

AUG 13 2009

ORDINANCE NO. 4168

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE GRANTING OF A 39.97 SQUARE FOOT NO COST IRRIGATION EASEMENT TO SALT RIVER PROJECT (SRP) LOCATED NEAR THE SOUTHWEST CORNER OF DOBSON ROAD AND FRYE ROAD.

WHEREAS, as part of the Frye Road, north of Alma School Road Improvement Project, the City of Chandler and Salt River Project entered into an Agreement for Modification of Irrigation Facilities, dated July 17, 1987; and

WHEREAS, Salt River Project relocated and piped the necessary underground facilities; and

WHEREAS, an irrigation easement consisting of 39.97 square feet is required to operate and maintain Salt River Project facilities located at the southwest corner of Dobson Road and Frye Road; and

WHEREAS, the City of Chandler is willing to grant this irrigation easement to Salt River Project.

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

Section 1. That the City of Chandler entered into an Agreement for Modification of Irrigation Facilities with Salt River Project as the result of the Frye Road, north of Alma School Road Improvement Project as described in Exhibit "A", attached hereto and made a part hereof by this reference.

Section 2. 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 attached Easement Exhibit "B", attached hereto and made a part hereof by this reference.

Section 3. That the granting of said irrigation easement shall be in a form approved by the City Attorney.

Section 4. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the easement document and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this _____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this _____ day of _____, 2009.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4168 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2009, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *LAB*

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AGREEMENT

FOR

MODIFICATION OF IRRIGATION FACILITIES

This Agreement, made and entered into as of the 17th day of July,
1987, by and between the CITY OF CHANDLER, an Arizona municipality,
hereinafter called "City," and the SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of
Arizona, hereinafter called "District."

RECITALS: City Of Chandler, in conjunction with Project #ID53, proposes
to improve and widen a portion of Frye Road North of Alma School Road in
Chandler, Arizona; and in connection therewith, desires the adjustment,
relocation and/or reconstruction of existing irrigation facilities of the
District, which facilities were located prior to the dedication of the
street or acquisition of the road by the public.

District is willing to so modify its irrigation facilities provided City
will recognize that said modified facilities retain the same rights as the
earlier irrigation facilities.

AGREEMENT: In consideration of the premises and the mutual covenants,
terms and conditions herein contained, City and District hereby mutually
agree and consent to the adjustment, relocation and/or reconstruction of the
irrigation facilities.

City shall, within its lawful limits, take such action as may be
necessary to protect the property interests in the land onto which the
irrigation facilities will be relocated as may be necessary to establish and
protect the District's priority of interest in said relocated facilities.

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The modified facilities are described as follows:

Underground irrigation pipelines with related structures to be within Sections 31, 32, and 33 T-1S, R-5E, G&SRB&M. The approximate locations of said facilities are shown on Exhibit B attached hereto and made a part hereof.

The City and District agree that the rights in the new location shall include the rights of reasonable access to the underground facilities for normal maintenance and repairs.

The City agrees to follow the right-of-way guidelines as shown in Exhibit A attached hereto and incorporated herein by reference, and the District agrees to cooperate with the City by allowing variances to the guidelines in individual situations and subject to prior written agreement. It is the intent of the parties that this mutual cooperation shall not unreasonably interfere with the rights of the City to landscape its public streets.

City agrees that any future relocation or reconstruction of said relocated District facilities at the request of the City shall be made at City's expense.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

