

**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

February 25, 2010

**TO:** Final Distribution List

**FROM:** Planning Department

**SUBJECT:** D-10-06 Dedication of a 30 ft. Water Line Easement and a 70 ft. Temporary Construction Easement, in Section 6, Block 1, BS&F Survey, Potter County, Texas. (Vicinity: El Rancho Rd. & Webb Rd.)

**GRANTOR:** Southwestern Public Service Co.

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 Page 53. Copies of the instrument and vicinity sketch are attached. Please post your records accordingly.



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Kelley Shaw, Planning Director

**EASEMENT**

**GRANTOR:** Southwestern Public Service Company, a New Mexico Corporation, (SPS)

**GRANTOR'S:** P.O. Box 1261

**Mailing Address:** Amarillo, Texas 79105

**GRANTEE:** City of Amarillo, Texas

**GRANTEE'S:** P. O. Box 1971

**Mailing Address:** Amarillo TX 79105-1971

**Considerations:** One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

**Property:** Easement: A thirty-foot (30') water pipeline easement through Section 6, Block 1, BS&F Survey, Potter County, Texas as described in the routing shown on **Exhibit A** attached hereto and made a part hereof and being 5311 feet in length more or less. The metes and bounds legal description of the Easement granted herein is as set forth on **Exhibit B** attached hereto and made a part hereof.

Temporary Easement: A seventy-foot (70') construction easement through (5311 feet in length more or less) Section 6, Block 1, BS&F Survey, Potter County, Texas as more specifically described in **Exhibit A** and **Exhibit B** attached hereto and made a part hereof.

GRANTOR for the consideration grants, sells, and conveys to GRANTEE, its successors and assigns, a non-exclusive easement for the purpose of installing, constructing, maintaining, operating, repairing, removing and replacing a forty-eight inch (48") water pipeline and appurtenances (hereinafter called "**Pipeline**") under the Easement, together with the right of ingress and egress over, along and across the Property. Notwithstanding anything to the contrary in this easement, GRANTEE may not upgrade, enlarge or undertake any similar activity with regard to the Pipeline without the prior written consent of GRANTOR.

GRANTEE shall have the right to remove all trees, branches or other non-anthropogenic obstructions on the Property that might endanger or interfere with the operation, safety or efficiency of the Pipeline.

During the initial construction of the Pipeline, GRANTEE shall have the temporary right to use the Temporary Easement for ingress and egress, parking and storage of equipment and machinery, and for all other purposes related to the construction of the Pipeline. After the completion of the construction of the Pipeline and all GRANTEE restoration work of the area it disturbed, all rights of GRANTEE in and to the Temporary Easement shall terminate, but in all events the Temporary Easement shall automatically terminate on June 30, 2012.

The Easement and the Temporary Easement are subject to all existing easements, rights-of-way, encumbrances and restrictions of record. The surface disturbed by GRANTEE, including fences, shall be restored to as near the original condition as is practical and GRANTEE will reasonably compensate GRANTOR for the actual loss of crops or damage to crops as well as damage to any of GRANTOR'S property caused by construction maintenance, operation, repair, removal or replacement of the Pipeline on the Property. In addition GRANTEE agrees as follows:

- The design of the pipeline will allow for at least two (2) feet of separation between any irrigation line and the water transmission pipeline; that being, the Pipeline shall be located under any GRANTOR pipeline, cable, conduit, or other underground appurtenances.
- Following construction, dirt will be compacted in multiple lifts as to ensure no future subsidence along the Pipeline, graded back to original contour, and any damaged grass will be replaced with a Jose Wheat grass as specified by GRANTOR and the replaced grass will be watered until it is established and viable.
- All reasonable efforts will be made in designing the mechanical features of the pipeline as to not conflict with normal farming operations, and no risers, valves or above ground equipment will placed on the south half (1/2) of the property.
- If a GRANTOR'S irrigation pipeline has to be repaired, a PVC or HDPE flanged spool piece will be used to make the repair. Flanges will be attached using a chemical or fusion weld.
- Two vehicle/equipment gates shall be installed and maintained by GRANTEE, one at the north end of the Property boundary and one at the south end of the Property boundary for the purpose of ingress and egress by GRANTEE or GRANTEE's authorized representatives or contractors. These gates shall remain locked and secured at all times. GRANTEE shall provide GRANTOR keys, combinations, or other applicable means to unlock and access such gates at all times.

