

**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-10-15 Dedication of a 3.19 and 1.23 acre tract of land for the purpose of a Sanitary Sewer Easement, both in Section 71, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Loop 335 & NE 24<sup>th</sup> Ave. & SPUR Hwy 591)

GRANTOR: Texas Board of Criminal Justice

The City Commission approved the above item on February 6, 2010. The dedication instrument was filed of record in Official Public Records, Potter County in Volume 4076 Pages 430-438. Copies of the instrument and vicinity sketch are attached. Please post your records accordingly.



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Kelley Shaw, Planning Director



CLEMENTS	AMARILLO	POTTER
Unit	City	County

Volume	Page
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December 5, 2008
Date

SANITARY SEWER Easement
Type

### EASEMENT

STATE OF TEXAS                   §  
   §     KNOW ALL MEN BY THESE PRESENTS  
 COUNTY OF POTTER           §

1. That the TEXAS BOARD OF CRIMINAL JUSTICE, hereinafter called GRANTOR, pursuant to action of the Board at its meeting on December 3, 2008, acting herein by its duly authorized chairman, in behalf of the State of Texas, by virtue of the authority granted by section 496.004, TEX. GOV'T. CODE ANN. (Vernon Supp. 2006), as evidenced by his signature affixed hereto, and for and in consideration of these presents, hereby grants unto the CITY OF AMARILLO, hereinafter called GRANTEE, its successors or assigns, an area 3.19 acres and 1.23 acres being a tract or parcel in the South part of Section 71, Block 2, A.B. & M. Survey, Potter County on the hereinafter described land for the following kind of facility or use to wit: SANITARY SEWER EASEMENT, with the right to construct and erect such facility and to maintain, repair, replace and rebuild such facility on, across and under the following described land, owned by the State of Texas in Amarillo, Texas, and more fully described as follows, hereinafter referred to as the "Property", to wit:

Metes and Bounds and Maps Attached

2. This easement shall be for a term of ten (10) years, beginning the date of easement execution and ending ten years there after, and as long as Grantee shall operate the facility or use the Property described in the first paragraph of this easement. This easement may be extended with compensation negotiated as authorized by the Texas Board of Criminal Justice.

3. This grant is executed in consideration of Ten Dollars (\$10.00) in hand paid by Grantee and other good and valuable consideration, which consideration is deemed fair and adequate.

4. A plat of said land, showing the area owned by the Grantor and showing the location of the Grantee's right-of-way is attached hereto and made a part of this easement.

5. It is understood and agreed that Grantee cannot construct, erect or maintain any other facility on the Property herein described except that specifically provided for in the first paragraph of this easement. However, Grantee may replace its facility with a larger or smaller unit, or unit of the same size, but it cannot build another facility alongside of its first facility or at another location off the easement except pursuant to a valid agreement permitting such additional facility location.

6. Grantee is hereby granted the right of ingress and egress to and from said right-of-way for the purpose of constructing, erecting, maintaining, repairing, replacing, and rebuilding such facility or utilizing the Property for the purpose described above, and such right is not granted for any other purposes. Grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing, and rebuilding said facility. If any gate or opening is used by Grantee for ingress or egress in the exercise of its rights hereunder, Grantee shall keep said gates or opening closed at all times when not in actual use. Grantee agrees to comply with all rules or orders, which the Grantor deems necessary for the protection and conservation of the State's lands and water. It is understood and agreed that at any time Grantor reasonably deems that construction operations with regard to said facility are adverse to the protection and conservation of the State's lands and/or waters, Grantor shall have the right to stop construction work until such adverse situation is resolved.

7. It is specifically understood and agreed that this grant is a grant of right-of-way easement only and does not grant the fee or any interests in the minerals in and to the land affected hereby. This conveyance is made subject to any and all out-standing easements covering the above-described lands and premises or any part thereof.