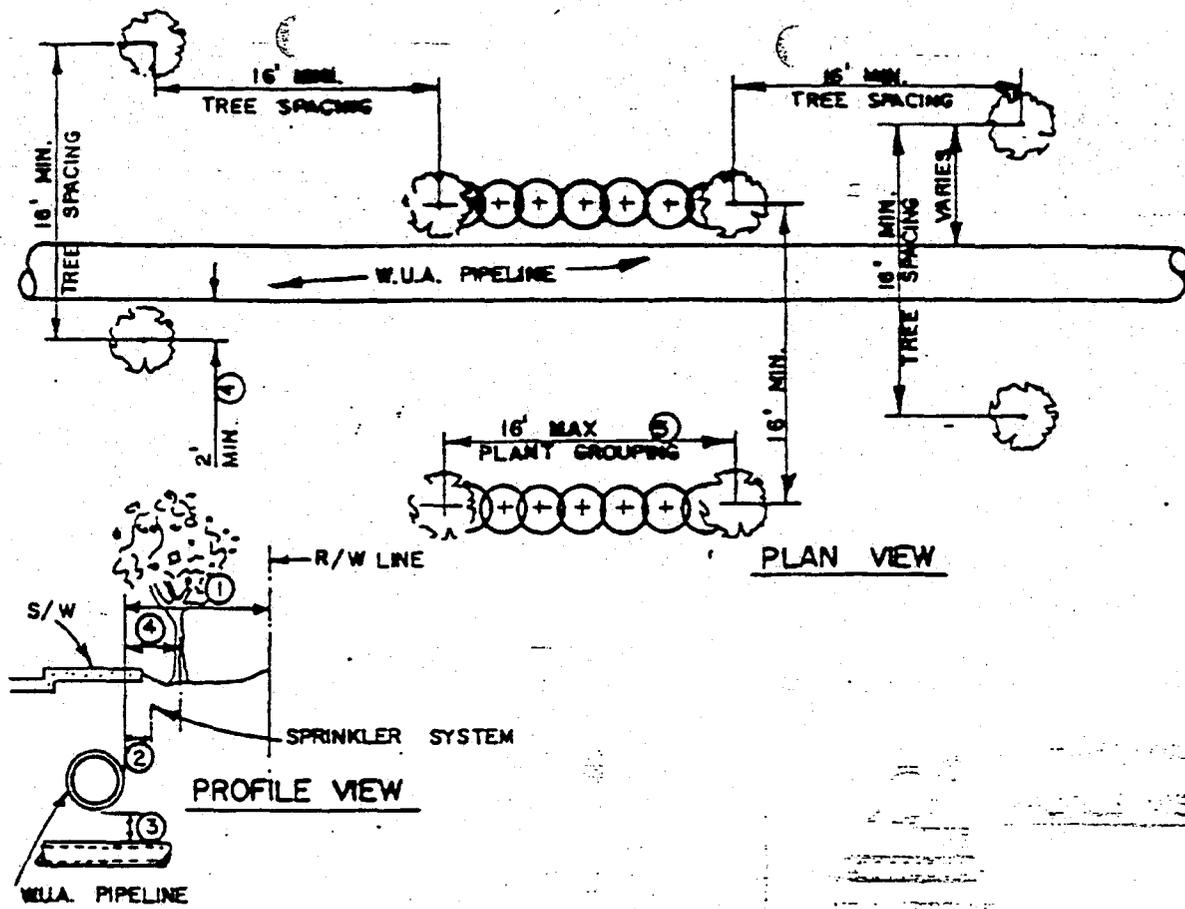
ATTEST:

CITY OF CHANDLER

By: Carolyn Deen
DEPUTY CITY CLERK

By: [Signature]
Its: MAYOR

* * *



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.

10-27-B2JR/A.K.		GA	1
REVISED	BY	CHECKED	D. C. B. NO. 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 <i>GAN</i>		
DRAWN A. K.	RECOMMENDED <i>GA</i>		
TRACED 8-28-79	APPROVED <i>TNS</i>		
SCALE NONE			
	6-28-79	C-8-131	

EXHIBIT "A"

P/M

PROPOSED SRP EASEMENT PARCEL

A portion of the Southeast Quarter of Section 31, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona being more particularly described as follows;

