

THE CITY OF AMARILLO, TEXAS
Final Distribution Memorandum

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

September 20, 2010

TO: Final Distribution List

FROM: Planning Department

SUBJECT: D-10-16 Dedication of a 20ft. SPS Utility Easement, in Lot 1, Block 23, Hillside Terrace Estates Unit No. 11, in Section 64, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Digby Lane & Saxon Way)

GRANTOR: City of Amarillo

The City Commission approved the above item on September 7, 2010. The dedication instrument was filed of record in Official Public Records, Randall County in Volume 2010015593. Copies of the instrument and vicinity sketch are attached. Please post your records accordingly.



Kelley Shaw, Planning Director

SOUTHWESTERN PUBLIC SERVICE COMPANY
UTILITY EASEMENT

The following persons or entities: CITY OF AMARILLO, TEXAS

(collectively, "the Grantor", whether one or more) for the sum of Ten
Dollars (\$ 10.00) by this instrument, grant to SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico
corporation ("SPS"), the address of which is Post Office Box 1261, Amarillo, Texas 79170, an easement upon, under, over,
and across property owned by Grantor and located in the County of Randall, State
of Texas, which property (the "Property") is described as follows:
(Describe only the part of Grantor's Property covered by this easement)

A block of land twenty (20) feet wide by twenty (20) feet long located on Lot 1, Block
23, Hillside Terrace Estates Unit No. 11, out of Section 64, Block 9, B.S. & F. Survey,
Randall County, Texas, described as follows:

BEGINNING ten (10) feet north along the western property line on the southwest property
corner, as seen in Exhibit "A".

The actual location of underground primary cable, conduit, and padmount transformers
shall locate, define, and establish the centerline of this easement.

The Easement granted by this instrument (the "Easement") is subject to the following conditions:

1. SPS has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable of number of conductors or wires, insulators, crossarms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to electric energy or communication.
2. SPS has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of Utility Facilities on the Property on which the Easement is located.
3. SPS will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation.
4. SPS shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned and removed, at which time all right, title, and interest of SPS in the Property will revert to the party that then owns the Property.
5. Grantor will have the right to use the Property for any purposes consistent with the rights granted to SPS by the Easement, if Grantor's use does not endanger or interfere with SPS's use of the Easement.
6. SPS has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of SPS and SPS's successors and assigns.
7. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.
8. Upon completion of construction, SPS will reasonably compensate Grantor (or Grantor's tenant pursuant to any applicable lease agreement) for actual loss of crops or damage to crops on the Property caused by construction of Utility Facilities on the Property.
9. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to SPS by this instrument.

Signed on the 8th day of September, 20 10.

[Signature]
W. JEFFREY ATKINSON
INTERIM CITY MANAGER



EASE
3 PGS
2010015593



FOR BUSINESSES ONLY:

ATTEST: Donna DeRight
City Secretary
STATE OF: Texas
COUNTY OF: Potter

ACKNOWLEDGEMENTS

GRANTOR'S NAME: CITY OF AMARILLO
By: [Signature]
Printed Name: W. JOHNETT ATKINSON
Title: CITY MANAGER

This instrument was acknowledged before me on September 8 2010 by W. JOHNETT ATKINSON of CITY OF AMARILLO a MUNICIPALITY corporation, on behalf of said corporation.

Notary Public, State of _____

FOR INDIVIDUALS ONLY:

STATE OF: _____
COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ 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.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____
COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ 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.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____
COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ 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.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____
COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ 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.

