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JUL 26 2007



Chandler • Arizona
Where Values Make The Difference

MEMORANDUM

Real Estate Council Memo No. RE08-011

DATE: JULY 26, 2007

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
DANIEL W. COOK, ACTING PUBLIC WORKS DIRECTOR
MIKE NORMAND, ACTING ASSISTANT PUBLIC WORKS DIRECTOR-
TRANSPORTATION & OPERATIONS

FROM: ERICH KUNTZE, REAL ESTATE OPERATIONS COORDINATOR

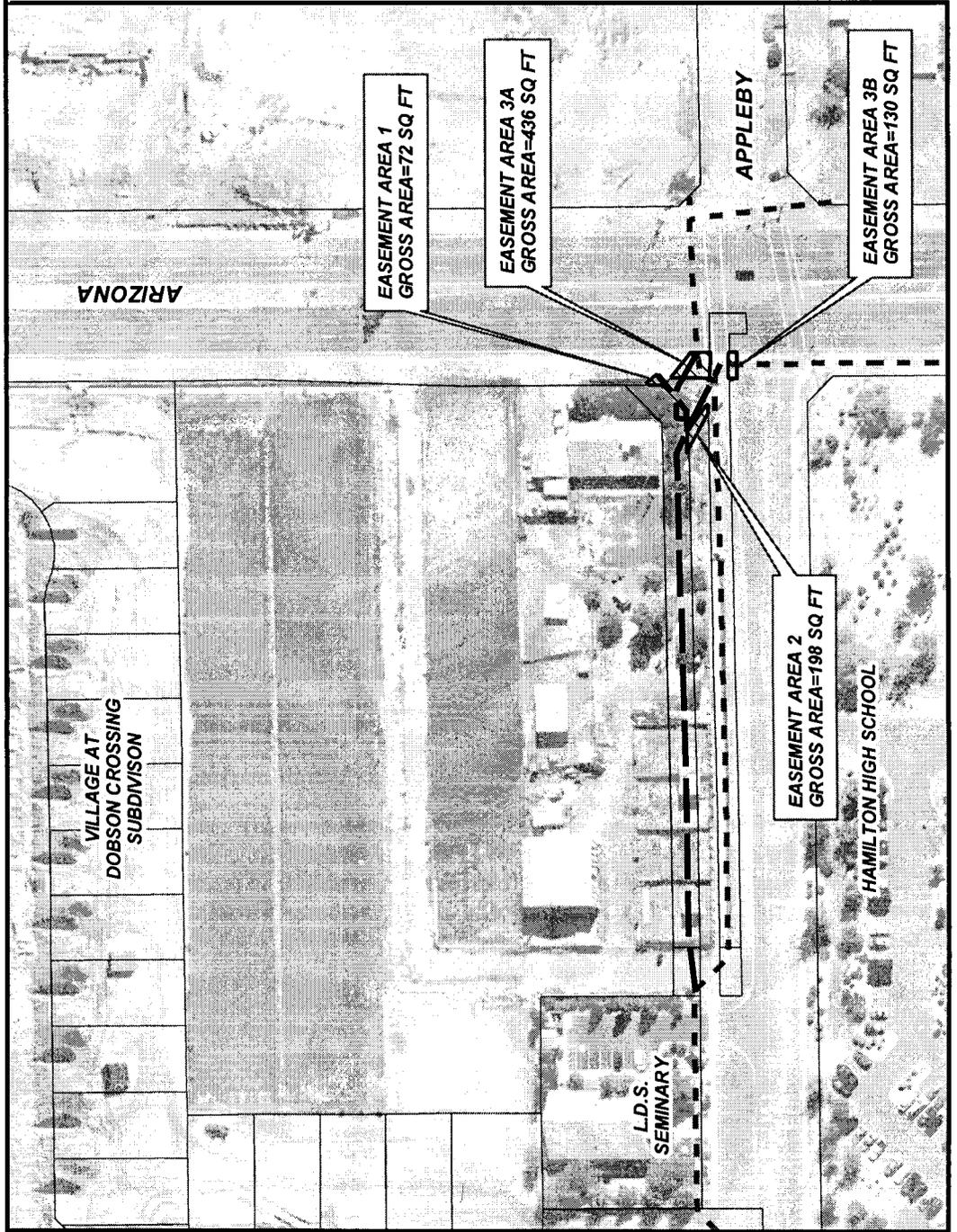
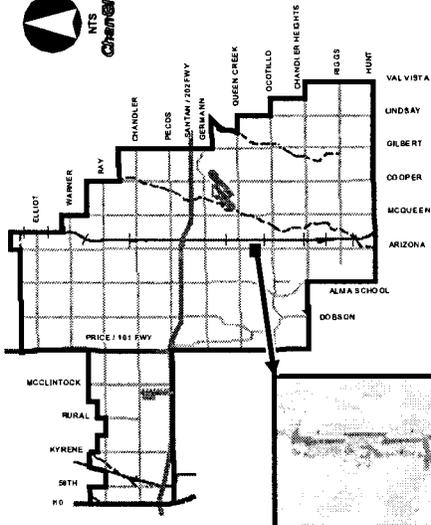
SUBJECT: ORDINANCE NO. 3924 GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP) AT NO COST TO ACCOMMODATE UNDERGROUND CONSTRUCTION OF RELOCATED IRRIGATION FACILITIES DUE TO VICINITY DEVELOPMENT OF AVALON AT DOBSON CROSSING, LOCATED AT ARIZONA AVENUE AND APPLEBY ROAD.