Beginning at the East quarter corner of said Section 31, a found City of Chandler brass cap in hand hole and from which the Southeast corner of said Section 31, a found City of Chandler brass cap in hand hole, bears South 00 degrees 00 minutes 15 seconds East 2658.18 feet (basis of bearings);

thence South 00 degrees 00 minutes 15 seconds East, coincident with the east line of the Southeast quarter of said Section 31, a distance of 65.00 feet to the south line of the north 65 feet of said Southeast Quarter of Section 31;

thence departing the east line of said Southeast quarter and coincident with the south line of the north 65 feet of said Southeast Quarter, North 89 degrees 51 minutes 46 seconds West, a distance of 58.00 feet to the **Point of Beginning** of the Parcel herein described;

thence departing said south line of the north 65 feet, South 00 degrees 00 minutes 15 seconds East, a distance of 6.00 feet;

thence North 89 degrees 51 minutes 46 seconds West, a distance of 9.52 feet to the east line of Tract A as recorded in the Final Plat of Dobson Center recorded in Book 1028, Page 40 Maricopa County Records (MCR);

thence coincident with the east line of said Tract A, North 46 degrees 06 minutes 39 seconds West, a distance of 8.68 feet to a northeasterly corner of said Tract A and the south line of the north 65 feet of said Southeast Quarter;

thence departing said Tract A and coincident with the south line of the north 65 feet of said Southeast Quarter, South 89 degrees 51 minutes 46 seconds East, a distance of 15.77 feet to the **Point of Beginning**.



REGISTRATION
EXPIRES: 03-31-10

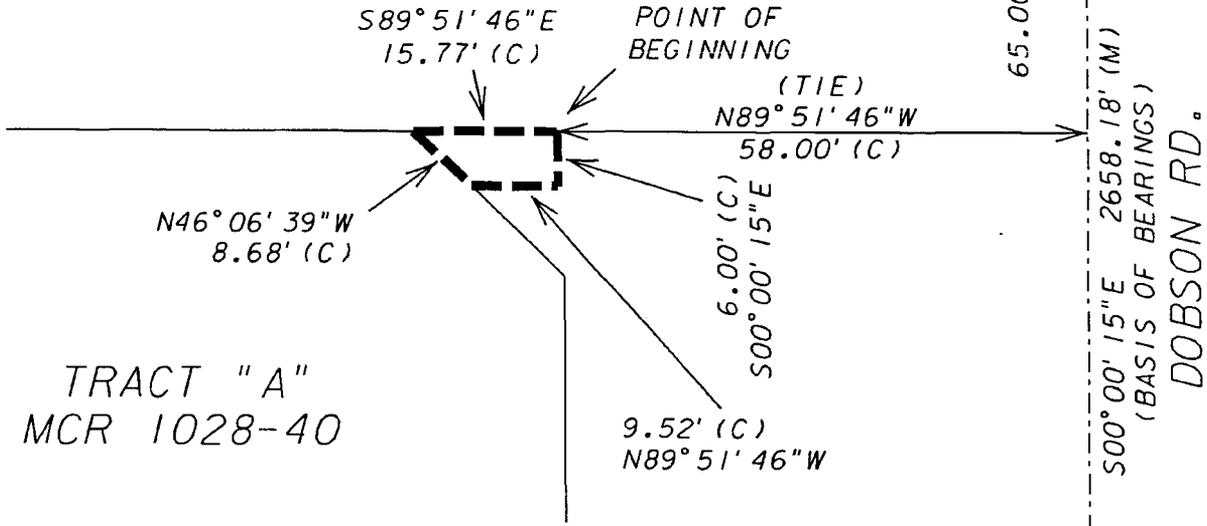
END OF DESCRIPTION

C1/4COR
SEC 31
FD.C.O.C.
BC FLUSH

FRYE RD.

E1/4COR
SEC 31
FD.C.O.C.
BCHH

S89° 51' 46" E 2709.87' (M)

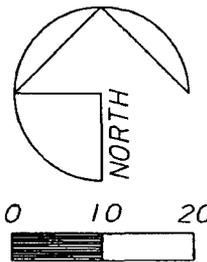


TRACT "A"
MCR 1028-40

LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPOSED SRP EASEMENT PARCEL
- C.O.C. CITY OF CHANDLER
- BCHH BRASS CAP IN HAND HOLE
- BC BRASS CAP