The constructed Pipeline shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, repair, improve, and make such changes, alterations, additions to or extensions of its Pipeline within the boundaries of the Property as are consistent with the purposes expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.

GRANTOR, its successors and assigns, may use the Property for any purpose not inconsistent with the rights hereby granted, provided such use does not unreasonably interfere with the construction, operation or maintenance of the Pipeline.

GRANTEE understands and acknowledges that (a) GRANTOR uses the Property for the disposal of wastewater, through land application, which is generated as a by-product of electricity generation and (b) GRANTOR has obligations in association with such generation and disposal, including, without limitation, those set forth in state permits as well as other applicable regulations and laws. Notwithstanding anything to the contrary in this easement, in no event will GRANTEE be allowed to use the Property in a manner that interferes with or jeopardizes GRANTOR'S use of the Property for the safe, reliable, compliant generation of electricity,

including, without limitation, GRANTOR'S use of the Property for the above-mentioned wastewater disposal and any activities GRANTOR must undertake in order to comply with any applicable permits, regulations, laws or similar requirements. In the event GRANTEE uses the Property in a manner that is inconsistent with the foregoing sentence, GRANTEE shall be obligated to immediately cease or rectify any such act or omission and GRANTOR may terminate this easement if GRANTEE fails to immediately take such corrective action.

GRANTEE agrees, to the extent permitted by law, to save, indemnify release and hold GRANTOR harmless from and against all claims and liability for damages, loss or expense caused by any injury or death to any person or damage to property if the same shall in any way be connected with or result from the exercise by the GRANTEE of the rights granted herein or shall in any way be connected with or result from Grantor's uses of the Property for electricity generation and the on-site disposal of wastewater to the extent such uses in any way impact the GRANTEE'S Pipeline.

GRANTEE and its agents, employees, and contractors shall comply with all Federal, State and local environmental laws, regulation, permits, and hazardous materials laws including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and the Solid Waste Disposal Act and Sections 25-15-101, et. seq., 25-16-101, et. seq., 25-07-101, et. seq.. GRANTEE shall not use, generate, store or dispose of any hazardous substance on, under or about the Property except in full compliance with any applicable hazardous materials laws. If the presence of hazardous substances arises as a result of GRANTEE'S use or occupancy of the Property, GRANTEE shall be responsible for all actions, legal or administrative proceedings, demands, claims, judgments, damages, penalties, fines, costs, liabilities, or expenses including, but not limited to personal injury, property damage, diminution in property values and remediation of contamination.

GRANTEE shall pay GRANTOR for any damages to the Property or any improvements thereon, including, but not limited to, damage or destruction of roads, fences, and personal property caused by the use of this easement.

GRANTEE shall cause the installation, construction and maintenance of the Pipeline to be performed by a contractor or other party who shall carry insurance in accordance with the terms and specifications in Exhibit C attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTOR and GRANTOR'S successors and assigns forever.

Executed this 11 day of February 2010.

