosure

TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 ("Effective Date") by and between **Fulton County**, a political subdivision of the State of Georgia (the "Grantee"), and _____ (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of _____, Georgia w(the "Property");

1. **Grant.** Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between ____ 1, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the _____ day of _____, 2024.

OWNER

Name: _____

Name: _____

FULTON COUNTY, GEORGIA

Name: _____