RECOMMENDATION: Staff recommends approval of Ordinance No. 3924 granting an Irrigation Easement to Salt River Project ("SRP") at no cost to accommodate underground construction of relocated irrigation facilities due to vicinity development of Avalon at Dobson Crossing, located at Arizona Avenue and Appleby Road.

BACKGROUND/DISCUSSION: Shea Homes, Inc. is in the process of developing Avalon at Dobson Crossing-Phase II on the northwest corner of Appleby Road and Arizona Avenue. The improvements required of Shea Homes by the approved final plat, the City-approved deferral agreement, and stipulations of the planning approval, initiated multi-phased actions by the City, the developer, SRP, and landowner. These actions involve securing future City right-of-way to be dedicated by the developer, ensuring the required widening of Appleby Road at the corner of Appleby Road and Arizona Avenue.

The relocation and undergrounding of existing irrigation facilities on the west side of Arizona Avenue at Appleby Road are also required. The City must also grant SRP a new irrigation easement in City right-of-way so the relocated pipe can tie into the existing irrigation facilities. Future City right-of-way will be acquired from the developer upon completion of the relocated facilities. The developer must also complete an exchange of USA fee land.

DOBSON CROSSING PHASE II GRANTING IRRIGATION EASEMENTS TO SALT RIVER PROJECT

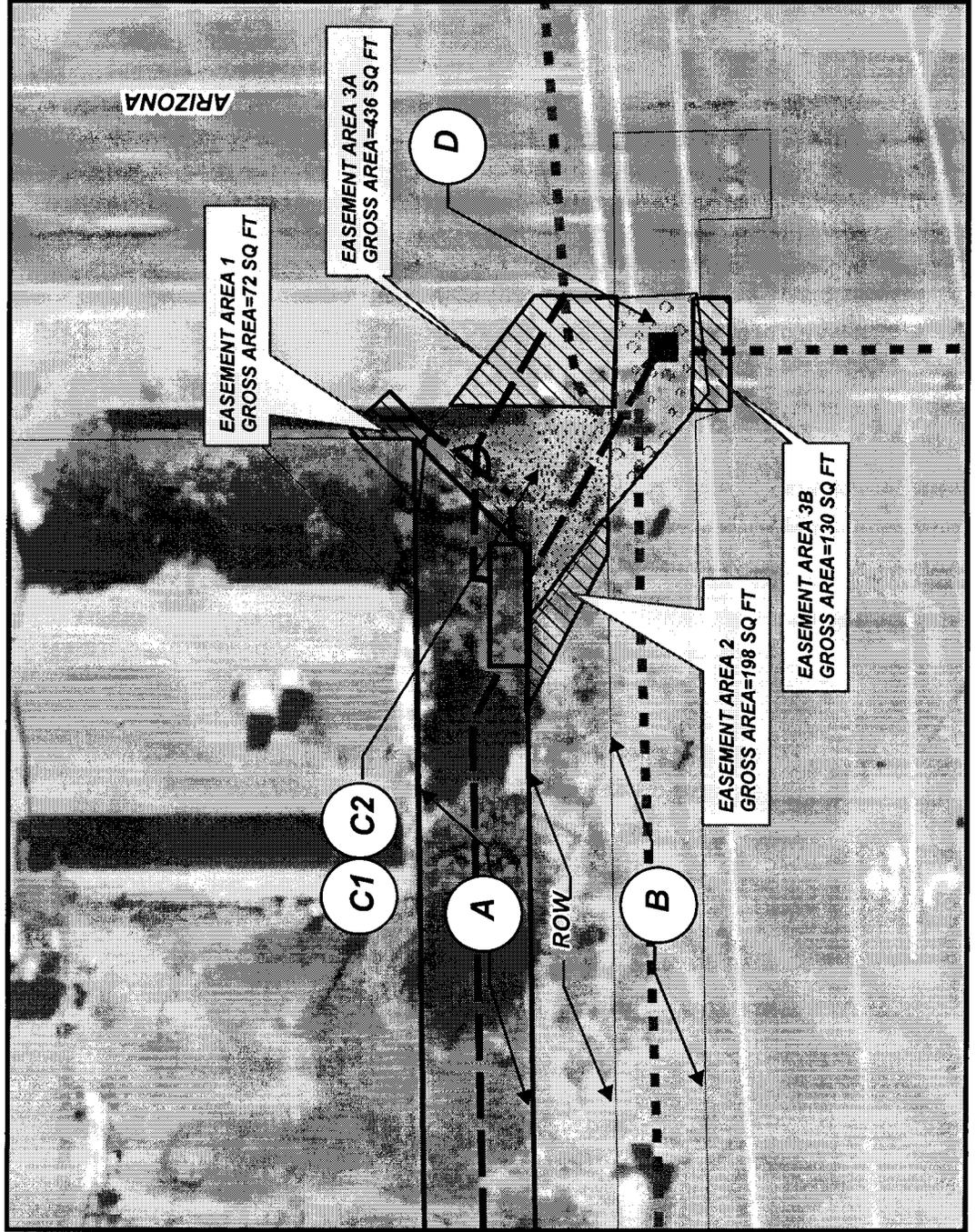
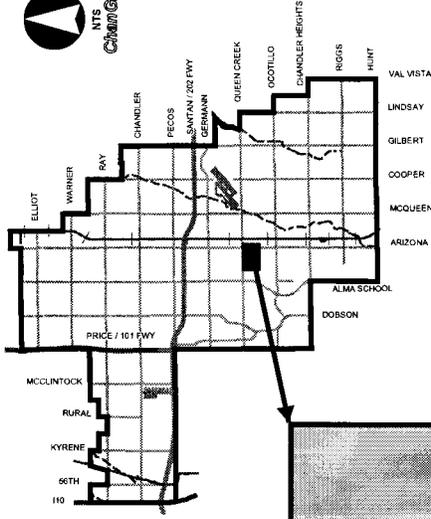