GRANTORS

Southwestern Public Service Company

By: Riley Hill  
Riley Hill, President and CEO



EXHIBIT A

[See Attached]

**EXHIBIT B**

**VOL. 4192 PAGE 50**

[See Attached]

**30 FOOT WIDE PERMANENT EASEMENT**

A 3.70 acre tract of land situated in Section 6, Block 1, B. S. & F. Survey, Potter County, Texas, and said 3.70 acre tract of land being described by metes and bounds as follows:

Commencing at a ½ inch iron rod, found at northeast corner of said Section 6, having a coordinate of N:3,762,700.46 feet and E:594,659.44 feet (NAD 83, Texas North Zone);

Thence N. 89°51'37" W., 2630.34 feet (2629.67 feet Grid) along the north line of said Section 6 to the northeast and BEGINNING CORNER of this tract of land;

- L1 Thence S. 00°30'52" W., 5374.54 feet (5373.18 feet Grid) to the southeast corner of this tract of land, from whence a railroad spike, found at the southeast corner of said Section 6 bears S. 89°53'29" E., 2669.94 feet (2669.26 feet Grid);
- L2 Thence N. 89°53'29" W., 30.00 feet (29.99 feet Grid) along the south line of said Section 6 to the southwest corner of this tract of land, from whence an aluminum cap, found at the southwest corner of said Section 6 bears N. 89°53'29" W., 2635.07 feet (2634.40 feet Grid);
- L3 Thence N. 00°30'52" E., 5374.56 feet (5373.19 feet Grid) to the northwest corner of this tract of land, from whence a nail and shiner in fence post, found at the northwest corner of said Section 6 bears N. 89°51'37" W., 2669.73 feet (2669.05 feet Grid);
- L4 Thence S. 89°51'37" E., 30.00 feet (29.99 feet Grid) along the north line of said Section 6 to the POINT OF BEGINNING.

Surface distances contained herein are computed from Grid Coordinates using an average elevation of 3543 feet and a combined scale factor of 0.999746.

Bearings contained herein are Grid Bearings relative to NAD 83, Texas North Zone.

Survey Date: December 21, 2009

**70 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**

A 8.64 acre tract of land situated in Section 6, Block 1, B. S. & F. Survey, Potter County, Texas, and said 8.64 acre tract of land being described by metes and bounds as follows:

Commencing at a ½ inch iron rod, found at northeast corner of said Section 6, having a coordinate of N:3,762,700.46 feet and E:594,659.44 feet (NAD 83, Texas North Zone);

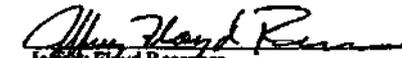
Thence N. 89°51'37" W., 2560.34 feet (2559.69 feet Grid) along the north line of said Section 6 to the northeast and BEGINNING CORNER of this tract of land;

- L5 Thence S. 00°30'52" W., 5374.51 feet (5373.14 feet Grid) to the southeast corner of this tract of land, from whence a railroad spike, found at the southeast corner of said Section 6 bears S. 89°53'29" E., 2599.94 feet (2599.28 feet Grid);
- L6 Thence N. 89°53'29" W., 70.00 feet (69.98 feet Grid) along the south line of said Section 6 to the southwest corner of this tract of land, from whence an aluminum cap, found at the southwest corner of said Section 6 bears N. 89°53'29" W., 2665.07 feet (2664.39 feet Grid);
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Survey Date: December 21, 2009

  
 Jeffrey Floyd Reascher  
 Registered Professional Land Surveyor  
 Texas Registration No. 4928

**SOUTHWESTERN PUBLIC SERVICE COMPANY**  
**WATER TRANSMISSION PIPELINE**  
**POTTER COUNTY WELL FIELD**  
 IN SECTION 6, BLOCK 1, B. S. & F. SURVEY,  
 POTTER COUNTY, TEXAS.



**CORNERSTONE LAND SURVEYING**

4109 S.W. 33rd Avenue • Amarillo, Texas 79109  
 (806) 352-9193 • (806) 352-9197 fax • info@stonesurvey.com

**EXHIBIT C**

Grantee shall require Grantee's Contractor to purchase and maintain such insurance as shall protect Grantee and Grantor from claims which may in any way arise out of or be in any manner connected with the installation, construction and maintenance of the Pipeline, whether such claims arise out of the act or failure to act of the Grantee, Grantor, or of the direct or indirect delegee, appointee, or employee of either.