8. It is further understood and agreed that Grantor retains all its rights to fully enjoy the lands covered herein except as to such uses which may prevent Grantee's use and rights granted herein; such rights retained by the Grantor shall include, but are not limited to, the construction and maintenance of roads, streets and bridges; water, gas and sewer pipelines; and utilities, electrical and communication lines.

9. Grantee shall bury all pipelines/cables authorized herein to a depth of 48 inches and at which the top of said pipelines will not interfere with the use of the land for grazing of livestock or farming in the usual manner. Any construction or maintenance by Grantee with respect to such pipelines/cables shall not alter the depth at which same are now located. During construction the topsoil shall be separated from the lower soil levels. When restoring the ground to its natural state, the lower level soils shall be buried first, with the top soil layered on top.

10. **Most-Favored Nation Clause.** Should the CITY OF AMARILLO after the parties' execution and delivery of this Easement enter into an easement agreement with another land owner where the SANITARY SEWER EASEMENT described in this easement extends further onto the other land owner's property and where the described length and dimension of such easement agreement is similar and the agreement contains financial benefits for such land owner, taken as a whole and balanced with the other terms of such agreement, are substantially superior to those in this Easement; the CITY OF AMARILLO shall modify this Easement to incorporate the same or substantially similar superior benefits and such other terms.

11. Upon termination or abandonment of this easement for any cause, all rights herein granted shall revert to the Grantor or its assigns without the necessity or any further act, suit or action on the part of either Grantor or Grantee herein. Upon such termination or abandonment, Grantee agrees to file in the deed records of Walker County, Texas, a release of this easement. Abandonment may be deemed to have occurred when said easement is not used for the purposes herein granted for a continuous period of one year.

12. Grantee shall pay and discharge any and all taxes, general and special assessments and other charges which during the term of this easement may be levied on or assessed against the Property or the facilities constructed thereon, provided such taxes result from Grantee's use of this easement. Grantee shall pay such taxes, charges and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Grantee shall have the right in good faith, at its sole cost and expense, to contest any such taxes, charges and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owned. Grantee agrees to and shall protect and hold the Grantor harmless from liability for any and all such taxes, charges and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

13. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from its own acts or omissions related to its exercise of the rights granted herein to. To the extent permitted by law, Grantee agrees to and shall indemnify and hold the Grantor, the Grantor's officers, agents and employees harmless from and against claims, suit, costs, liability or damages of any kind, including strict liability claims, without limit and without regard to cause of the damages or the negligence of any party, except for the consequences of the negligent acts or willful misconduct of the Grantor, the Grantor's officers, agents, employees or invitees, arising directly or indirectly from Grantee's use of the premises (or any adjacent or contiguous land) or from any breach by Grantee of the terms, covenants or conditions contained herein, the provision of this section shall survive expiration or earlier termination of this easement.

14. Grantee shall use the highest degree of care and all appropriate safeguards to (i) prevent pollution of air, ground and water in and around the Property and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the Texas Department of Criminal Justice and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Property or adjacent property which is the result of Grantee's (or Grantee's employees, contractors and agents) acts or omissions, Grantee shall immediately notify the Grantor, use all means reasonable available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

15. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915: §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2002 SUPP.). BEFORE BREAKING GROUND ON THE PROPERTY GRANTEE WILL NOTIFY GRANTOR AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS NATURAL RESOURCES CODE, CHAPTER 191, §191.0525.

16. Grantee has inspected the physical and topographic condition of the property and accepts the same "as is", in its existing physical and topographic condition. The grantor disclaims any and all warranties of habitability, merchantability, suitability, fitness for any purpose, and any other warranty whatsoever not expressly set forth in this easement. The Grantor and Grantee hereby agree and acknowledge that the use of the term "Grant" in no way implies that this easement is free of liens, encumbrances and/or prior rights. Notice is hereby given to Grantee that any prior grant and/or encumbrance may be of record and Grantee is advised to examine the records in the Archives and Records Division of the Texas General Land Office, 1700 North Congress Avenue, Austin, Texas, 78701, and all other land title records of the county in which the property is located, the provisions of this section shall survive expiration or earlier termination of this agreement.

