



JOSEPH L. MACON  
MAYOR

Dear Property Owner/Current Resident:

COUNCIL MEMBERS

GREGG FANN, SR.  
STEVE BENNETT

PAT G. LANGFORD  
LANCE RHODES

MARCEL L. REED  
EARNESTINE PITTMAN

J. SLAUGHTER-  
GIBBONS  
CLYDE K. MITCHELL

CRANDALL O. JONES  
CITY MANAGER

You are being notified that City crews will need to access the City easement portion of your property in order to perform sanitary sewer work. Heavy equipment and construction noise will be noticeable however; our crews will work diligently to minimize the length of the construction period.

Enclosed is a Notice of Right of Entry (NOE) form from the City of East Point requiring your signature. This form is a formal notification to you, the property owner/current resident, of the City's intent to enter upon your property to perform work within the City easement. The Notice is basically issued to detail the work the City plans to do and the rights of the parties involved.

Though failure to sign and/or return the form will not preclude the City from performing the work within the easement, your signature does acknowledge your receipt of the Notice and where applicable, grants right to the City to step outside of the public easement onto the private portion of your property with reasonable caution and care. Otherwise, you are not releasing any claim by signing the NOE document but simply confirming your receipt of the notice and understanding of the work to be performed.

Please fill-in your address, sign, date and return the NOE form in the stamped envelope provided. You do not need to fill in the land lot number as our office will complete this information when your form is returned.

Last, it is not mandatory but our desire that you have the NOE form notarized as acknowledgement that the signature on the form is actually your signature. Be advised that you can have the document witnessed and notarized for **FREE** at the Capital Improvement Office located at Jefferson Station – 1526 East Forrest Ave, Suite 400. It is important that you ask for Marceia Barlow upon your arrival to the office in order to have the fee waived. Otherwise, a charge may be assessed for this service.

If you have any questions concerning this Notice to Repair, the Notice of Right of Entry or need another Notice of Right of Entry form mailed to you, please call Marceia Barlow, Capital Improvement Program - Project Coordinator, at 404-270-7162.

Mission Statement

*To provide exceptional city services in the most professional, courteous and effective manner to enhance the quality of life in the City of East Point.*



**DEPARTMENT OF PUBLIC WORKS  
CITY OF EAST POINT  
NOTICE OF RIGHT OF ENTRY**

EAST POINT GEORGIA, FULTON COUNTY:

The undersigned,  owner or owners,  renter or renters,  other (as the case may be), whose address is \_\_\_\_\_ hereby acknowledges the following:

1. Project Scope of Work: \_\_\_\_\_

2. The City, its successors and assigns has the right and privilege to enter upon and along their land pursuant to an easement shown on a recorded plat which dedicated to the City of East Point, the complete ownership and use of all water mains and trunk sewers improvements constructed on said land in said City in Land Lot \_\_\_\_ of the 20 district, of said City, known as East Point in Fulton County, for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement.

3. The City, its successors and assigns has the right and privilege to go in, upon and along their land pursuant to a prescriptive easement due to the City of East Point's complete ownership and use of all water mains and trunk sewers improvements constructed on said land in said City in Land Lot \_\_\_\_ of the 20 district, of said City, known as East Point in Fulton County for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement.

4. It shall be unlawful for any officer, employee, agency or department of the city to perform any work, render any service or furnish any materials in the improvement of any private property before a formal recordable deed or easement, and release covenant of indemnity running with the land shall have been obtained therefore; whereby the city, its officers, agents, employees and contractors shall be granted the necessary right-of-way, with rights of ingress and egress, and released from and indemnified against any and all liability for personal injury and property loss, damage, costs, and expenses or claims therefore for alleged willful or negligent acts or conduct of the city and its officers, employees, agents or contractors, or any of them in performance of such work, or in connection therewith, and even then no such materials, service or work shall be furnished in improvement of private property except to such extent as the city shall have contributed to the creation of conditions requiring it.

5. The duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly recorded easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly recorded easement pertaining to the private property involved.

6. The undersigned does not convey any additional land easements to said City, but acknowledges the above described rights and privileges for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement.

7. No present or continuing rights or obligations are created in either party by execution or implementation of this Notice of Right of Entry other than the right of entry expressly stated herein. Furthermore, the City shall not be liable for, or bound by any statement or agreement or understanding not herein expressed.

8. Failure to execute this notice will not preclude the City from entering upon the property and taking those actions which are allowed by law pursuant to the easements which it possesses.

This Notice will be in effect immediately after it has been signed and until time of job completion.

IN WITNESS WHEREOF, the said owner (or Owners, if more than one) has hereunto set their hands and seals,

This \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Name)

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

WITNESS

\_\_\_\_\_ (SEAL)