AGENDA ITEM NO. 6-6.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Matthew J. Fertal

From:

Keith G. Jones

Dept:

City Manager

Dept:

Public Works

Subject:

RIGHT OF ENTRY AND AGREEMENT

Date:

October 26, 2010

REGARDING CAPITAL IMPROVEMENTS

WITH PATRICIA FOWLER (13911 SHADY LANE)

OBJECTIVE

To obtain Garden Grove City Council approval of a Right of Entry and Agreement Regarding Capital Improvements with Patricia Fowler over real property, Assessor Parcel Number 101-14-205, owned by Patricia Fowler.

BACKGROUND

The subject property, located at 13911 Shady Lane ("Property"), is presently served by five 1-inch water services spaced along the west side of the Property. The water services are fed from a public water main that extends through the property. This main is located down a narrow corridor behind five residential buildings. The main is an old water main with a one-way feed from a main under Shady Lane.

DISCUSSION

Water Services contacted the Property owner about installing new 1-inch services off of a main under Shady Lane and abandoning the old water main. The capital improvements entail the installation of seven new 1-inch water services within the Shady Lane right-of-way and the installation of customer lines off the back of the meters to the individual residential buildings that will be connected. The construction of particular capital improvements will be borne by the City, with the agreement that the Property owner will be responsible for a number of improvements. The agreement specifies that future maintenance of the capital improvements on and under the Property will be the owner's sole responsibility.

FINANCIAL IMPACT

There is no impact to the General Fund.

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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.

KEITH G. JONES

Public Works Director

David E. Entsminger By:

Water Services Manager

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

Recommended for Approval

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.

Maintaining all water lines on the Property. 4.

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 Grantor expressly acknowledges that Grantor shall be responsible and liable for the any

maintenance and repair of all other improvement	s described herein, including the water lines and
surface improvements on Grantor's Property.	Catricia Fowler
Dated: $10 - 11 - 102010$	Patricia Fowler
	Property Owner
	"CITY"
	City of Garden Grove
Date:	By:
	City Manager
ATTESTED:	
By:	
By: City Clerk	
Date:	
ADDDOVED AS TO FORM:	

Garden Grove City Attorney

EXHIBIT "A"

PROPERTY AND CAPITAL IMPROVEMENT DESCRIPTION

