



RECOMMENDATION

It is recommended that the Garden Grove City Council:

- Approve the Right of Entry and Agreement Regarding Capital Improvements and granting of an easement to the City of Garden Grove;
- Authorize the City Manager to execute the agreement on behalf of the City;
- Authorize the City's Right of Way Agent to approve the Easement Deed as to execution and description; and
- Authorize the City Clerk to accept the Easement Deed for the new water easement on behalf of the City.

*David E. Entsminger FOR KJ*

KEITH G. JONES  
Public Works Director

*David E. Entsminger*

By: David E. Entsminger  
Water Services Manager

Attachments: 1) Right of Entry and Agreement Regarding Capital Improvements  
2) Easement Deed

**Recommended for Approval**

*Matthew Fertal*  
**Matthew Fertal**  
City Manager

## RIGHT OF ENTRY AND AGREEMENT REGARDING CAPITAL IMPROVEMENTS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BERNARD DOMINGO**, on behalf of **AMARANTE, LLC**, owner in fee of the Property described herein ("Grantor"), does hereby **GRANT** to **CITY OF GARDEN GROVE**, a public entity ("Grantee"), and any contractor, agent or employees engaged by said Grantee, the right to enter upon and to pass and repass over and along that certain Property commonly known as 13902 Clinton Street, Garden Grove, California, and depicted on Exhibit "A" attached hereto and incorporated herein, and to deposit tools, implements, and other materials thereon, for the purpose of completing the following capital improvements and related activities, as depicted in the attached Exhibit "A":

1. Installing 320 linear feet of 4-inch C-900 water line from the City water main to the Property.
2. Installing one 4-inch water gate valve in Clinton Street and another 4-inch water gate valve on the Property as a customer shut-off valve.
3. Once the 4-inch water line is installed, chlorinating the water line and taking a bacteriological sample.
4. Once the 4-inch line is approved for potable water usage, installing the following: four 1-inch copper water services, four 5/8-inch meters and appurtenances, and four #37 boxes.
5. Installing four reconnections from the rear of the water meter back to the customer water line.
6. Making all asphalt and concrete repairs related to the capital improvements.
7. Applying a protective asphalt coat through the parking lot at the Property as a final finish to the asphalt.

THIS GRANT reserves unto Grantor only such landscaping, walkway and roadway rights as will not interfere with or prohibit the free and complete use and enjoyment by Grantee, its successors and assigns, of the rights hereby granted.

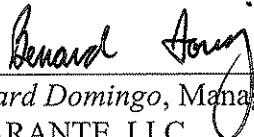
THIS GRANT is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this grant, has the right to permanently remove all things thereon that interfere with the purpose for which said right of entry is granted. Further, Grantor, in consideration of the capital improvements to be constructed, agrees to execute an Easement Deed in the form attached hereto as Exhibit "B" for the purpose of allowing Grantee ingress and egress access to the meters for maintenance and repair.

Right of Entry Agreement  
Grantor: Bernard Domingo  
Grantee: City of Garden Grove  
Property: 13902 Clinton St.

Grantor understands that upon Grantee's completion of the capital improvements and related activities described herein, Grantee's sole responsibility thereafter shall only be for the maintenance and repair of the meters installed. Grantor expressly acknowledges that Grantor shall be responsible and liable for the maintenance and repair of all other improvements described herein, including the water lines and surface improvements on Grantor's Property.

It is understood that each undersigned Grantor grants only that portion of the above described land in which said Grantor has an interest. The undersigned Grantor represents and warrants that he/she/they is so authorized to execute this Agreement on behalf of AMARANTE, LLC.

Dated: OCT. 11, 2010

  
\_\_\_\_\_  
Bernard Domingo, Manager  
AMARANTE, LLC.  
Property Owner

**“CITY”**  
**City of Garden Grove**

Date: \_\_\_\_\_

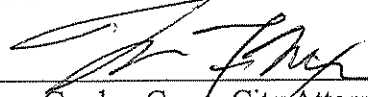
By: \_\_\_\_\_  
City Manager

ATTESTED:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Garden Grove City Attorney

Date: 10/20/10

EXHIBIT "A"