MEMO NO. RE08-011

ORDINANCE NO.3 924

- COC EASEMENTS TO SALT RIVER PROJECT
- EXISTING SRP IRRIGATION PIPE
- PROPOSED SRP IRRIGATION PIPE

DOBSON CROSSING PHASE II GRANTING IRRIGATION EASEMENTS TO SALT RIVER PROJECT



MEMO NO. RE08-011

ORDINANCE NO. 3924

- PROPOSED SRP IRRIGATION PIPE
- ▨ EXISTING SRP IRRIGATION PIPE
- ▨ COC EASEMENTS TO SALT RIVER PROJECT
- NEW IRRIGATION STRUCTURE
- (A) NEW USA FEE
- (B) EXISTING USA FEE TO BE DEEDED TO COC
- (C1) PRIOR EASEMENT TO SRP THAT SHEA IS ACQUIRING FROM SRP
- (C2) TO BE DEEDED TO CITY AS FUTURE ROW FROM SHEA HOMES
- (D) FUTURE SRP LICENSE TO COC

ORDINANCE NO. 3924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING AN IRRIGATION EASEMENT TO SALT RIVER PROJECT AT NO COST TO ACCOMMODATE UNDERGROUND CONSTRUCTION OF RELOCATED IRRIGATION FACILITIES DUE TO VICINITY DEVELOPMENT OF AVALON AT DOBSON CROSSING, LOCATED AT ARIZONA AVENUE AND APPELBY ROAD.

WHEREAS, Salt River Project requested an Irrigation Easement from the City in order to relocate and underground a portion of existing irrigation facilities on Arizona Avenue and Appleby Road; and

WHEREAS, because the relocation and construction of underground facilities is necessary to accommodate a development project where prior rights exist, there are no costs charged to Salt River Project for the Irrigation Easement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona is authorized to approve the granting of an Irrigation Easement to Salt River Project through, over, under and across that certain property described in Exhibits "A, A-1, A-2" (Legal Descriptions) and Exhibits "B, B-1, B-2" (Drawings), attached hereto and made a part hereof by reference.

Section 2. That the granting of this irrigation easement shall be in the form as approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement document on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this ____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this _____ day of _____, 2007.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 3924 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2007, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *GAB*

November 12, 2004

EXHIBIT "A"

LEGAL DESCRIPTION FOR
AVALON AT DOBSON CROSSING
CITY OF CHANDLER EASEMENT TO SALT RIVER PROJECT

PARCEL NO. 1:

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North $00^{\circ}49'35''$ East, a distance of 2,644.49 feet;

Thence North $89^{\circ}43'01''$ West, along the South line of the Northeast Quarter of said Section 16, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence North $00^{\circ}49'35''$ East, along said parallel line, a distance of 6.33 feet to the True Point of Beginning;

Thence continuing North $00^{\circ}49'35''$ East, along said parallel line, a distance of 6.52 feet;

Thence South $89^{\circ}34'33''$ East, departing said parallel line, a distance of 20.00 feet to a point on a line which is parallel with and 45.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence South $00^{\circ}49'35''$ West, along said parallel line, a distance of 6.47 feet;

Thence North $89^{\circ}42'57''$ West, departing said parallel line, a distance of 20.00 feet to the True Point of Beginning.

Containing 130 square feet, more or less.

PARCEL NO. 2:

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North $00^{\circ}49'35''$ East, a distance of 2,644.49 feet;



Legal Description for
Avalon at Dobson Crossing
City of Chandler Easement to Salt River Project
November 12, 2004

Thence North 89°43'01" West, along the South line of the Northeast Quarter of said Section 16, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence North 00°49'35" East, along said parallel line, a distance of 28.85 feet to the True Point of Beginning;

Thence continuing North 00°49'35" East, along said parallel line, a distance of 29.37 feet;

Thence South 52°59'00" East, departing said parallel line, a distance of 24.78 feet to a point on a line which is parallel with and 45.00 feet Westerly, as measured at right angles, from the East line of the Northeast Quarter of said Section 16;

Thence South 00°49'35" West, along said parallel line, a distance of 14.60 feet;

Thence North 89°34'33" West, departing said parallel line, a distance of 20.00 feet to the True Point of Beginning.

Containing 0.010 Acres, more or less.



