

THE CITY OF AMARILLO, TEXAS

INTERDEPARTMENTAL OFFICE COMMUNICATION

February 27, 2015

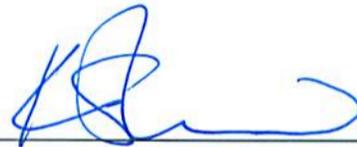
TO: Final Distribution

FROM: Planning Department

SUBJECT: L-15-03 License and Hold Harmless to encumber surface and subsurface for seven directional signs in Wallace Boulevard, Hagy Boulevard, and a 20-foot public sanitary sewer easement in Sections 26 and 43, Block 9, BS&F Survey, Potter County, Texas.

APPLICANT: The Don & Sybil Harrington Regional Medical Center at Amarillo, Inc.

The City Manager approved the above-mentioned item on February 19, 2015. The instrument was filed of record in the Official Public Records of Potter County as Instrument Number 1270006 on February 23, 2015. Please post your recordings accordingly.



Kelley Shaw, Planning Director



2/6/2015 by: Mun

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 The Don and Sybil Harrington Regional Medical Center at Amarillo, Inc., a Texas non-profit corporation, hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

WITNESSETH:

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 construct, maintain and use, certain encumbrances and intrusions being seven (7) Harrington Regional Medical Center directional signs in Wallace Blvd., Hagy Blvd., and a twenty (20) foot public sanitary sewer easement, all of which are located in portions of Sections 26 and 43, Block 9, BS&F Survey, Potter County, Texas and as further identified in Exhibits B thru H attached to this agreement.

1.1 The general location and details of the above-described encumbrances and intrusions are shown on the attached Exhibit A.

1.2 This license supersedes any prior Agreement or license described below which are hereby terminated to wit:

- License and Hold Harmless Agreement filed of record on November 20, 2009 as Volume 4169, Pages 220-226 in the official records of Potter County.

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.

1.4 The required annual license fee for this agreement is waived by the City because the applicant is a nonprofit entity providing charitable services at the location.

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. Notwithstanding paragraph 2.7 below breach of this condition shall immediately terminate this license and shall require restoration of the premises to the condition, which existed prior to the execution of this Agreement. Upon failure to restore said property as above state, LICENSOR may perform such restoration at the expense of the then owner of such property being restored.

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 encumbrances and intrusions into the public right-of-way and easement.

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 encumbrances and intrusions into the public right-of-way or easement should LICENSOR find after a public hearing dealing with the matter that said encumbrances and intrusions into the public right-of-way or easement unreasonable interferes with the public's use of its right-of-way or easement 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 and easement 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 encumbrances and intrusions due to entry of the LICENSOR onto the right-of-way or easement for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way or easement. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the rights-of-way and public utility easement.

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 Marvin Franz, Executive Director, Harrington Regional Medical Center, Inc., P.O. Box 51794, Amarillo, Texas, 79159.

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 of breach, LICENSEE agrees to remove all encumbrances and intrusions from the right-of-way and easement no later than thirty (30) days from its failure to cure the breach as provided above. 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 19 day of February, 2015.

CITY OF AMARILLO

ATTEST

Frances Hibbs
Frances Hibbs, City Secretary

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

THE DON AND SYBIL HARRINGTON REGIONAL MEDICAL CENTER AT AMARILLO, INC.

By: Marvin Franz
Marvin Franz, Executive Director

THE STATE OF TEXAS §
COUNTY OF POTTER §

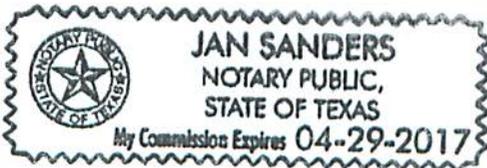
W. Jarrett Atkinson, City Manager of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation, acknowledged this instrument before me on the 19 day of February, 2015.