(a) This insurance shall be as specified below, and, except for worker's compensation, automobile, and professional liability insurance policies, all insurance policies shall name Grantor as an additional insured:

(i) Worker's Compensation Statutory, Employer's Liability Limit, in the amount of five hundred thousand dollars (\$500,000);

(ii) Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than two million dollars (\$2,000,000);

(iii) Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

(iv) Umbrella Liability Insurance in the amount of two million dollars (\$2,000,000);

(v) The policies described herein shall be written by a company licensed to do business in Texas with a financial rating reasonably acceptable to Grantor and endorsed to provide Grantor as an additional insured and show that the insurers waive subrogation against Grantor, its directors, officers, and employees; and

(vi) The insurance requirements hereunder may be increased or additional insurance may be required to be obtained if Grantor determines it is necessary based upon the Pipeline, changes in Grantor's policies, inflation or changes in applicable laws. Grantor shall provide Grantee with written notice of any changes in insurance requirements and Grantee shall promptly thereafter require Contractor to comply with such notice, but in no event shall the compliance period exceed sixty (60) days from the date the notice was sent.

(b) Certificates of Insurance acceptable to Grantor shall be filed with Grantor prior to commencement of the construction of the Pipeline and use of the Property. Upon Grantor's request, Grantor will be provided copies of the complete insurance policies and endorsements to evidence required insurance coverage. The policy and certificates shall contain provisions that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given Grantor. Notwithstanding the foregoing, Grantee's Contractor has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled, changed, or allowed to lapse. If Grantee's Contractor fails to maintain and provide evidence of the insurance required or otherwise defaults

under this easement, then Grantor shall have the right to terminate this easement and/or pursue any available remedies at law or in equity following the expiration of twenty (20) days after written notice of default is provided to Grantee.

(c) Insurance specified herein shall be minimum requirements and Grantee is responsible for providing any additional insurance deemed necessary to protect Grantee's interests from other hazards or claims in excess of the minimum coverage. The liability of Grantee is not limited to available insurance coverage.

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

Receipt# - 140151

Document Number 01167970:

Amount 52.00

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 *[Signature]* 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**

Portions of this document may not be legible and/or reproducible when received for recording.



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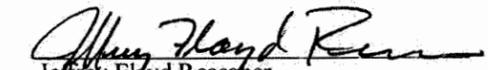
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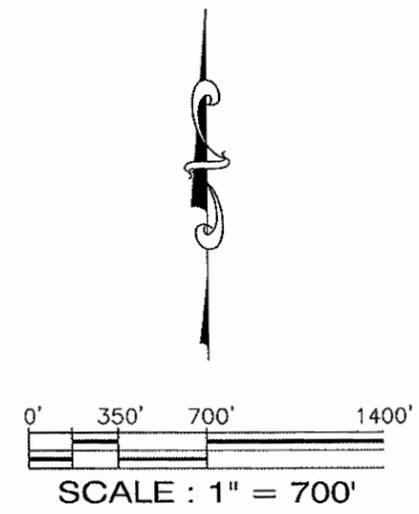
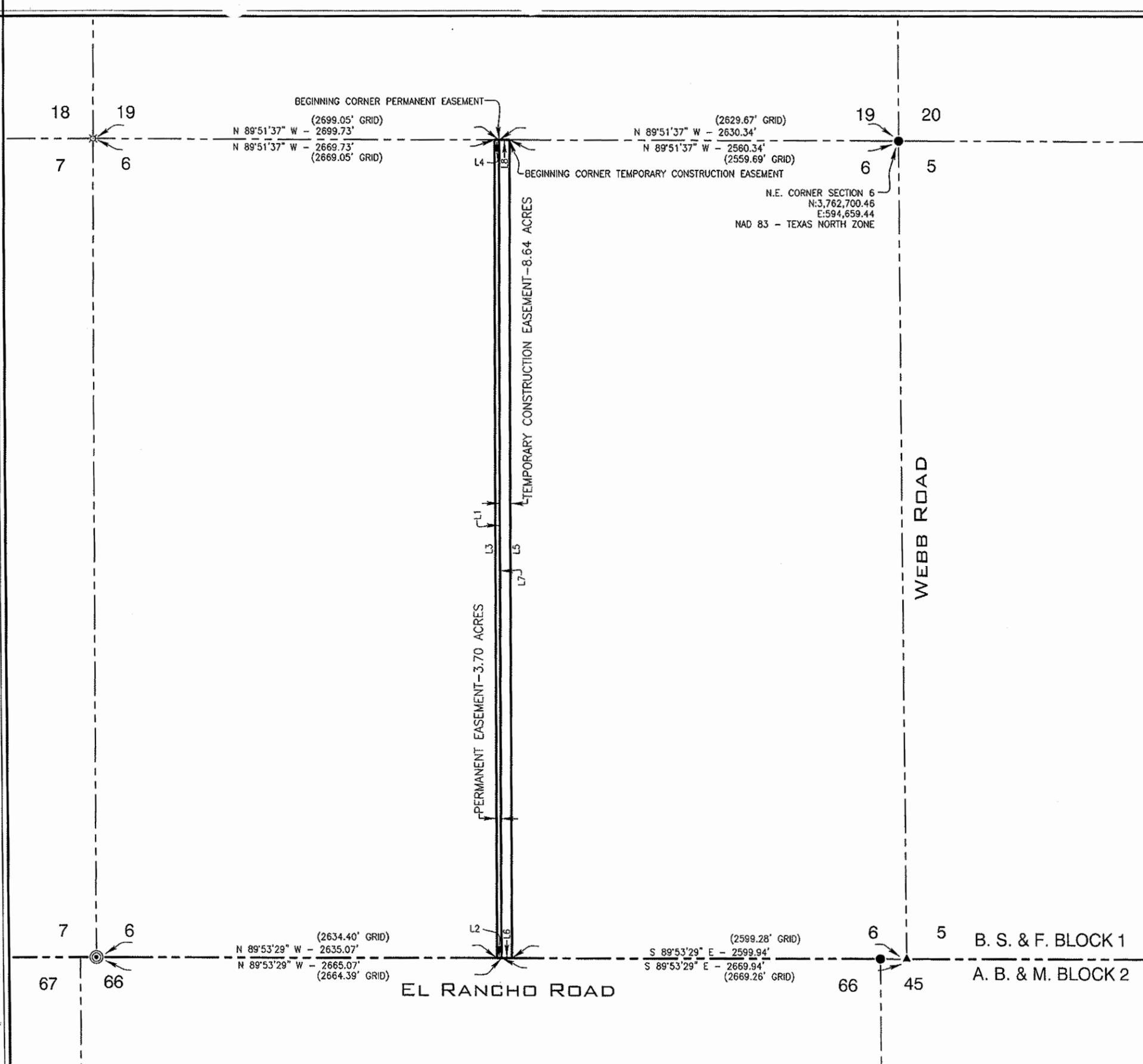
  
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**LEGEND:**

- ⊙ = aluminum cap (found)
- = 1/2 inch iron rod (found)
- ▲ = railroad spike (found)
- ⊠ = nail and shiner in fence post (found)

LINE TABLE			
LINE	BEARING	SURFACE	GRID
L1	S 00°30'52" W	5374.54'	5373.18'
L2	N 89°53'29" W	30.00'	29.99'
L3	N 00°30'52" E	5374.56'	5373.19'
L4	S 89°51'37" E	30.00'	29.99'
L5	S 00°30'52" W	5374.51'	5373.14'
L6	N 89°53'29" W	70.00'	69.98'
L7	N 00°30'52" E	5374.54'	5373.18'
L8	S 89°51'37" E	70.00'	69.98'

TOTAL LENGTH MEASURED AT  
 CENTERLINE OF 30' WIDE  
 PERMANENT EASEMENT =  
 5,374.55 FEET OR 325.73 RODS.

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