

# THE CITY OF AMARILLO, TEXAS

## *INTERDEPARTMENTAL OFFICE COMMUNICATION*

August 15, 2013

**TO:** Final Distribution

**FROM:** Planning Department

**SUBJECT:** L-13-01 License and Hold Harmless to encumber surface and subsurface for four new monitoring wells and six existing monitoring wells in various rights-of-way in Sections 123 and 124, Block 2, AB&M Survey, Potter County, Texas.

**APPLICANT:** Chevron Environmental Management Company

The City Manager approved the above-mentioned item on July 31, 2013. The instrument was filed of record in the Official Public Records of Potter County as Instrument Number 1241032 on August 5, 2013. Please post your recordings accordingly.



Kelley Shaw, Planning Director

6/7/2013 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 Chevron Environmental Management Company, hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

**W I T N E S S E T H:**

I.

For and in consideration of the annual sum of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00), the first payment being due and payable upon execution of this document and successive like payments each being due thereafter on the anniversary date of this agreement, and of the covenants herein contained and the full and faithful performance of the same, LICENSOR hereby grants a license to LICENSEE to construct, maintain, and use certain surface and subsurface encumbrances on public property, located in Sections 123 and 124, 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 Exhibits A and B.

1.2 This license supersedes prior agreements or licenses described below which are hereby terminated to wit:

- Amendment to License and Hold Harmless Agreement filed of record on July 19, 2010 as Volume 4236, Pages 319-323 in the official public records of Potter County, Texas; and
- License and Hold Harmless Agreement filed of record on January 6, 2009 as Volume 4065, Pages 130-135 in the official public records of Potter County, Texas.

1.3 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 Gary Jacobson, Assistant Secretary, Chevron Environmental Management Company, 4800 Fournace Place, E530A, Bellaire, TX 77401.

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 31 day of July, 2013.

ATTEST:

Frances Hibbs  
Frances Hibbs, City Secretary

CITY OF AMARILLO

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

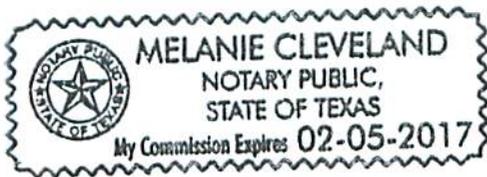
Chevron Environmental Management Company

By: Gary Jacobson  
Gary Jacobson, Assistant Secretary

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 31<sup>st</sup> day of July, 2013.



Melanie Cleveland  
Notary of Public in and for  
The State of Texas

THE STATE OF TEXAS )

COUNTY OF Harris )

This instrument was acknowledged before me on the 8 day of July, 2013 by Gary Jacobson, Assistant Secretary, Chevron Environmental Management Company, on behalf of said entity.



Kimberley G. Hawkins  
Notary of Public in and for  
The State of Texas

# FILED and RECORDED

Instrument Number: 1241032

Filing and Recording Date: 08/05/2013 09:20:37 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".

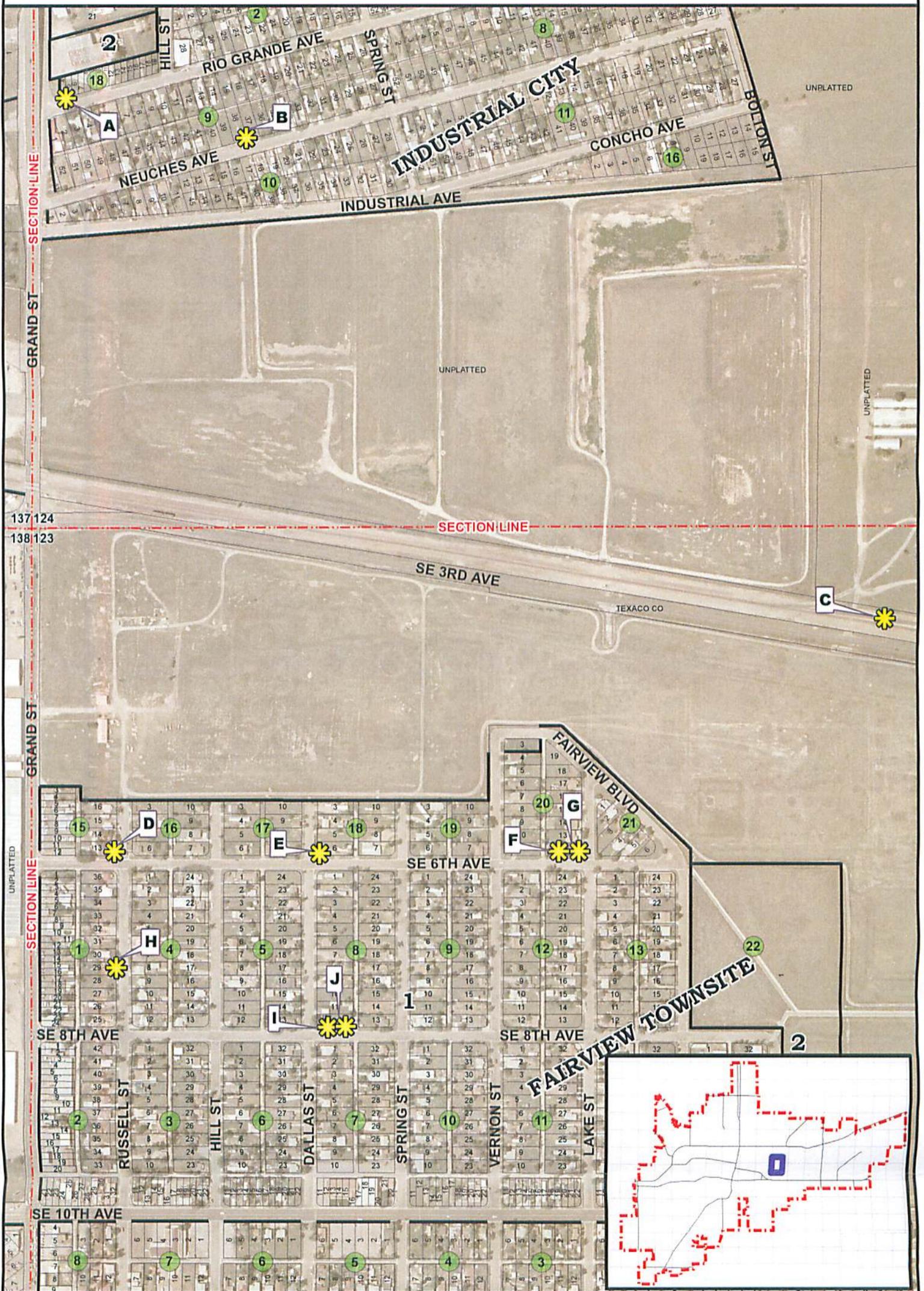
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Julie Smith, County Clerk  
Potter County, Texas

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

lhinojosa

# EXHIBIT A



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale: 1" = 450'  
Date: 7-2-13  
Case No: L-13-01



L-13-01 License and Hold Harmless to encumber surface and subsurface of public ROW for 10 monitoring wells in Section 123 and 124, Block 2, AB&M Survey, Potter County, Texas.

Applicant: Chevron Environmental Management Company

AP: Q-11 & Q-12