



RIGHT OF ENTRY AND AGREEMENT  
REGARDING CAPITAL IMPROVEMENTS  
WITH PATRICIA FOWLER  
October 26, 2010  
Page 2

RECOMMENDATION

It is recommended that the Garden Grove City Council:

- Approve the Right of Entry and Agreement Regarding Capital Improvements;
- Authorize the City Manager to execute the agreement on behalf of the City.

*David E. Entsminger FOR KEJ*

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

**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, **PATRICIA FOWLER**, 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 13911 Shady Lane, 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 seven new 1-inch copper water services in front of the Property.
2. Installing seven new 1-inch schedule 80 water services from the rear of the water meter onto the Property.
3. Removing the five existing water meters on the property and reconnecting the new five 1-inch schedule 80 water lines directly to five existing dwelling unit connections, including installation of a 1-inch ball valve at the dwelling unit connections. The remaining two new 1-inch schedule 80 water services are to be installed in the same trench as the other five new water services, opposite two dwelling units not previously connected to the water system, wherein the Grantor will be responsible for hiring a licensed professional to complete connections to the two previously unconnected dwelling units.

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.

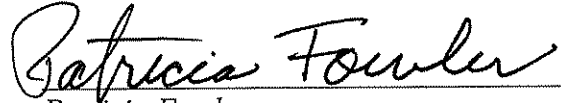
THIS GRANT is made by the Grantor under the full understanding and condition that the Grantee, by acceptance of this grant, has the right to permanently remove all things thereon that interfere with the purpose for which said right of entry is granted. Further, Grantor, in consideration of the capital improvements to be constructed, agrees to be responsible for the following:

1. Digging a 4 foot wide x 310 foot long x 18 inch deep trench for seven 1" schedule 80 water lines that the City will install on the Property.
2. Backfilling and compacting the 310 ft. trench.
3. Completing connections to two previously unconnected dwelling units from the above described trench to the dwelling units.

4. Maintaining all water lines on the Property.

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. 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 any surface improvements on Grantor's Property.

Dated: 10-11-10 2010

  
\_\_\_\_\_  
Patricia Fowler  
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