January 18, 2007

EXHIBIT "A-1"

LEGAL DESCRIPTION FOR
AVALON AT DOBSON CROSSING
CITY OF CHANDLER EASEMENT

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North $00^{\circ}49'35''$ East, a distance of 2,644.49 feet as shown on a Final Plat for Dobson Crossing, recorded in Book 747 of Maps, Page 37, Maricopa County Records;

Thence North $89^{\circ}43'01''$ West, along the southerly boundary line of said Dobson Crossing, a distance of 15.92 feet;

Thence North $00^{\circ}56'45''$ East, departing said southerly boundary line, a distance of 28.73 feet;

Thence North $89^{\circ}34'33''$ West, a distance of 71.19 feet to a point on the Future right of way line as shown on said Dobson Crossing, and the True Point of Beginning;

Thence North $89^{\circ}34'33''$ West, along said Future right of way line, a distance of 5.67 feet;

Thence North $62^{\circ}15'15''$ West, departing said Future right of way line, a distance of 34.87 feet;

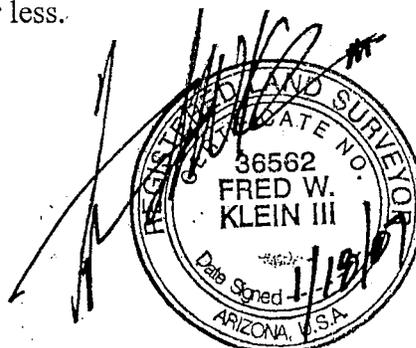
Thence South $89^{\circ}43'01''$ East, a distance of 17.05 feet to a point said Future right of way line;

Thence along said Future right of way line the following courses:

Thence South $52^{\circ}59'00''$ East, a distance of 25.48 feet;

Thence South $45^{\circ}19'54''$ West, a distance of 1.21 feet to the True Point of Beginning.

Containing 198 square feet, more or less.



January 19, 2007

EXHIBIT " A-2 "

LEGAL DESCRIPTION FOR
AVALON AT DOBSON CROSSING
CHANDLER TO S.R.P. EASEMENT

That part of the Northeast Quarter of Section 16, Township 2 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap marking the East Quarter Corner of said Section 16, from which the Brass Cap in handhole marking the Northeast Corner of said Section 16 bears North 00°49'35" East, a distance of 2,644.49 feet as shown on a Final Plat for Dobson Crossing, recorded in Book 747 of Maps, Page 37, Maricopa County Records;

Thence North 00°49'35" East, along the East line of the Northeast Quarter of said Section 16, a distance of 67.62 feet;

Thence North 89°10'25" West, departing said East line, a distance of 63.10 feet to the True Point of Beginning;

Thence South 46°14'05" West, a distance of 9.33 feet to a point on the Future right of way line as shown on said Dobson Crossing;

Thence North 52°59'00" West, along said Future right of way line, a distance of 3.22 feet to a point on the Westerly right of way line of Arizona Avenue as shown on said Dobson Crossing;

Thence along said Westerly right of way line the following courses:

Thence North 45°33'17" East, a distance of 1.91 feet;

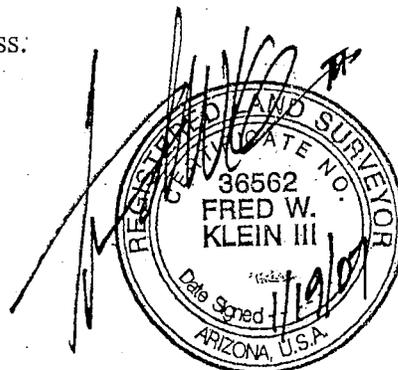
Thence North 00°49'35" East, a distance of 9.54 feet;

Thence North 46°14'05" East, departing said Westerly right of way line, a distance of 2.24 feet;

Thence South 43°45'55" East, a distance of 10.00 feet;

