

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

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

July 7, 2010

TO: Final Distribution List

FROM: Planning Department

SUBJECT: D-09-42 Mesa Verde Addition Unit No. 17, an addition to the City of Amarillo, being an unplatted tract, in Section 126, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: NE 24<sup>th</sup> Ave & N Eastern St)  
APPLICANT: James Archer

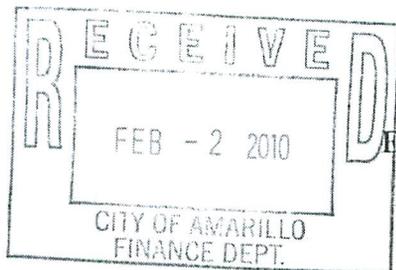
The City Commission approved the above item on February 16, 2010. The dedication instrument was filed of record in Official Public Records Potter County in Volume 4192 Pages 54-67 on February 16, 2010. Copies of the instrument and vicinity sketch are attached. Please post your records accordingly.



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Kelley Shaw, Planning Director

Easement No. DACA63-2-10-0506



DEPARTMENT OF THE ARMY  
 EASEMENT FOR PIPELINE RIGHT-OF-WAY  
 LOCATED ON  
 US ARMY RESERVE CENTER, AMARILLO  
 POTTER COUNTY, TEXAS

VOL. 4192 PAGE 54

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **City of Amarillo**, the municipality, duly organized and existing under and by virtue of the laws of the State of Texas, with its principal office at **509 SE 7th Street, Room 303, Amarillo, Texas 79105**, hereinafter referred to as the Grantee, an easement for the **installation, operation and maintenance of a 48" water pipeline and cathodic protection system** hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified on EXHIBIT(S) "A" and "B", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

- a. This easement is hereby granted in perpetuity, beginning **December 1, 2009**.
- b. A temporary easement for construction is hereby granted for a term beginning **December 1, 2009** and ending **November 30, 2010**, or upon notification that construction and restoration is complete.

**2. CONSIDERATION**

- a. The Grantee shall pay in advance to the United States the amount of **One Thousand Three Hundred and 00/100 Dollars (\$1,300.00)**, in full for the term hereof, payable to the order of the Finance and Accounting Officer, and delivered to the District Engineer, US Army Engineer District, Ft Worth District, PO Box 17300, Ft Worth, Texas 76102-0300.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to City of Amarillo, 509 SE 7th Street, Room 303, Amarillo, Texas 79105 and, if to the United States, to the District Engineer, Ft Worth District, Chief, Real Estate Division, CESWF-RE-M, P.O. Box 17300, Ft Worth, TX 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given *if and when* enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE INSTALLATION COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, **US Army Reserve Center, Amarillo, TX**, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

**14. REQUIRED SERVICES**

This condition not used.

**15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

**16. TERMINATION**

This easement may be terminated by the Secretary upon 180 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**17. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## Easement No. DACA63-2-10-0506

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**19. PRELIMINARY ASSESSMENT SCREENING**

A Record of Environmental Consideration (REC) dated 18 December 2009 documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is at Exhibit "C". Upon expiration, revocation or termination of this easement, another assessment shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

**20. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**22. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**24. SPECIAL CONDITIONS**

a. Upon the completion of construction and satisfactory restoration of the temporary easement area, the Grantee, will provide as-built drawings and if applicable an updated legal description for the permanent easement area. This easement will be amended to correct the Exhibit's based on the as-built drawings and the updated legal description.

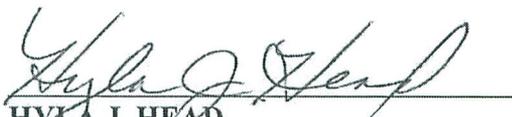
b. In the event this easement is renewed by a similar instrument, then numbered Condition No. 22 hereof will not be applicable.

c. The installation and construction of the facilities will be conducted concurrently with a U.S. Government construction project for an Army Reserve Center and supporting infrastructure. The Grantee hereby agrees and accepts that should any conflicts between the Grantee's construction schedule and the construction schedule of the government be encountered the U.S. Government's "On-Site" representative will have the sole election of approving or disapproving Grantee's access.

Easement No. DACA63-2-10-0506

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 27<sup>th</sup> day of January, 2010.

  
HYLA J. HEAD  
Chief, Real Estate Division

THIS EASEMENT is also executed by the Grantee this 5<sup>th</sup> day of January, 2010.

