



**CITY OF ATLANTA EPA BROWNFIELDS ASSESSMENT PROGRAM**  
**EPA GRANT NUMBER BF 00D12413-0**  
**SITE ACCESS AGREEMENT FOR:**

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1. The \_\_\_\_\_, the real property owner (“undersigned” or “Owner”), hereby gives permission to the City of Atlanta, its employees, agents, representatives, and subcontractors to enter the undersigned’s property (“the property”) located on 1116 Murphy Ave SW, Atlanta, GA 30310 as described in **Attachment A**.
2. This permission is contemplated to be used for the following activities that may be performed by the City of Atlanta, its agents, representatives or subcontractors:
  - a) Performance of a Phase I Environmental Site Assessment.
  - b) Having access to areas where contamination may exist.
  - c) Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the City of Atlanta and the like.
  - d) Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems. The City of Atlanta and its agents, representatives and subcontractors are not considered “generators of hazardous waste”.
3. Upon completion of the investigation, the City of Atlanta will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The City of Atlanta its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. The City of Atlanta acknowledges and accepts its responsibility for damages caused by the acts of its employees, agents, representatives, and subcontractors acting within the scope of their employment while on the property.
7. The City of Atlanta acknowledges and accepts any responsibility it may have under applicable law for damage caused by the acts of its employees, agents, representatives, and subcontractors acting within the scope of their employment while on the property, subject to any monetary limits stated in the statutes of the State of Georgia.
8. In exercising its access privileges, the City of Atlanta will take reasonable steps not to interfere with the Owner's operations.

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Site Owner  
or Designated Signing Authority

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**Witness**

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PRINT NAME

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Date

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Date

**ATTACHMENT A  
FULTON COUNTY PROPERTY APPRAISERS  
LEGAL DESCRIPTIONS AND  
DETAIL SITE MAP**