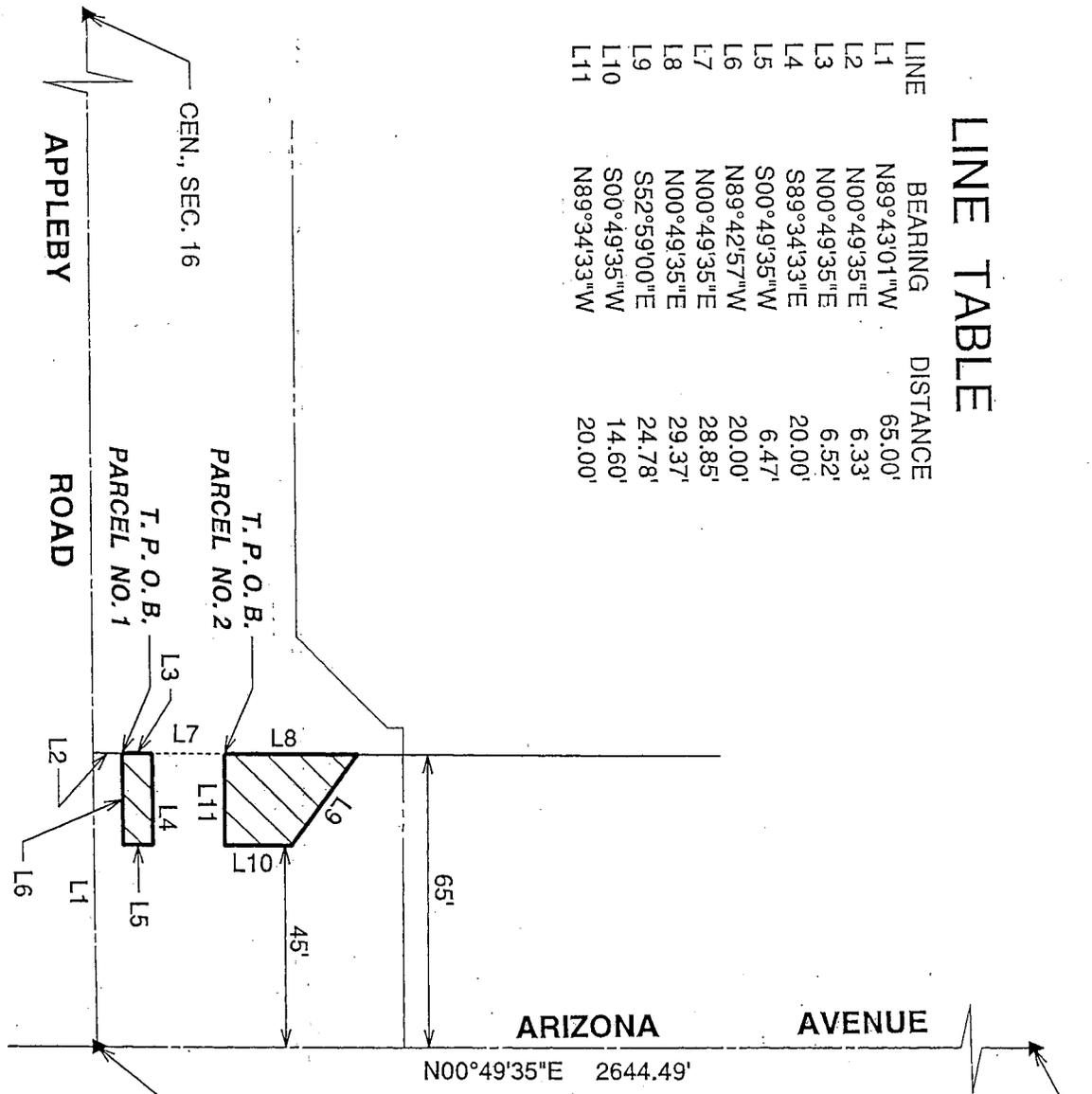
Thence South 46°14'05" West, a distance of 1.00 feet to the True Point of Beginning.

Containing 72 square feet, more or less:



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°43'01"W	65.00'
L2	N00°49'35"E	6.33'
L3	N00°49'35"E	6.52'
L4	S89°34'33"E	20.00'
L5	S00°49'35"W	6.47'
L6	N89°42'57"W	20.00'
L7	N00°49'35"E	28.85'
L8	N00°49'35"E	29.37'
L9	S52°59'00"E	24.78'
L10	S00°49'35"W	14.60'
L11	N89°34'33"W	20.00'

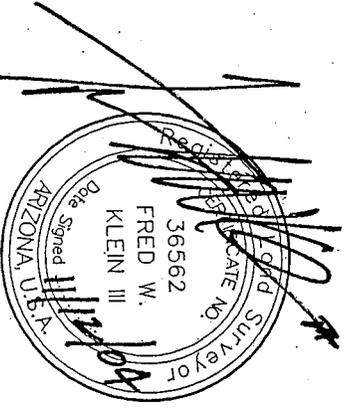


NE. COR.,
SEC. 16,
T.2S., R.5E.



SCALE: 1" = 40'

P.O.C.
E. 1/4 COR.,
SEC. 16,
T.2S., R.5E.