Liz Swearingen
Notary of Public in and for The State of Texas

THE STATE OF TEXAS §
COUNTY OF POTTER

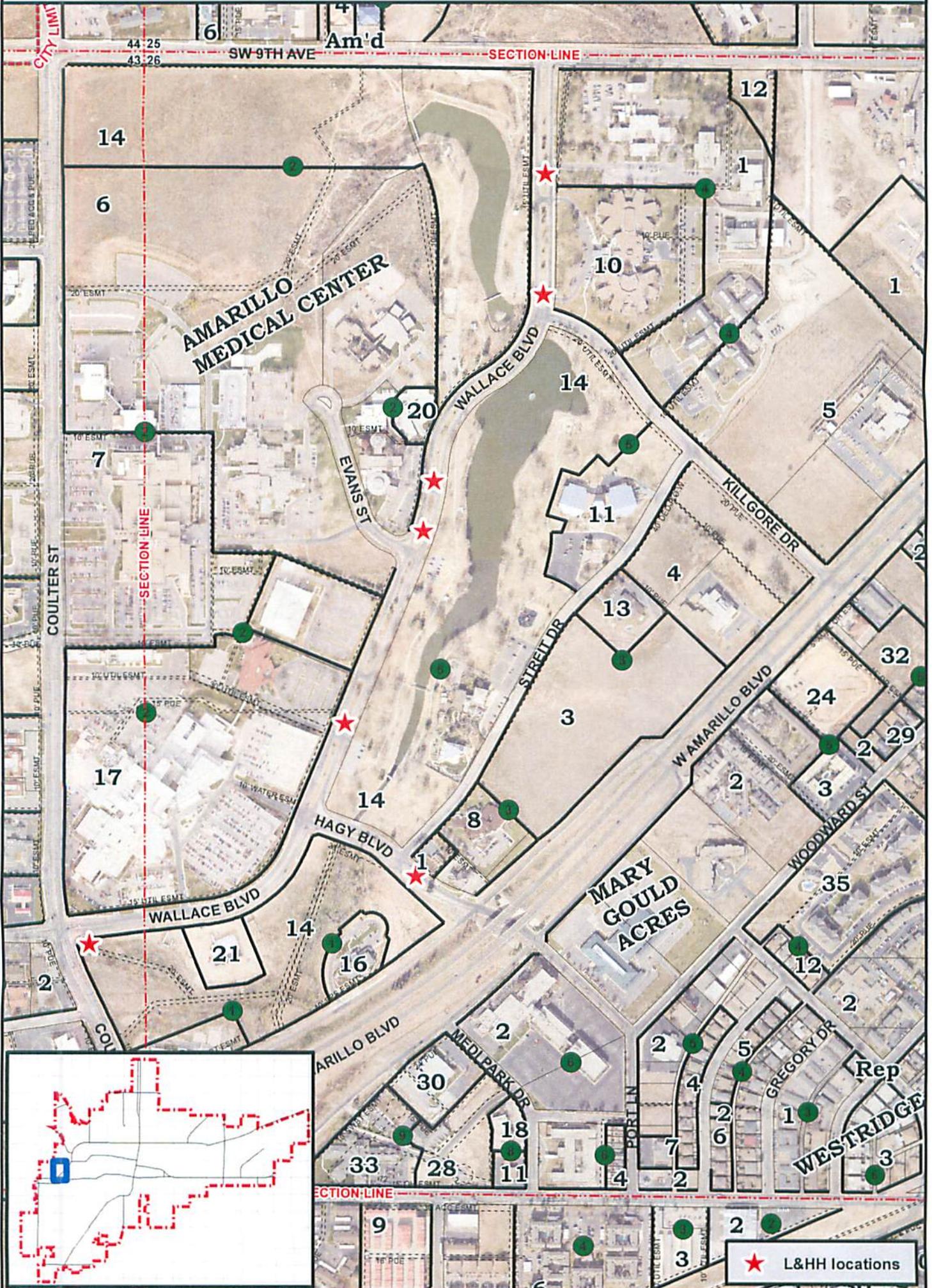
This instrument was acknowledged before me on the 16th day of February, 2015 by Marvin Franz, Executive Director, The Don and Sybil Harrington Regional Medical Center at Amarillo, Inc. on behalf of said entity.



Jan Sanders
Notary of Public in and for The State of Texas

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

LICENSE & HOLD HARMLESS



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 550'
 Date: 2-3-15
 Case No: L-15-03