17. If the Grantee injures or destroys any fences, bridges, buildings, or other structures on any right-of-way over public lands (other than the structures constructed by the Grantee) the Grantee shall, within a reasonable time, rebuild and repair the same to the extent that they will be in as good condition as they were before the Grantee injured or destroyed them or pay the rightful owner of such structure for the damages sustained as the result thereof. The Grantee shall pay to the Texas Board of Criminal Justice, for the benefit of the Texas Department of Criminal Justice Operating Expenses, the amount of actual damages done to state-owned fences, bridges, buildings, and other improvements, timber, growing crops, and livestock (other than property belonging to the Grantee) by reason of the constructing, erecting, maintaining, repairing, placing, and rebuilding of a facility; provided that structures repaired by the Grantee as prescribed above shall not be included.

18. Grantee shall have the right to remove any of its own property from said right-of-way, upon termination or abandonment of this easement. If Grantee removes any pipes, poles or other equipment or structures, causing injury thereby to Grantor's surface or improvements thereon, Grantee shall restore same within one hundred eighty (180) days following injury.

EXECUTED this 18 day of December, 2008.

VOL. 4076 PAGE 433

TEXAS BOARD OF CRIMINAL JUSTICE

By: *Oliver J. Bell*  
Oliver J. Bell, Chairman

APPROVED AS TO LOCATION AND DESCRIPTION:

By: *Michael Corley*  
Michael Corley  
TDCJ Agribusiness, Land and Minerals

APPROVED AS TO LEGAL FORM:

By: *Michael W. McManus*  
Michael W. McManus  
Deputy General Counsel  
Texas Department of Criminal Justice

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

Before me, the undersigned authority, on this day personally appeared Oliver J. Bell, Chairman of the Texas Board of Criminal Justice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of December, 2008.



*Susan J. McHenry*  
Notary Public, State of Texas  
Printed Name: Susan J. McHenry  
My Commission Expires: 5-12-2010

PLEASE RETURN TO:  
Cherrel Langley  
Agribusiness, Land and Minerals  
2405 Ave. I, Ste. E  
Huntsville, Texas 77342  
(936) 437-5461

City of Amarillo  
P. O. Box 1001  
Amarillo, Texas 79103

Return to  
COUNTY CLERK  
City Secretary, C. J. ...  
P. O. Box 1071  
Amarillo, Texas 79103

4

COUNTY CLERK'S MEMO  
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## " PUBLIC UTILITY EASEMENT "

SECTION 71, BLOCK 2, A.B. & M. SURVEY  
POTTER COUNTY, TEXAS**EASEMENT DESCRIPTION: (3.19 ACRES)**

Being a tract or parcel in the South part of Section 71, Block 2, A.B. & M. Survey, Potter County, Texas and being described as follows:

COMMENCING at a 1/2 inch iron rod found with a cap marked Kelley, the Southeast corner of said Section 71, from this point a 1/2 inch iron rod found with a cap marked Kelley, the Southwest corner of said Section 71 bears North 89 degrees 50 minutes 37 seconds West (bearing basis from right of way map of Spur 591), 5279.96 feet;

THENCE North 89 degrees 50 minutes 37 seconds West, 195.0 feet along the South line of Section 71 to a point;

THENCE North 00 degree 09 minutes 23 seconds East, 60.0 feet to a point in the North Right of Way line of Spur 591, the Southwest corner of an easement of record Volume 2617, Page 604 of the Official Public Records of Potter County for the Southeast corner of this tract and the PLACE OF BEGINNING;

THENCE North 89 degrees 50 minutes 37 seconds West, 3002.73 feet along the North Right of Way line of Spur 591 a point for the Southwest corner of this tract, from this point the center of a manhole cover bears North 60 degrees 11 minutes East, 43.86 feet;