JOB NO
030112
SHEET
1 OF 1

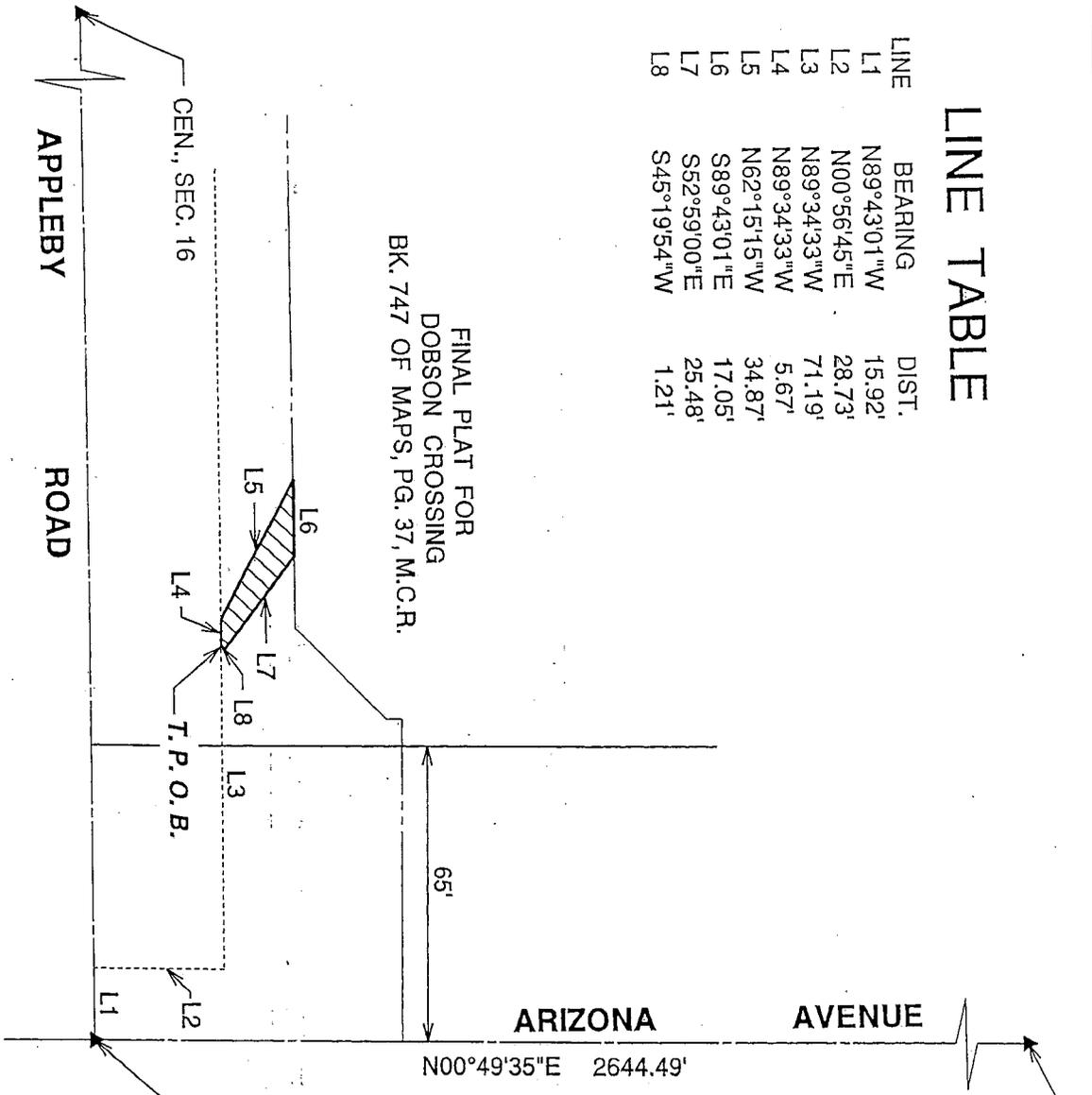
AVALON AT DOBSON CROSSING
CITY OF CHANDLER ESM'T TO S.R.P.

COE & VAN LOO
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

EXHIBIT "B"
N:\1990013\LAND\IEHSR\PCOC.DGN
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

LINE TABLE

LINE	BEARING	DIST.
L1	N89°43'01"W	15.92'
L2	N00°56'45"E	28.73'
L3	N89°34'33"W	71.19'
L4	N89°34'33"W	5.67'
L5	N62°15'15"W	34.87'
L6	S89°43'01"E	17.05'
L7	S52°59'00"E	25.48'
L8	S45°19'54"W	1.21'



FINAL PLAT FOR
DOBSON CROSSING
BK. 747 OF MAPS, PG. 37, M.C.R.

ARIZONA AVENUE

N00°49'35"E 2644.49'

NE. COR.,
SEC. 16,
T.2S., R.5E.

SCALE: 1" = 40'



P.O.C.
E. 1/4 COR.,
SEC. 16,
T.2S., R.5E.

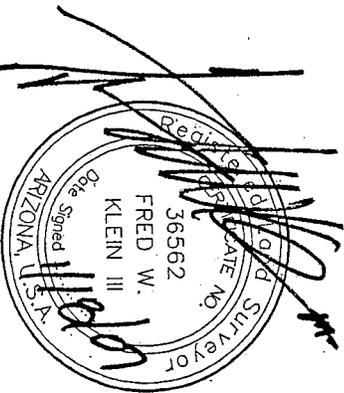


EXHIBIT "B-1"