CITY OF AMARILLO

BY: Alan M Taylor  
TITLE: CITY MANAGER

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

### CERTIFICATE OF AUTHORITY

I, Donna DeRight (name) certify that I am the City Secretary (title) of **City of Amarillo**, that Alan Taylor (signator of outgrant) who signed the foregoing instrument on behalf of the Grantee was then City Manager (title of signator of outgrant) of **City of Amarillo**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

CITY OF AMARILLO

Date: 1/2/10

Donna DeRight  
Clerk or Appropriate Official

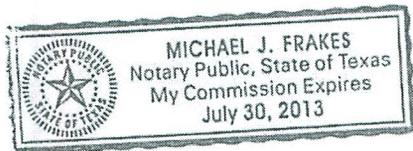
(AFFIX SEAL)

STATE OF TEXAS )  
 ) ss  
COUNTY OF TARRANT)

BEFORE ME, a Notary Public in and for Jackson County, personally appeared Ms. Hyla J. Head, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this 27<sup>th</sup> day of January, 2010.

*Michael J. Frakes*  
\_\_\_\_\_  
NOTARY PUBLIC



(Seal)

My commission expires on the 30<sup>th</sup> day of July, 2013.

**U.S. ARMY RESERVE CENTER  
AMARILLO, TEXAS**

**PERPETUAL WATER LINE AND  
CATHODIC PROTECTION SYSTEM EASEMENT  
DACA-63-2-10-0506**

Portion of Tract 100

Acres: 0.24

A parcel of land consisting of 0.24 acres, and being three hundred feet (348.61 feet) in length, and 30.00 feet in width for the installation, operation and maintenance of a 48" water pipeline and cathodic protection system right-of-way, lying within the U. S. Government Reservation, U.S. Army Reserve Center, Amarillo, TX., and situated in the East ½ of Section 126, Block 2, A.B. & M. Survey, Potter County, TX., and containing 0.24 acres, more or less. Said parcel being out of a 25.27 acre tract of land as described in a Sheriff's Deed, recorded in Volume 3569, Page 86 of the Official Public Records of Potter County, TX.

**BEGINNING** at 3 ¼ inch aluminum cap in concrete stamped "CORPS OF ENGINEERS-U.S. ARMY" located at the Northwest corner of said 25.27 acre tract, said point also being the Northwest corner of herein described easement:

Thence South 89°56'17" East, a distance of 30.00 feet, point being the Northeast corner of herein described easement;

Thence South 00°03'17" West, 348.61 feet, point being the Southeast corner of said easement;

Thence North 89°56'17" West, 30.00 feet to a point in the West line of said 25.27 acre tract, also being the East line of a 23.00 foot Panhandle Pipeline Easement (Volume 175, Page 496), and the Southwest corner of herein described easement;

Thence North 00°03'17" East, passing at 83.34 feet (a calculated distance) the common Northeast corner of said Panhandle easement and the Southeast corner of an alley located in the Mesa Verde Addition and continuing along said bearing for a total of 348.61 feet to the **POINT OF BEGINNING** and containing 10,458 square feet or 0.24 acres of land, more or less.

14-Dec-09 mmb

**US ARMY RESERVE, AMARILLO, TX  
EASEMENT NO. DACA63-2-10-0506  
CITY OF AMARILLO  
Installation, operation & maintenance of a 48" water pipeline  
TRACT NO. 101 (portion of); 0.24 acres  
Potter County, Texas**

**EXHIBIT "A"  
Page 1 of 2**

U.S. ARMY RESERVE CENTER  
AMARILLO, TEXAS

TEMPORARY WORK AREA EASEMENT  
DACA-63-2-10-0506

Portion of Tract 100

Acreage: 0.56

A parcel of land consisting of 0.56 acres, and being three hundred feet (348.61 feet) in length, and 70.00 feet in width for the installation, operation and maintenance of a 48" water pipeline and cathodic protection system right-of-way, lying within the U. S. Government Reservation, U.S. Army Reserve Center, Amarillo, TX., and situated in the East ½ of Section 126, Block 2, A.B. & M. Survey, Potter County, TX., containing 0.56 acres, more or less. Said parcel being out of a 25.27 acre tract of land as described in a Sheriff's Deed, recorded in Volume 3569, Page 86 of the Official Public Records of Potter County, TX.

