

THE CITY OF AMARILLO, TEXAS

INTERDEPARTMENTAL OFFICE COMMUNICATION

November 8, 2012

TO: Final Distribution

FROM: Planning Department

SUBJECT: L-12-10 License and Hold Harmless to encumber subsurface, surface, and air space for an existing structure located in a public utility easement on the north five feet of Lot 5, Block 23, Country Club District, in Section 226, Block 2, AB&M Survey, Potter County, Texas.

APPLICANT: John Emmitt

The City Manager approved the above-mentioned item on October 30, 2012. The instrument was filed of record in the Official Public Records of Potter County as instrument number 1225275 on November 5, 2012. Please post your recordings accordingly.



Kelley Shaw, Planning Director

10/25/12 CWD

LICENSE AND HOLD HARMLESS AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

This license is made by and between the City of Amarillo, a Texas municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called LICENSOR, and John Emmitt, hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

W I T N E S S E I H:

I.

For and in consideration of the covenants herein contained and the full and faithful performance of the same, LICENSOR hereby grants a license to LICENSEE to maintain and use certain air, surface, and subsurface space encumbrances being an existing structure located on, in, and over the public utility easement positioned across the north five feet of Lot 5, Block 23, Country Club District, in Section 226, Block 2, AB&M Survey, Potter County, Texas.

1.1 The general location and details of the above-described encumbrances are shown on the attached Exhibit A. This license supercedes any prior Agreement or license pertaining to the described location and use.

1.2 The term of this license shall be for a period of one (1) year from the effective date hereof and shall be automatically extended for successive one year periods provided, however, either party may terminate this Agreement by providing written notice of termination to the other party on or before thirty (30) days prior to the end of any annual term.

II.

This license is granted upon LICENSEE'S Agreement to strictly comply with the following terms and conditions:

2.1 This license shall not be assigned, sold or in any other manner transferred without the prior written consent of the LICENSOR.

2.2 LICENSEE agrees that as between LICENSEE and LICENSOR, LICENSEE shall save LICENSOR harmless from any and all liability for personal injuries, property damage or loss of life or property resulting from, or in any manner connected with, LICENSEE'S maintenance and use of the above-described intrusions into the public right-of-way.

2.3 LICENSEE shall give LICENSOR prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or may affect LICENSOR. To the extent that LICENSEE fails to assume the defense of LICENSOR in a timely manner, LICENSOR shall have the right to compromise and defend the same to the extent of its own interest without waiving its right to call upon LICENSEE for defense or indemnity.

2.4 LICENSOR retains the right to require the removal of any or all of the intrusions into the public right-of-way should LICENSOR find after a public hearing dealing with the matter that said intrusions into the public right-of-way unreasonable interferes with the public's use of its right-of-way or in any other way hampers the public's rights.

2.5 LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors. LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE'S facilities due to entry of the LICENSOR onto the right-of-way for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the

public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the right-of-way.

2.6 Any notice required by this Agreement shall be sufficient if served by certified or registered United States mail on City Manager of the City of Amarillo, P.O. Box 1971, Amarillo, Texas, 79105-1971; or upon John Emmitt, 108 Wayside Drive, Amarillo, TX 79106-6425.

2.7 LICENSEE'S failure to perform any of the duties imposed hereby shall constitute a breach of this Agreement and shall be a cause for revocation of this license if said breach is not cured within ten (10) days of notice of said breach. In the event legal proceedings are necessary to enforce LICENSOR'S rights under this Agreement, all costs, including reasonable attorneys' fees, shall be paid by LICENSEE.

EXECUTED by the last of the parties to sign on this 30th day of October, 2012.

ATTEST:

Donna DeRight
Donna DeRight, City Secretary

CITY OF AMARILLO

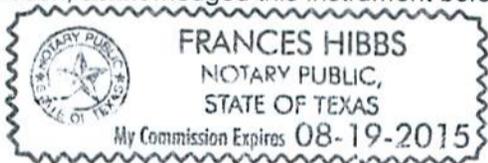
By: W. Jarrett Atkinson
W. Jarrett Atkinson, City Manager

John Emmitt
John Emmitt

THE STATE OF TEXAS)

COUNTY OF POTTER)

W. Jarrett Atkinson, City Manager of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation, acknowledged this instrument before me on the 30 day of October, 2012.