AVALON AT DOBSON CROSSING
CITY OF CHANDLER EASEMENT

JOB NO

030112

SHEET

1 OF 1

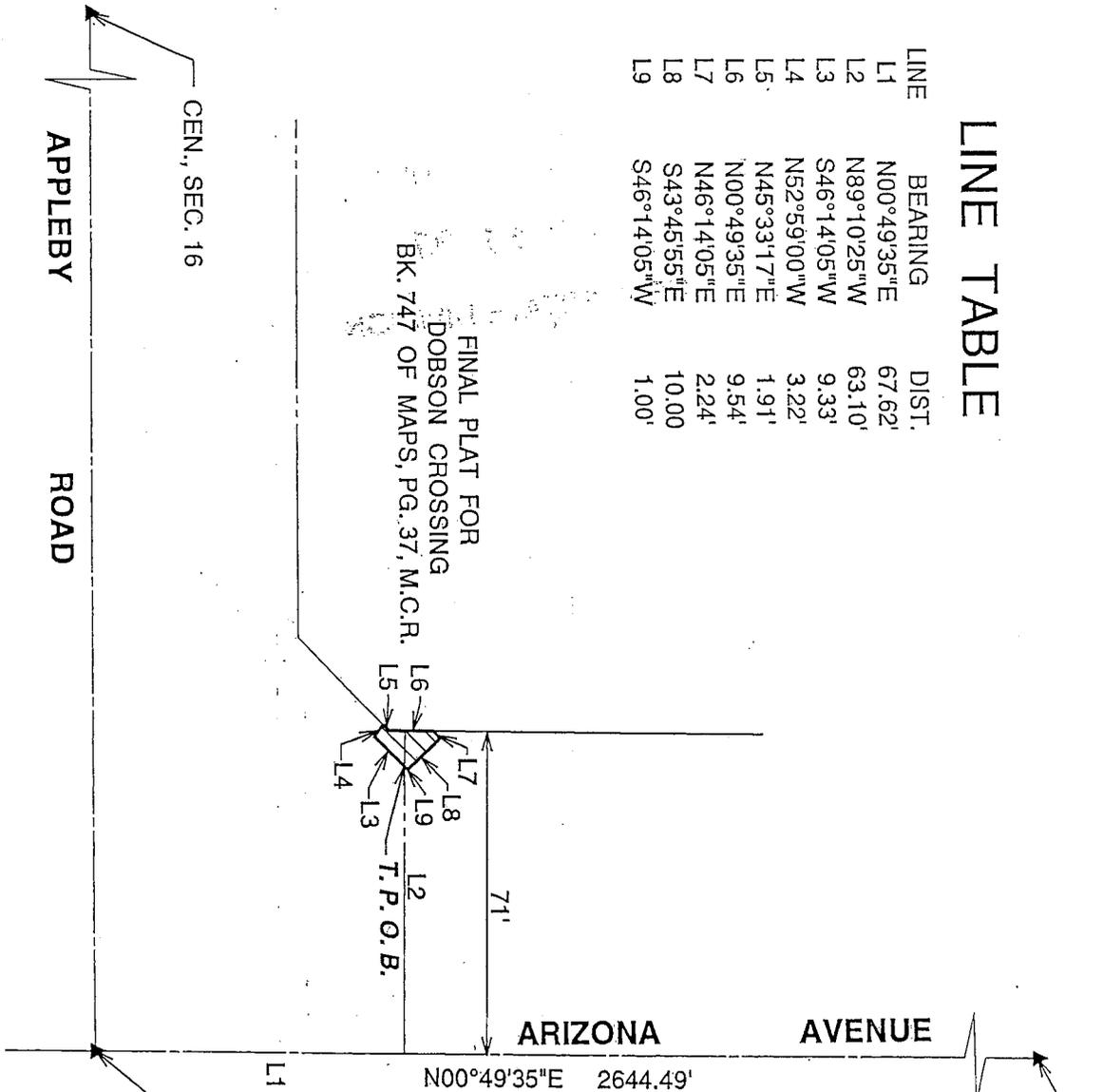
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4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

COE & VAN LOO
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

LINE TABLE

LINE	BEARING	DIST.
L1	N00°49'35"E	67.62'
L2	N89°10'25"W	63.10'
L3	S46°14'05"W	9.33'
L4	N52°59'00"W	3.22'
L5	N45°33'17"E	1.91'
L6	N00°49'35"E	9.54'
L7	N46°14'05"E	2.24'
L8	S43°45'55"E	10.00'
L9	S46°14'05"W	1.00'



SCALE: 1" = 40'

P. O. C.
E. 1/4 COR.,
SEC. 16,
T.2S., R.5E.

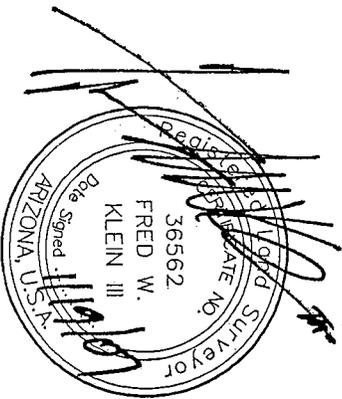


EXHIBIT "B-2" N:\990013\LAND\EHSRP6.DGN 4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	AVALON AT DOBSON CROSSING CHANDLER TO S.R.P. EASEMENT COE & VAN LOO PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	JOB NO
		030112
		SHEET
		1 OF 1

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB350
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

R/W #241 Agt. PJH
Job RD-42539

W RTH C PAR

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF CHANDLER, ("Grantor"),
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

Said easement being more particularly described on EXHIBIT A , A-1, A-2
attached hereto and by reference made a part hereof.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that do not comply with the specifications in Exhibit B, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. Intentionally deleted.

7. Nothing herein or within the attached Exhibit B shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

IN WITNESS WHEREOF, **THE CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, 20__.

THE CITY OF CHANDLER,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney for the *COB*
City of Chandler

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, as _____, of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