**COMMENCING** at a 3 ¼ inch aluminum cap in concrete stamped "CORPS OF ENGINEERS-U.S. ARMY" at the Northwest corner of said 25.27 acre tract:

Thence, South 89°56'17" East, a distance of 30.00 feet to the **POINT OF BEGINNING**, said point being the Northwest corner of herein described easement;

Thence, continuing South 89°56'17" East, a distance of 70.00 feet, said point being the Northeast corner of herein described easement;

Thence South 00°03'17" West, a distance of 348.61 feet, point being the Southeast corner of said easement;

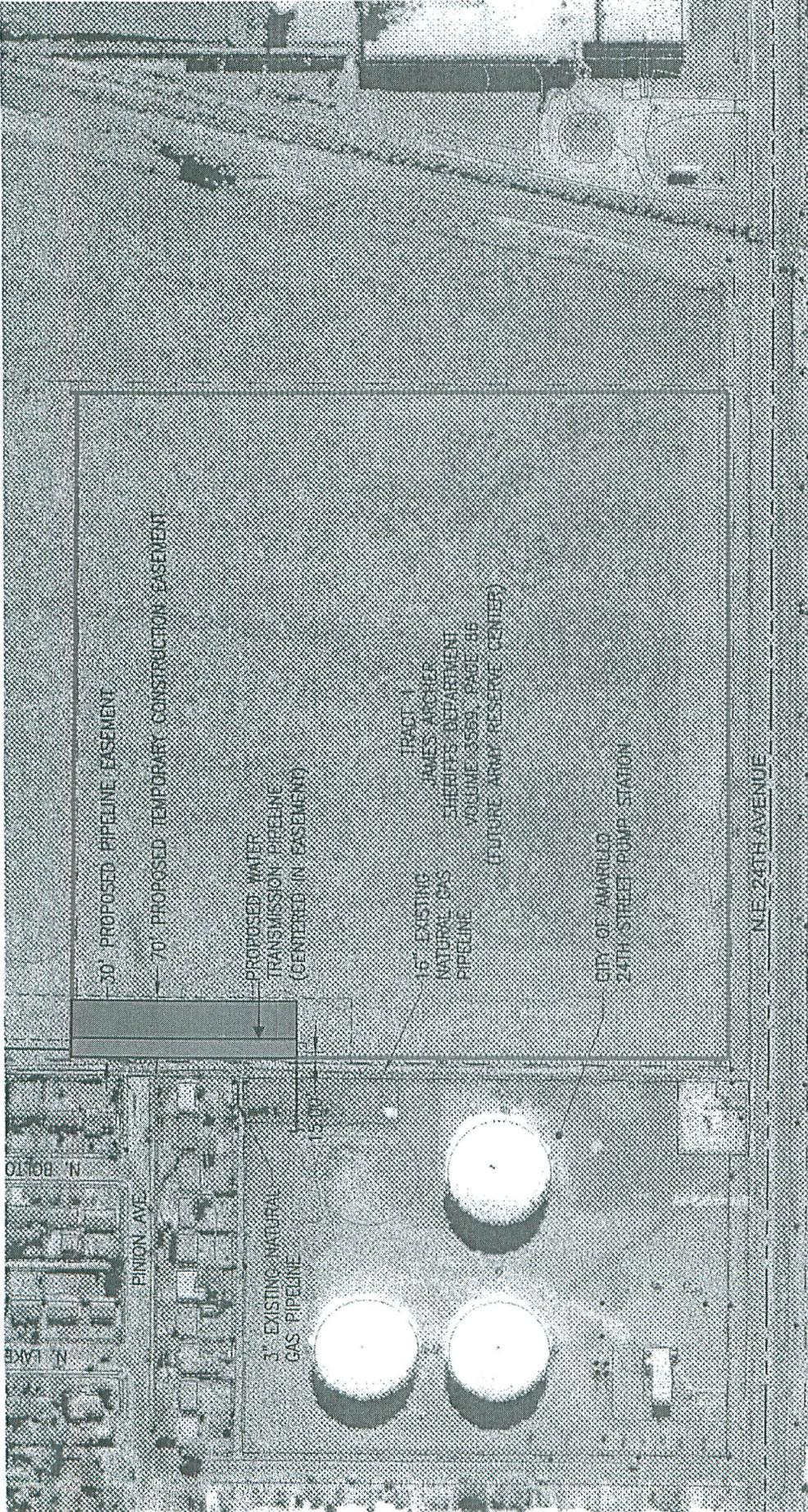
Thence North 89°56'17" West, 70.00 feet to the Southeast corner of a permanent water line and cathodic protection system easement granted to the City of Amarillo, Texas by the U.S. government, said point also being the Southwest corner of herein described easement;

Thence North 00°03'17" East, along the common East line of said permanent easement and common west line of the temporary easement 348.61 feet, to the **POINT OF BEGINNING** and containing 24,402.70 square feet or 0.56 acres of land, more or less.