THENCE North 00 degree 09 minutes 12 seconds East, 1006.4 feet to a point for the Northwest corner of this tract, from this point the center of a manhole cover bears South 75 degrees 05 minutes East, 39.30 feet;

THENCE South 89 degrees 50 minutes 37 seconds East, 50.0 feet to a point for the Northerly Northeast corner of this tract;

THENCE South 00 degree 09 minutes 12 seconds West, 976.4 feet to a point for the interior corner of this tract;

THENCE South 89 degrees 50 minutes 37 seconds East, 2952.74 feet along a line 30.0 feet North of and parallel to the North right of way line of Spur 591 to a point in the West line of the aforesaid easement of record Volume 2617, Page 604 of the Official Public Records for the Easterly Northeast corner of this tract;

THENCE South 00 degree 09 minutes 23 seconds West, 30.0 feet to the PLACE OF BEGINNING.

  
Andy Dorsey, R.P.L.S.  
Reg. No. 1912

10-14-08  
Date

Field Complete: October 10, 2008

## Hagar, Brown & Dorsey, LLC.

LAND SURVEYORS

P.O. Box 1248  
Hereford, Texas 79045  
(806) 384-8084  
(806) 384-8088 FAX

Sheet  
Drawn By:  
File: A6350.dwg

1 of 4  
JA

4713 S. Western St.  
Amarillo, Texas 79109  
(806) 352-8040  
(806) 352-1008 FAX

Plot No. A6350  
Plot Date: 10/14/2008

" EXHIBIT "   
 POTTER COUNTY, Texas

SECTION 71, BLOCK 2   
 A.B. & M. SURVEY   
 POTTER COUNTY, TEXAS

S 89°50'37" E - 50.0'

S 75°05' E - 39.3'

50'

S 00°09'12" W - 976.4'   
 N 00°09'12" E - 1006.4'

PROPOSED EASEMENT   
 SEE EXHIBIT SHEET 4 OF 4

TEXAS DEPARTMENT OF CORRECTIONS   
 VOLUME 1966, PAGE 215

EXISTING EASEMENT - VOLUME 2617, PAGE 604

S 89°50'37" E - 2952.74'   
 N 89°50'37" W - 3002.73'

9/4" VOLUME 2135, PAGE 263

SOUTH LINE OF SECTION 71 - N 89°50'37" W - 5279.96'

PAVED ROAD

1.35' 75' 1.35'

PLACE OF BEGINNING   
 N 00°09'24" E - 60.0'

N 89°50'37" W - 195.0'

1/2" Iron Rod (1503)   
 SOUTHEAST CORNER   
 SECTION 71

SPUR HIGHWAY 591 aka N.E. 24th AVENUE

72

61



Scale 1" = 300'   
 © = Monument found as noted

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Hagar, Brown & Dorsey, LLC.   
 LAND SURVEYORS

P.O. Box 124B Street 2 of 4 4713 S. Western St.   
 Hereford, Texas 78045 Amarillo, Texas 79109   
 (800) 364-6084 Drawn By: JA (800) 362-8040   
 (800) 364-6088 FAX File: A6350.dwg (800) 362-1008 FAX

## " PUBLIC UTILITY EASEMENT "

SECTION 71, BLOCK 2, A.B. & M. SURVEY  
POTTER COUNTY, TEXAS*EASEMENT DESCRIPTION: (1.23 ACRES)*

Being a tract or parcel in the South part of Section 71, Block 2, A.B. & M. Survey, Potter County, Texas and being described as follows:

COMMENCING at a 1/2 inch iron rod found with a cap marked Kelley, the Southeast corner of said Section 71, from this point a 1/2 inch iron rod found with a cap marked Kelley, the Southwest corner of said Section 71 bears North 89 degrees 50 minutes 37 seconds West (bearing basis from right of way map of Spur 591), 5279.96 feet;

THENCE North 89 degrees 50 minutes 37 seconds West, 195.0 feet along the South line of Section 71 to a point;