REGISTRATION
EXPIRES: 03-31-10

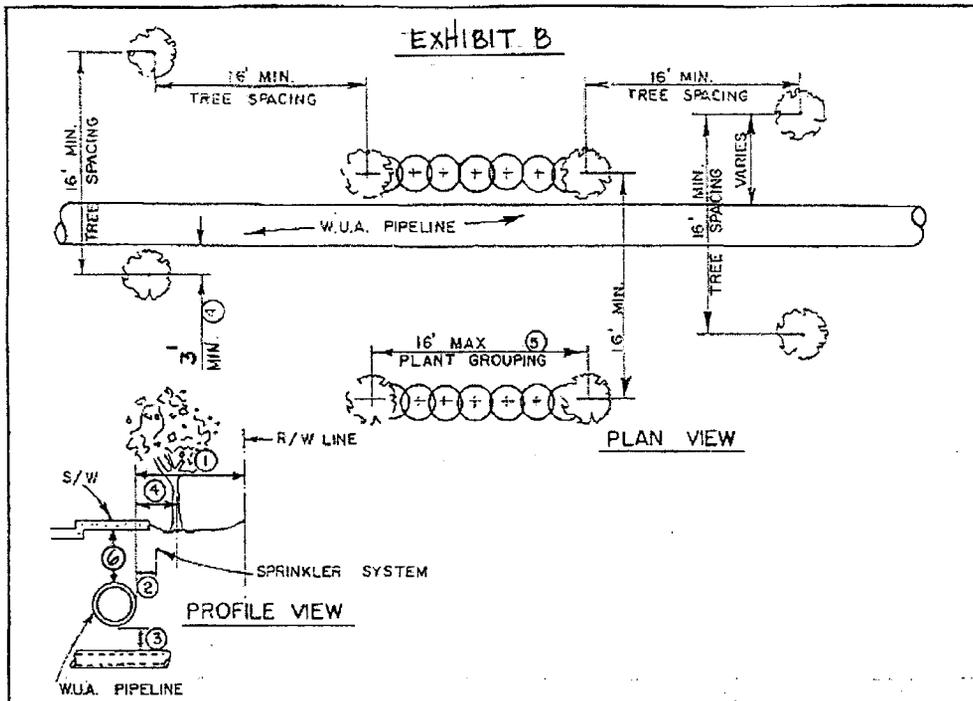
SRP JOB #
RAD-02040-300(20)

SALT RIVER PROJECT A.I.
& POWER DISTRICT

DOBSON CENTER
SE 1/4, SEC 31, T 1 S, R 5 E

IRRIGATION RIGHT-OF-WAY
MARICOPA COUNTY

DESIGNED	<u>P.HICKS</u>	AGENT	<u>P.HICKS</u>
DRAWN	<u>G.GREEN</u>	APPROVED:	_____
DATE	<u>5-20-09</u>	APPROVED:	_____
SCALE	<u>1" = 20'</u>	SHEET	<u>1</u> OF <u>1</u>



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	CWT	2	
REVISED	BY	CHK'D	ISSUE AUTH	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 S.H.J.			
DRAWN A.K.	RECOMMENDED			
TRACED 6-28-79	APPROVED T.H.E.			
SCALE NONE				
6 - 28 - 79 C - 8 - 131 Y4				

ORIGINAL

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.

IRRIGATION EASEMENT

Maricopa County

R/W #1083 Agt. PJH

Job # RD-20503

W-PJH C JAG

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
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", the latest edition of the Grantor's standard barricade manual, 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
City of Chandler

GAB

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 "A"
PROPOSED SRP EASEMENT PARCEL

A portion of the Southeast Quarter of Section 31, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona being more particularly described as follows;

Beginning at the East quarter corner of said Section 31, a found City of Chandler brass cap in hand hole and from which the Southeast corner of said Section 31, a found City of Chandler brass cap in hand hole, bears South 00 degrees 00 minutes 15 seconds East 2658.18 feet (basis of bearings);

thence South 00 degrees 00 minutes 15 seconds East, coincident with the east line of the Southeast quarter of said Section 31, a distance of 65.00 feet to the south line of the north 65 feet of said Southeast Quarter of Section 31;

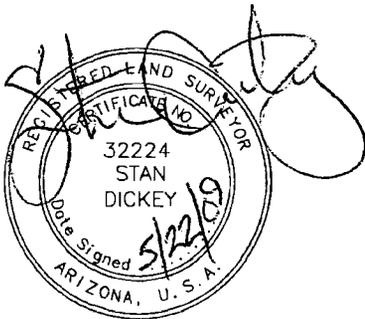
thence departing the east line of said Southeast quarter and coincident with the south line of the north 65 feet of said Southeast Quarter, North 89 degrees 51 minutes 46 seconds West, a distance of 58.00 feet to the **Point of Beginning** of the Parcel herein described;

thence departing said south line of the north 65 feet, South 00 degrees 00 minutes 15 seconds East, a distance of 6.00 feet;

thence North 89 degrees 51 minutes 46 seconds West, a distance of 9.52 feet to the east line of Tract A as recorded in the Final Plat of Dobson Center recorded in Book 1028, Page 40 Maricopa County Records (MCR);

thence coincident with the east line of said Tract A, North 46 degrees 06 minutes 39 seconds West, a distance of 8.68 feet to a northeasterly corner of said Tract A and the south line of the north 65 feet of said Southeast Quarter;

thence departing said Tract A and coincident with the south line of the north 65 feet of said Southeast Quarter, South 89 degrees 51 minutes 46 seconds East, a distance of 15.77 feet to the **Point of Beginning**.



REGISTRATION
EXPIRES: 03-31-10

END OF DESCRIPTION

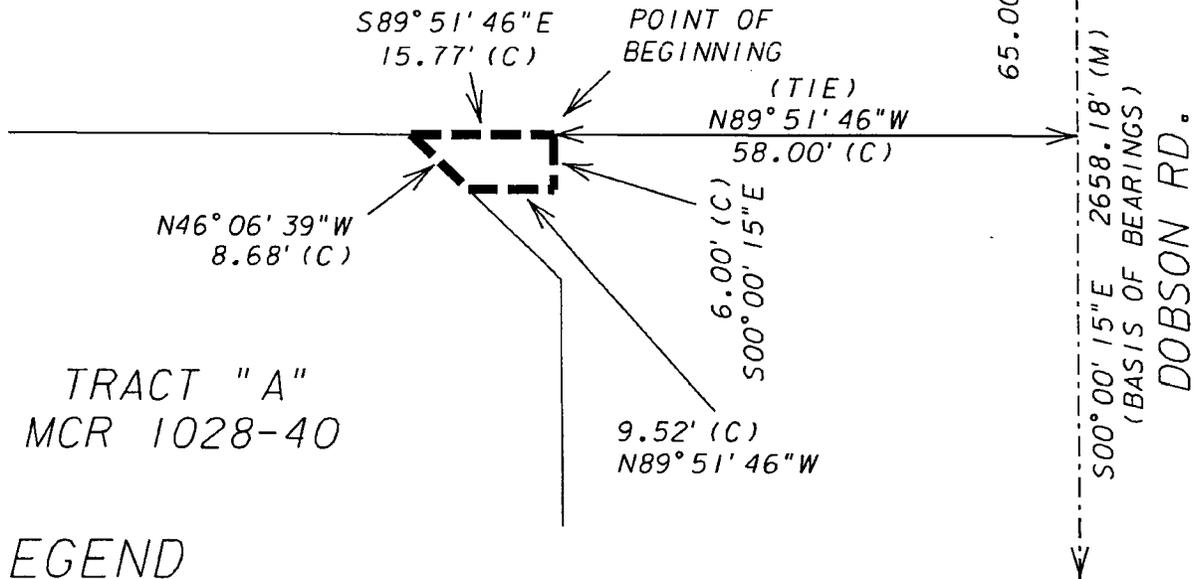
EXHIBIT "A"

C1/4COR
SEC 31
FD.C.O.C.
BC FLUSH

FRYE RD.