23 Dec 09 rmj

US ARMY RESERVE, TEXAS  
EASEMENT NO. DACA63-2-10-0506  
CITY OF AMARILLO  
install, opeated & maintain a 48" inch water pipeline  
TRACT NO. 100 (portion of) 0.56 acres  
Potter County, Texas  
EXHIBIT "A"  
Page 2 of 2

EASEMENT NO. DACA63-2-10-0506



US Government Property Line (Approximate)

Permanent Easement Area (30' in width X 349 feet in length) Approximate

Temporary Construction Easement (70' in width X 349 feet in length) Approximate (15' overlap with permanent easement area)

EXHIBIT "B"

PAGE 1 OF 1

COUNTY CLERK'S MEMO  
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**TO:**  
 HQ, 63D Regional Support Command  
 DPW, ATTN: Environmental Division, Bldg 152  
 MOFFETT FIELD, CA 94035

**FROM:**  
 HQ, 63D Regional Support Command  
 DPW, ATTN: Real Estate, Bldg 152  
 MOFFETT FIELD, CA 94035

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**DATE:** Friday, 18 December 2009  
**TO:** Laura Caballero, Chief, 63D RSC Environmental Division  
**FROM:** Mark Cutler, Senior Realty Specialist, 63D RSC Real Estate  
**FACID:** TX187

**PROJECT TITLE:** City of Amarillo Water Line Easement on Amarillo AFRC Property

**BRIEF DESCRIPTION:** The City of Amarillo has requested two easement areas to install and maintain a water line. They consist of a 30' wide permanent easement area and a 70' wide temporary construction easement area. Construction time on the Amarillo AFRC property easement will consist of 3 to 5 weeks. It will take place between the first quarter of 2010 and the first quarter of 2011, the time needed for completion of the entire waterline.

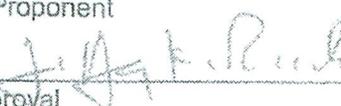
Site Maps and Easement Request Letter are attached. BRAC Construction EA for Amarillo AFRC: [www.hqda.army.mil/acsim/brac/EA\\_DOCS/EA\\_final/AmarilloEA.pdf](http://www.hqda.army.mil/acsim/brac/EA_DOCS/EA_final/AmarilloEA.pdf)

**ANTICIPATED DATE AND/OR DURATION OF THE PROPOSED ACTION:** Temporary Construction Easement: 2010 / Permanent Easement: Begins 2010

**REASON FOR USING A RECORD OF ENVIRONMENTAL CONSIDERATION:** The Proposed Action is categorically excluded under the following provisions of 32 CFR Part 651, Appendix B:

*(F)(1) Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use. Examples include, but are not limited to, Army controlled property and Army leases of civilian property to include leases of training, administrative, general use, special purpose, or warehouse space (REC required).*

**REVIEW AND APPROVAL:**

	18 Dec 09
63D NEPA Manager	Date
	18 Dec 09
63D Environmental Chief	Date
	18 DEC 09
Project Proponent	Date
	18 DEC 09
SJA Approval	Date

COUNTY CLERK'S MEMO  
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**EXHIBIT C"**

Filed AND Recorded  
OFFICIAL PUBLIC RECORDS  
On: Feb 16, 2010 at 08:45A

Receipt# - 140151

Document Number 01167971:

Amount 64.00

Julie Smith  
County Clerk, Potter County

By lae Deputy

RET TO:  
CITY OF AMARILLO  
DONNA DERIGHT  
PO BOX 1971  
AMARILLO TX 79105-1971

STATE OF TEXAS COUNTY OF POTTER  
I hereby certify that this instrument was  
FILED on this date and at this time stamped  
hereon by me and was duly RECORDED in the  
OFFICIAL PUBLIC RECORDS OF POTTER COUNTY TEXAS,  
in the volume and page as shown.