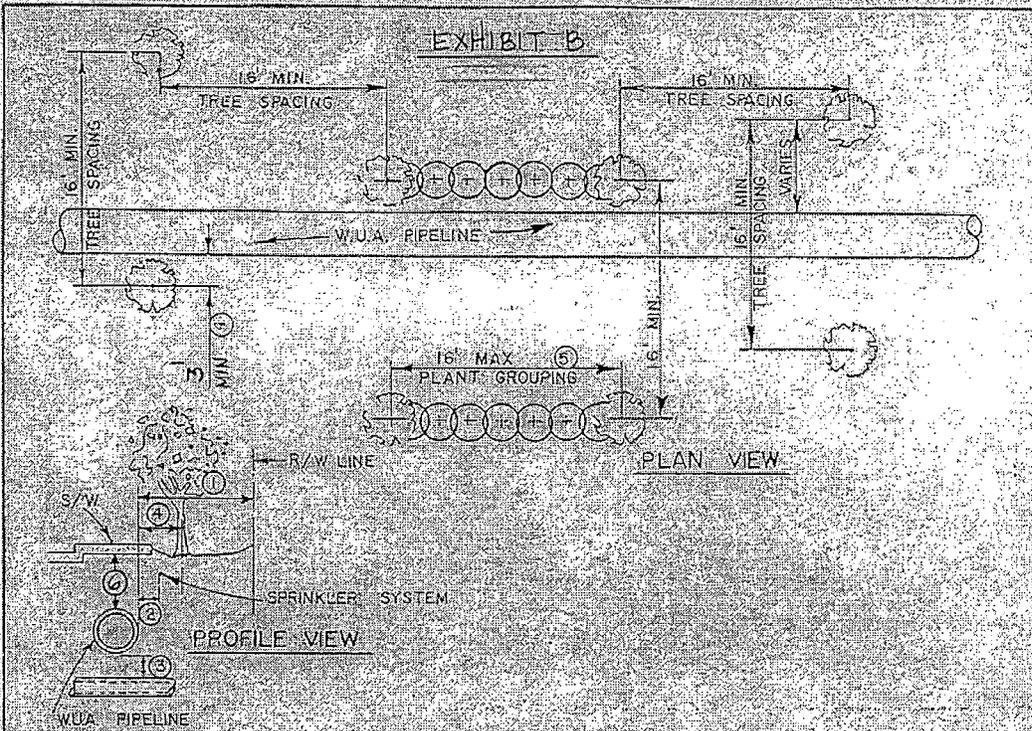
Notary Public

My Commission Expires:

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

EXHIBIT B



UNDERGROUND IRRIGATION PIPELINE

- ① MINIMUM 2' CLEARANCE TO POLES, FENCE OR BUILDING IN PUBLIC R/W. AREA MAY BE USED FOR DRIVEWAY, PARKING, SIDEWALK, LAWN OR ALLEY.
- ② MINIMUM 2' CLEARANCE TO UNDERGROUND UTILITY LINES EXCEPT SPRINKLER SYSTEM. CITY RESPONSIBLE FOR REPAIRING SPRINKLER SYSTEM INSTALLED CLOSER THAN 2'. UTILITY EXCAVATION SHALL BE MINIMUM 2' FROM OUTSIDE EDGE OF C.I.P.P.
- ③ UNDER OR OVER CROSSING MINIMUM 1'.
- ④ MINIMUM 3' TO TREES IN PUBLIC R/W. SEE PLAN VIEW FOR OTHER REQUIREMENTS.
- ⑤ PLANT GROUPINGS SHALL NOT EXCEED 16'. GROUPINGS ON SAME SIDE OF PIPE SHALL BE MINIMUM 16' APART.
- ⑥ MAINTAIN 2' of COVER.

ADDED NOTE 6

05-18-00	JWS	AWT	ISSUE/REV	2
REVISED	BY	CHKD	ISSUE/REV	REV
SALT RIVER VALLEY WATER USERS ASS'N PHOENIX, ARIZONA				
S.R.P. R/W GUIDELINES FOR MUNICIPAL PRIOR RIGHTS AGREEMENT				
DESIGNED A.R.	CHECKED G.W.			
DRAWN A.K.	RECOMMENDED G.W.			
TRACED 6-28-79	APPROVED JWS			
SCALE NONE	6-28-79	C-8-131	Y4	

ORIGINAL

B/W

EXHIBIT B

IF GRANTOR (CITY) INSTALLS TREES, SHRUBBERY OR OTHER PLANTS IN A MANNER INCONSISTENT WITH EXHIBIT B, GRANTEE MAY REQUIRE GRANTOR TO REMOVE THEM AT GRANTOR'S SOLE EXPENSE. FURTHER, GRANTOR SHALL REIMBURSE GRANTEE FOR ALL COSTS INCURRED TO REMEDY ANY DAMAGE TO OR INTERFERENCE WITH ANY IRRIGATION FACILITIES, CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR, UNLESS GRANTEE REASONABLY DETERMINES THAT TIME DOES NOT PERMIT, GRANTEE SHALL PROVIDE GRANTOR WITH REASONABLE NOTICE AND A DAMAGE ESTIMATE IN ADVANCE OF INCURRING COSTS TO REMEDY ROOT PROBLEMS. WHENEVER GRANTEE HAS INCURRED SUCH COSTS WITHOUT ADVANCE NOTICE TO GRANTOR, GRANTEE SHALL PROVIDE GRANTOR WITH VISUAL EVIDENCE OF THE DAMAGE ALONG WITH GRANTEE'S REQUEST FOR REIMBURSEMENT WITHIN TEN (10) DAYS OF THE COMPLETION OF THE DAMAGE OF REPAIRS. UNLESS CAUSED BY GRANTEE NEGLIGENCE, GRANTOR SHALL INDEMNIFY AND SAVE HARMLESS GRANTEE AGAINST AND FROM ANY LIABILITY FOR CLAIMS FOR DAMAGE OR INJURY ARISING OUT OF INTERFERENCE WITH OR DAMAGE TO ANY IRRIGATION FACILITIES CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR.