

**THE CITY OF AMARILLO, TEXAS
Final Distribution Memorandum**

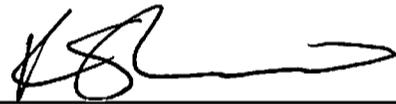
Planning Department, City of Amarillo, Texas
P.O. Box 1971, Amarillo, Texas 79105-1971
May 12, 2010

TO: Final Distribution List

FROM: Planning Department

SUBJECT: ACZ-10-03 Aviation Clear Zone Easement being 5450 feet above mean sea level above the plat of South Side Acres Unit No. 22, an addition to the City of Amarillo, in Section 230, Block 2, AB&M Survey, Randall County, Texas. (P-10-17)
GRANTOR: Greg Mitchell

The Amarillo City Commission at its meeting of May 4, 2010, approved the above referenced aviation clear zone easement. The instrument was filed of record in Official Public Records Randall County in File Clerk 2010007187, on May 10, 2010. Copies of the instrument and vicinity sketch are attached. Please post your records accordingly.



Kelley Shaw, Planning Director



AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF RANDALL §

WHEREAS, TOOT 'n TOTUM Food Stores, LLC, hereinafter referred to as "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

South Side Acres Unit No. 22, an addition to the City of Amarillo, being a replat of a portion of Lot 9, Block 1, South Side Acres Unit No. 3, in Section 230, Block 2, AB&M Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for itself, its successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter referred to as GRANTEE, its successors and assigns, for the use and benefit of the public, an easement and right-of-way appurtenant to Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property, together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, its successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damages of every kind for loss or damage to property, personal injury or death, attorney fees, costs, and interest which grantor may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation or failure of operation of aircraft landing at, or taking off from, or operating near or on Amarillo International Airport or over the described property.

GRANTOR, for itself, heirs, beneficiaries, successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 5450 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 5450 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns,

until Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, beneficiaries, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 4th day of March, 2010.

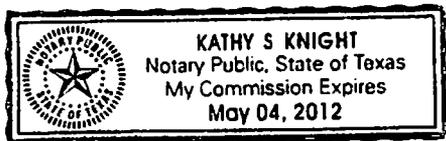
GRANTOR
TOOT 'n TOTUM Food Stores, LLC, a
Texas Limited Liability Company

By: Greg Mitchell
Greg Mitchell, President and CEO

THE STATE OF TEXAS §
COUNTY OF Potter §

This instrument was acknowledged before me on this the 4th day of March, 2010, by Greg Mitchell.

Kathy S. Knight
Notary Public, State of Texas



Return to:
DONNA DeRIGHT
City Secretary, City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105-1971

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Renee Calhoun

May 10, 2010 09:23:48 AM

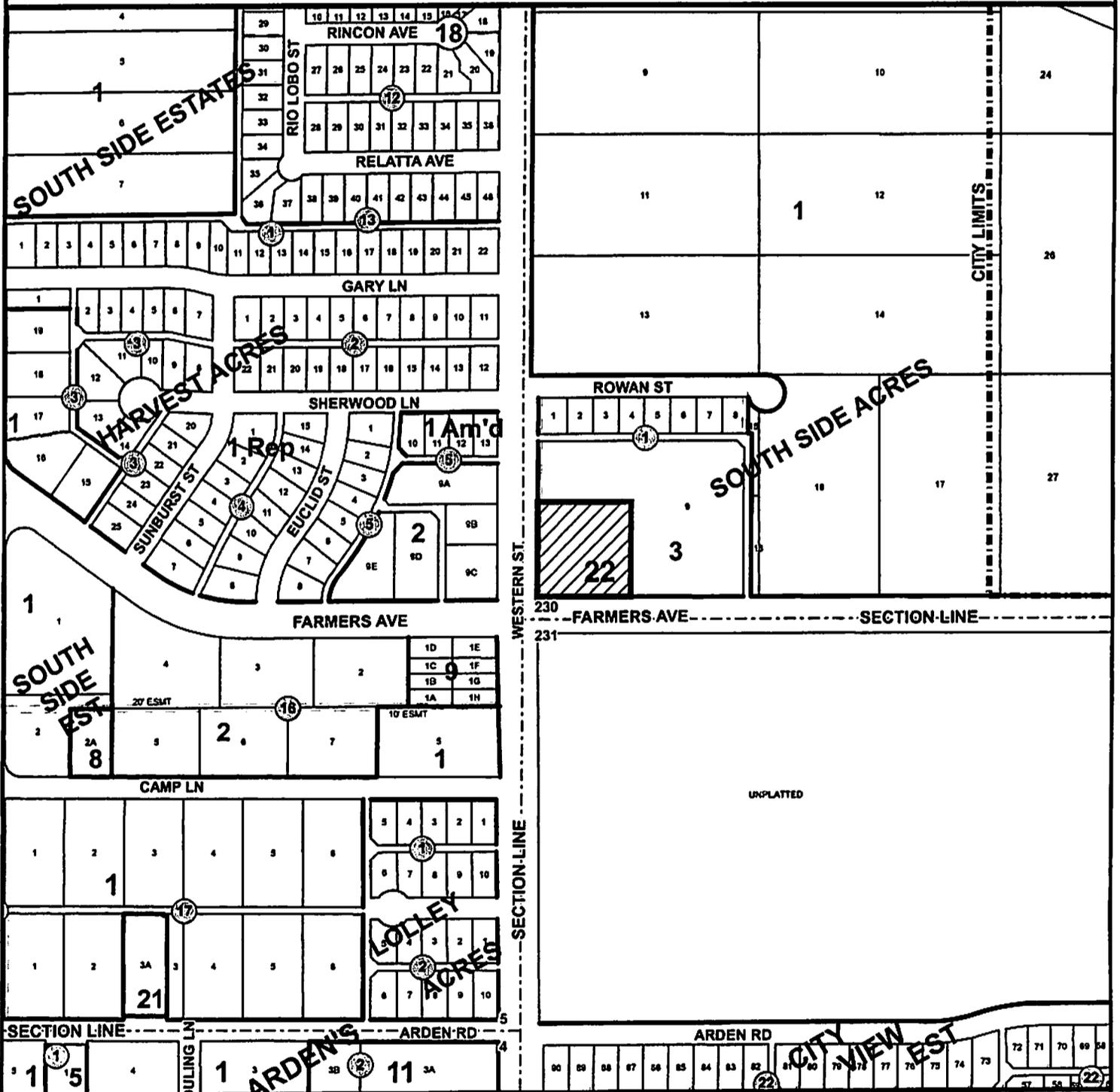
2010007187

FEE: \$20.00

Renee Calhoun County Clerk

Randall County TEXAS

AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Aviation Clear Zone Easement, being 5450' MSL above the plat of South Side Acres Unit #22 in Section 230, Block 2, AB&M Survey, Randall County, TX

Developer: Greg Mitchell

Vicinity: Farmers Ave. & Western St.

Scale: 1" = 400'
Date: 2-24-10
Case No: ACZ-10-03



AP#: L-16