THENCE North 0 degree 09 minutes 23 seconds East, 60.0 feet to a point in the North Right of Way line of Spur 591, the Southwest corner of an easement of record Volume 2617, Page 604 of the Official Public Records of Potter County;

THENCE North 89 degrees 50 minutes 37 seconds West, 3002.73 feet along the North Right of Way line of Spur 591 a point for the Southeast corner of this tract and the PLACE OF BEGINNING, from this point the center of a manhole cover bears North 60 degrees 11 minutes East, 43.86 feet;

THENCE North 89 degrees 50 minutes 37 seconds West, 1771.95 feet along the North Right of Way line of Spur 591 to a point for the Southwest corner of this tract, from this point the center of a manhole cover bears South 80 degrees 55 minutes West, 58.9 feet;

THENCE North 44 degree 49 minutes 13 seconds West, 42.41 feet along an East right of way line of Loop 335 to a point for the Northwest corner of this tract;

THENCE South 89 degrees 50 minutes 37 seconds East, 1801.92 feet along a line 30.0 feet North of and parallel to the North right of way line of Spur 591 to a point for the Northeast corner of this tract;

THENCE South 00 degree 09 minutes 12 seconds West, 30.0 feet to the PLACE OF BEGINNING.

## Hagar, Brown & Dorsey, LLC.

LAND SURVEYORS

P.O. Box 1248  
Hereford, Texas 79045  
(806) 364-6084  
(806) 364-6088 FAX

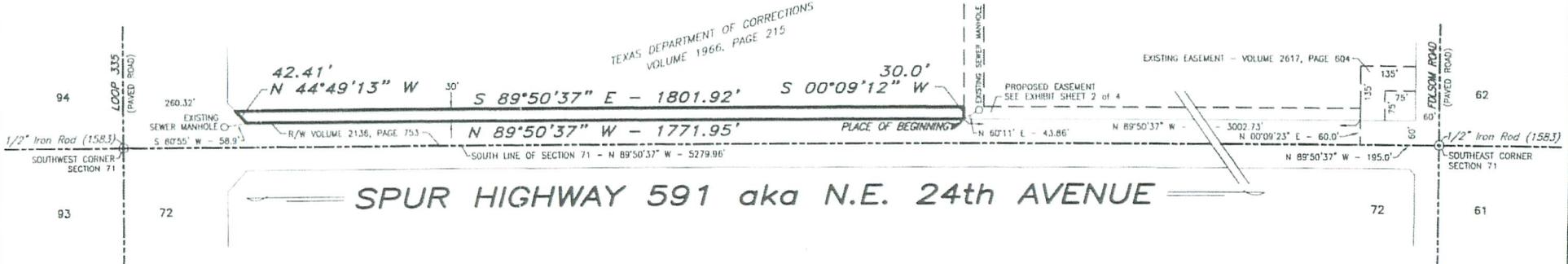
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File: A6350.dwg

3 of 4

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" EXHIBIT "  
POTTER COUNTY, Texas

SECTION 71, BLOCK 2  
A.B. & M. SURVEY  
POTTER COUNTY, TEXAS



TEXAS DEPARTMENT OF CORRECTIONS  
VOLUME 1966, PAGE 215

EXISTING EASEMENT - VOLUME 2617, PAGE 604

PROPOSED EASEMENT  
SEE EXHIBIT SHEET 2 of 4

SPUR HIGHWAY 591 aka N.E. 24th AVENUE

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Scale 1" = 300'

⊙ = Monument found as noted

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4 of 4  
JA

4713 S. Western St.  
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(806) 352-1008 FAX

VOL. 4076 PAGE 437

Filed AND Recorded  
OFFICIAL PUBLIC RECORDS  
On: Feb 06 2009 at 08:40A

Receipt# - 126388

Document Number 01144259:

Amount 39.00

Julie Smith  
County Clerk, Potter County

by \_\_\_\_\_, Deputy

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 \_\_\_\_\_ 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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