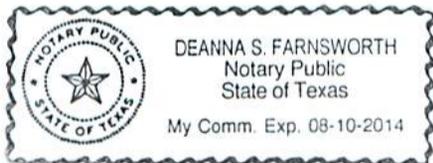


Frances Hibbs
Notary of Public in and for
The State of Texas

THE STATE OF TEXAS)

COUNTY OF Potter)

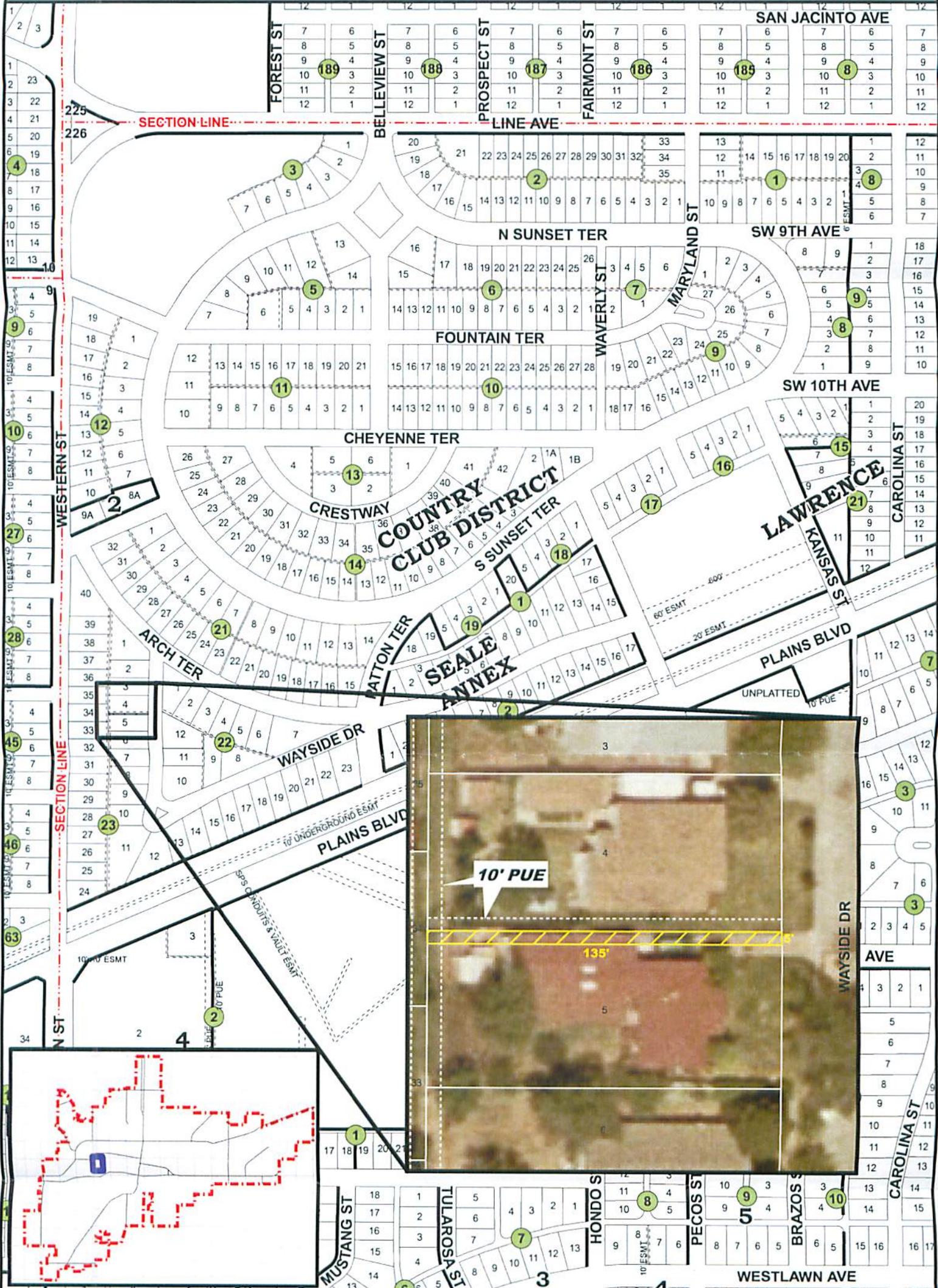
This instrument was acknowledged before me on the 17th day of October, 2012 by John Emmitt.



Deanna S. Farnsworth
Notary of Public in and for
The State of Texas

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

License & Hold Harmless



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Exhibit A

Scale: 1" = 400'
Date: 10-24-12
Case No: L-12-10



L-12-10 License and Hold Harmless to encumber air, surface, and subsurface space for an existing structure on, in, and over the public utility easement positioned across the north five feet of Lot 5, Block 23, Country Club District, in Section 226, Block 2, AB&M Survey, Potter County, Texas.

Vicinity: Wayside Dr. & Arch Ter.

Applicant: John Emmitt

AP: L-22

FILED and RECORDED

Instrument Number: 1225275

Filing and Recording Date: 11/05/2012 11:02:27 AM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Potter County, Texas.



A handwritten signature in cursive script that reads "Julie Smith".

Julie Smith, County Clerk
Potter County, Texas

DO NOT DESTROY - This document is part of the Official Public Record.

dorear