PROPERTY AND CAPITAL IMPROVEMENT DESCRIPTION

# 13902 Clinton St.

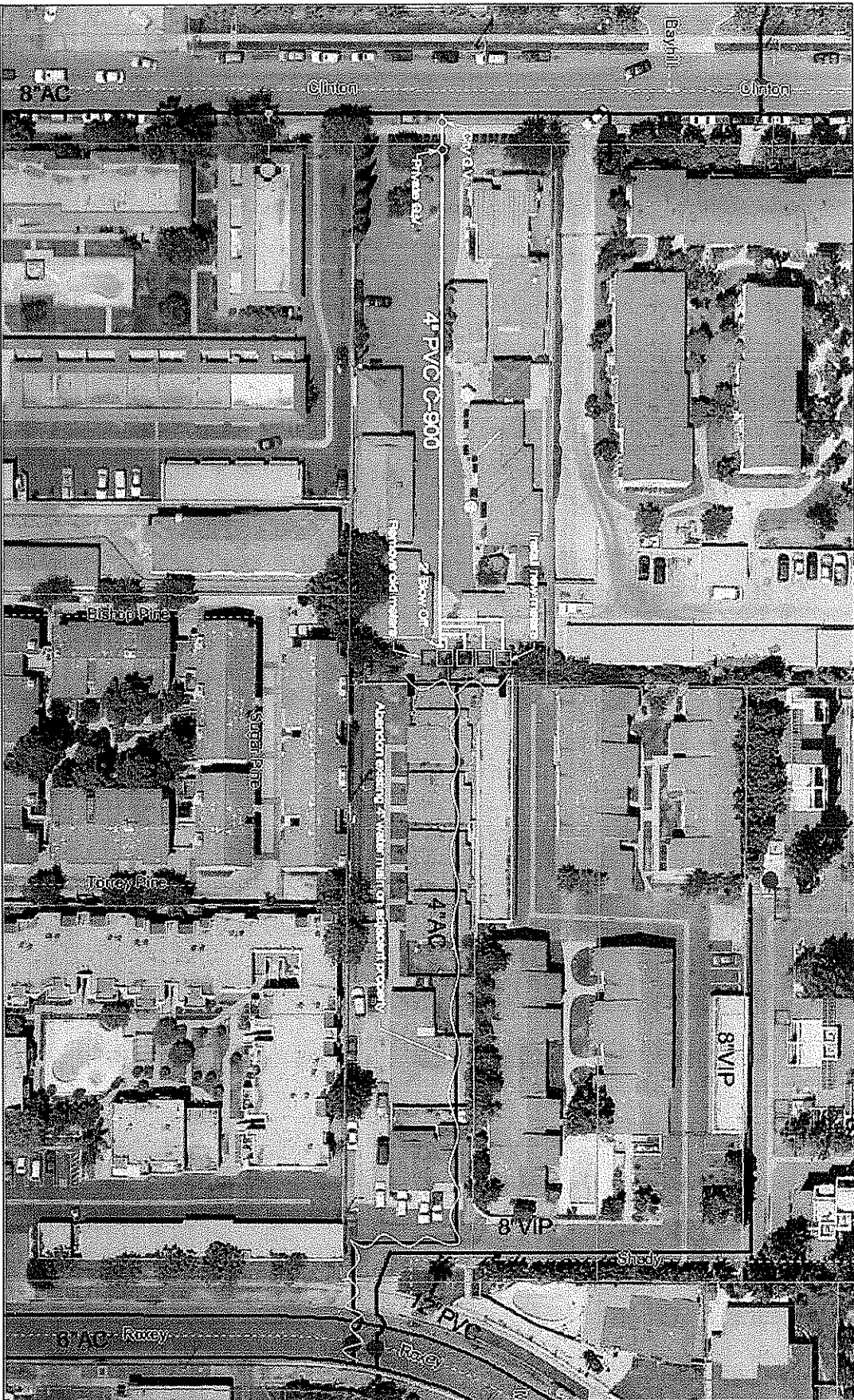


EXHIBIT "B"

FORM OF EASEMENT DEED

RECORDING REQUESTED BY  
City of Garden Grove

When recorded mail to:  
City of Garden Grove  
P. O. Box 3070  
Garden Grove, CA 92842  
Attn. Real Property Office

Space above line for Recorder's Use

Portion  
APN: 10114217

This Document is exempt from payment of recording fee pursuant to  
Section 6103 of the government Code

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## EASEMENT DEED

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FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**AMARANTE, LLC,**  
("Grantor")

does hereby **GRANT** to, **CITY OF GARDEN GROVE**, a public entity ("Grantee"), a permanent easement and right-of-way to establish, construct, reconstruct, install, enlarge, repair, refurbish, rehabilitate, inspect, operate, maintain and use for all time, one or more water gate valves and all appurtenances thereto, including ingress and egress for said purposes, over and through that certain real property ("Property") commonly known as 13902 Clinton Street, situated in the City of Garden Grove, County of Orange, State of California, Assessor Parcel No. 10114217 and more particularly depicted as follows:

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**

Together with the right to enter upon and to pass and repass over and along said easement and right of way to deposit tools, implements, and other materials thereon, by the Grantee and by any contractor, its agents and employees, engaged by said Grantee, whenever necessary for the purpose above set forth.

THIS GRANT reserves unto Grantor only such landscaping, walkway and roadway rights as will not interfere with or prohibit the free and complete use and enjoyment by Grantee, its successors and assigns, of the rights or easements hereby granted.

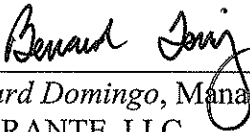
THIS GRANT is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this grant, has the right to permanently remove all things thereon that interfere with the purpose for which said easement is granted. Further, it is agreed by the Grantor that any structure placed upon, or tree, plant or shrub planted on, along, or adjacent to said easement which injures the water or sewer pipeline(s) or interferes with the use, operation or maintenance, repair, enlargement, reconstruction, refurbishment, inspection, rehabilitation or replacement thereof shall be removed by the Grantor at its expense.



Upon Grantee's completion of its capital improvements and related activities, Grantee's sole responsibility thereafter shall only be for the maintenance and repair of the meters installed. Grantor expressly acknowledges that Grantor shall be responsible and liable for the maintenance and repair of all other improvements, including the water lines and surface improvements, on Grantor's Property.

It is understood that each undersigned Grantor grants only that portion of the above described land in which said Grantor has an interest.

Dated: 10/8, 2010

  
\_\_\_\_\_  
Bernard Domingo, Manager  
AMARANTE, LLC  
Property Owner

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF ORANGE        )

On OCT 8 2010, before me, Sherrill A Mead, a Notary Public, personally appeared **BERNARD DOMINGO**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Sherrill A Mead

FOR NOTARY SEAL OR STAMP

APPROVED AS TO FORM OTHER THAN LEGAL DESCRIPTION

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

APPROVED AS TO EXECUTION AND DESCRIPTION

By: \_\_\_\_\_  
Right of Way Agent

Dated: \_\_\_\_\_

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from \_\_\_\_\_ to the City of Garden Grove, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Garden Grove City Council pursuant to authority conferred by Resolution of the Garden Grove City Council adopted July 17, 1978, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