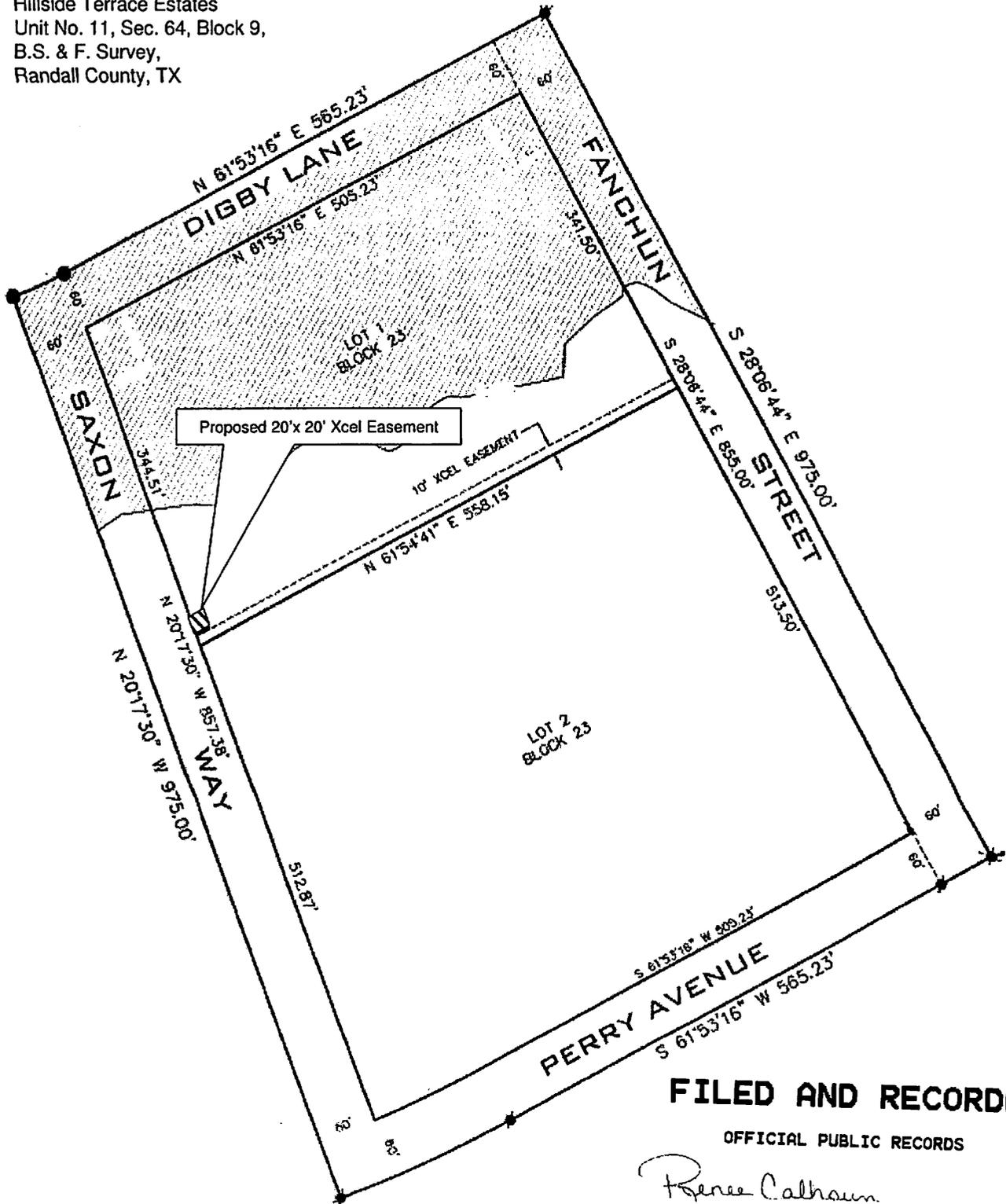
Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

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

Exhibit "A"

XCEL ENERGY ESMT. FOR
HILLSIDE CITY PARK:
Hillside Terrace Estates
Unit No. 11, Sec. 64, Block 9,
B.S. & F. Survey,
Randall County, TX



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Renee Calhoun

September 13, 2010 09:08:13 AM

FEE: \$24.00

2010015593

Renee Calhoun County Clerk
Randall County TEXAS