S89°51'46"E 2709.87' (M)

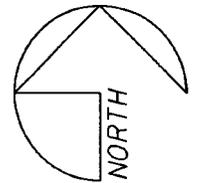
E1/4COR
SEC 31
FD.C.O.C.
BCHH



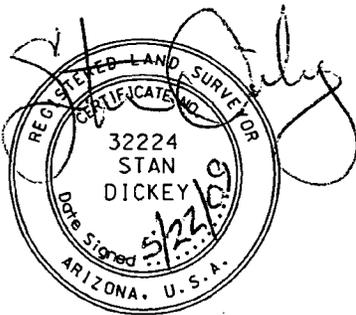
LEGEND

NOTE: SYMBOLS MAY NOT BE TO DRAWING SCALE, SO AS TO BETTER ENHANCE GRAPHICAL REPRESENTATION

- SECTION AND CENTERLINE
- PROPOSED SRP EASEMENT PARCEL
- C.O.C. CITY OF CHANDLER
- BCHH BRASS CAP IN HAND HOLE
- BC BRASS CAP



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REGISTRATION

EXPIRES: 03-31-10

SRP JOB #

RAD-02040-300(20)

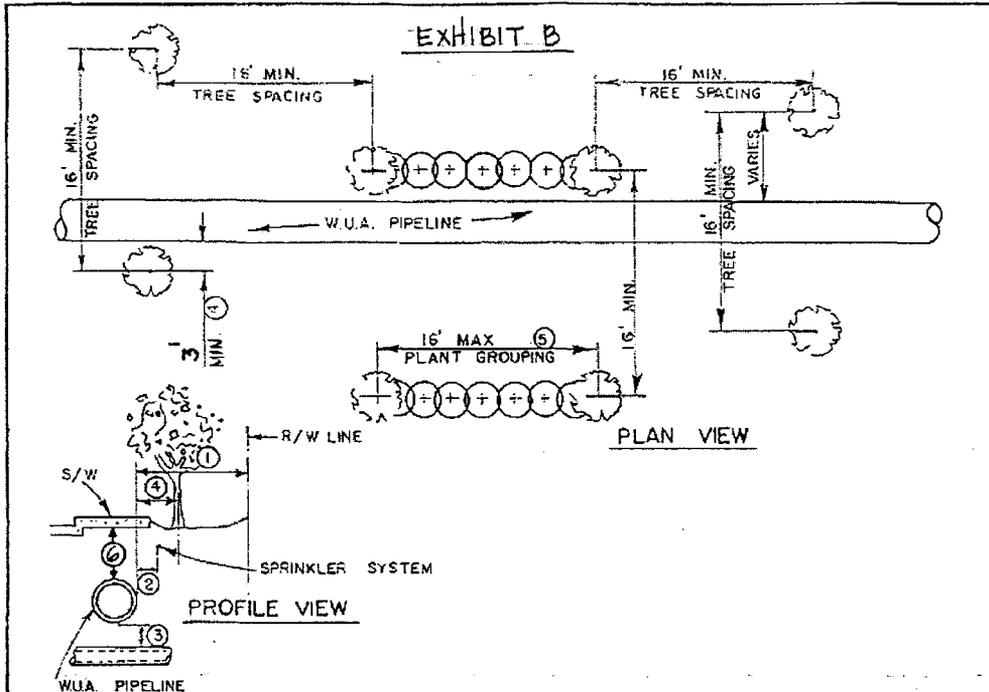
SALT RIVER PROJECT A.I.
& POWER DISTRICT

DOBSON CENTER
SE 1/4, SEC 31, T1S, R5E

IRRIGATION RIGHT-OF-WAY
MARICOPA COUNTY

DESIGNED	<u>P.HICKS</u>	AGENT	<u>P.HICKS</u>
DRAWN	<u>G.GREEN</u>	APPROVED:	_____
DATE	<u>5-20-09</u>	APPROVED:	_____
SCALE	<u>1" = 20'</u>	SHEET	<u>1 OF 1</u>

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.
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- ⑥ MAINTAIN 2' OF COVER

ADDED NOTE 6.				
05-18-00	JWS	CWT	2	
REVISED	BY	CHK'D	ISSUE AUTH	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.H.J.			
DRAWN A.K.	RECOMMENDED G.H.J.			
TRACED 6-26-78	APPROVED F.H.S.			
SCALE NONE				
6-28-79			C-8-131	

ORIGINAL

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.