Julie Smith, County Clerk  
Potter County

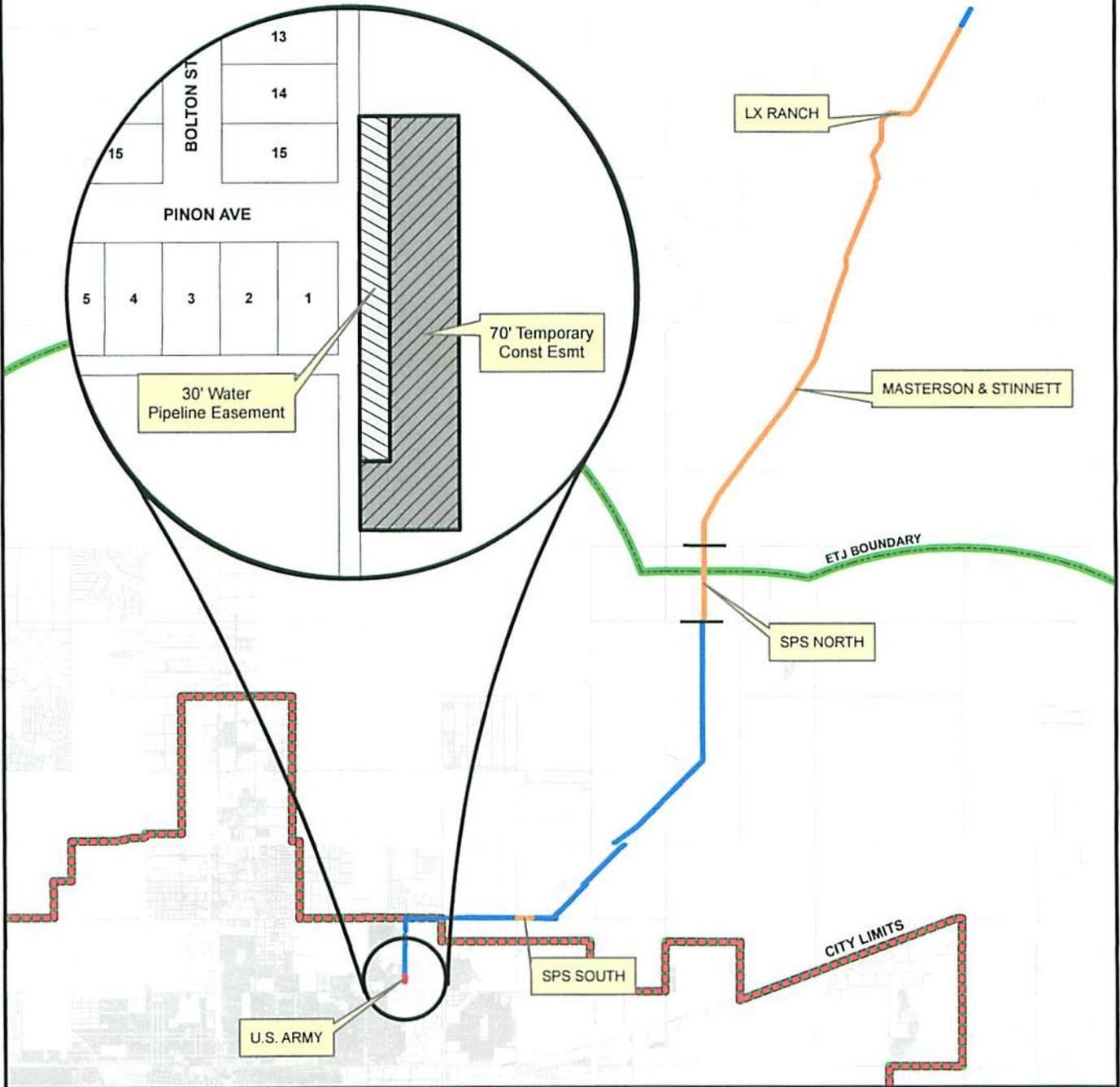
By Joanna Livingston Deputy

Any provision herein which restricts the sale,  
rental or use of the described real property  
because of color or race is invalid and  
unenforceable under federal law.

COUNTY CLERK'S MEMO

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when received for recording.

# PLANNED EASEMENT TRACT #1 / US Army



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale: 1" = 2 Miles  
Date: 12-23-09  
Case No: D-09-42



Planned easement for a proposed 48-inch water transmission main.

Vicinity: Sections 126, Block 2, AB&M Survey  
Potter County, Texas