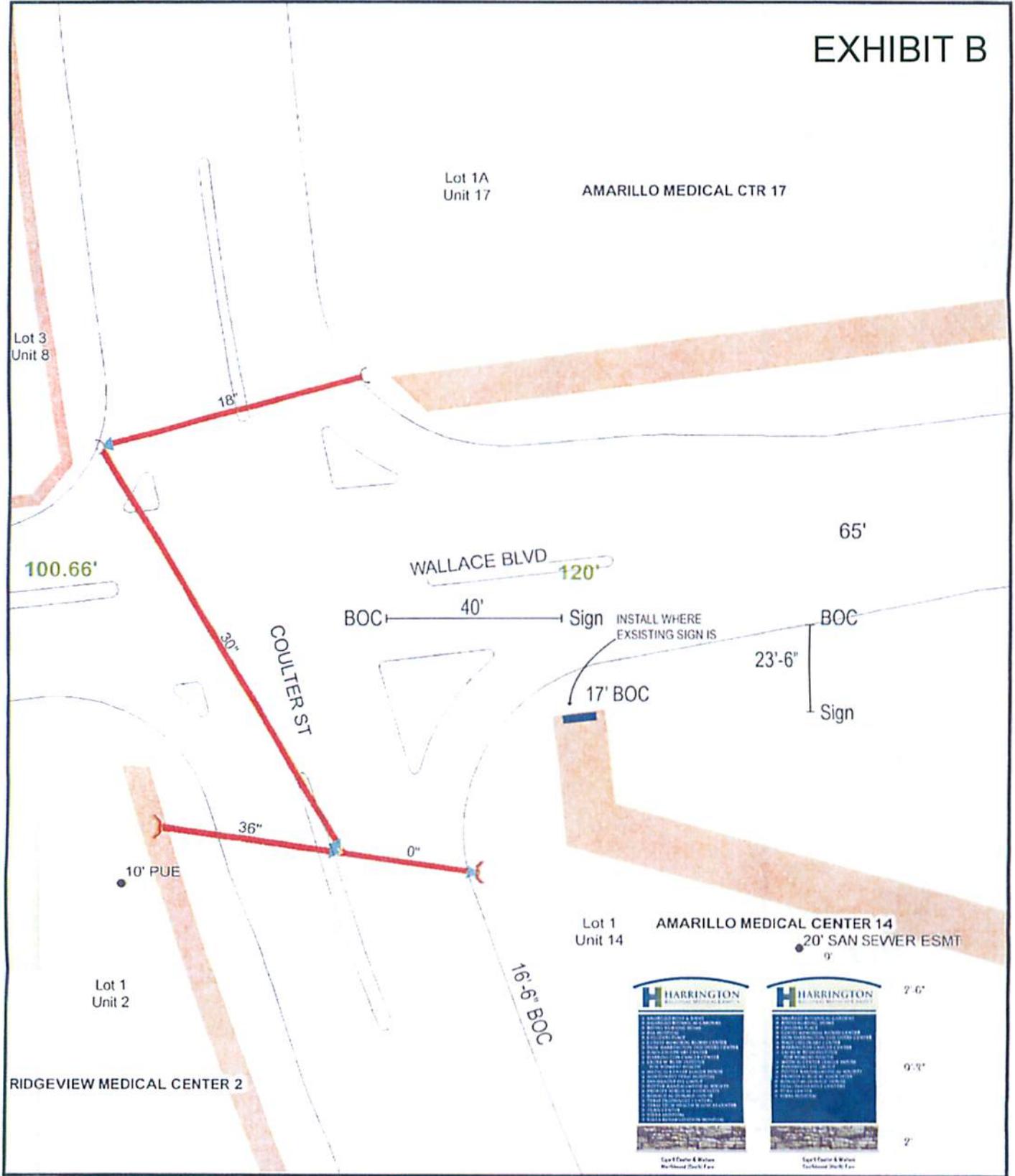


EXHIBIT A

L-15-03 License and Hold Harmless to encumber subsurface and surface with directional signs in the rights-of-way of Wallace Blvd., Hagy Blvd., and a 20 foot public sanitary sewer easement, all of which are located in portions of Section 26 and 43, Block 9, BS&F Survey, Potter County, Texas.

Vicinity: Coulter St, Wallace Blvd, & Hagy Blvd.

EXHIBIT B

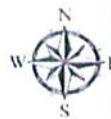


Legend

Storm_Main
MAIN_TYPE

GRAVITY

EDGE



THE CITY OF AMARILLO IS PROVIDING THIS INFORMATION AS A PUBLIC SERVICE. THE CITY OF AMARILLO MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF THE DATABASE INFORMATION PROVIDED HEREIN. ANY USE OR RELIANCE ON THIS INFORMATION CONTAINED IN IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF AMARILLO, ITS OFFICIALS, OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS, OR VARIANCES THAT MAY EXIST.

1 inch = 50 feet

HARRINGTON
MEDICAL CENTER 14

2'-6"

9'-9"

2'

Cap & Manhole
Manhole Deck Fee

Cap & Manhole
Manhole Deck Fee

Lot 1 Unit 14 AMARILLO MEDICAL CENTER 14
20' SAN SEWER ESMT

RIDGEVIEW MEDICAL CENTER 2

Lot 1 Unit 2

Lot 3 Unit 8

Lot 1A Unit 17

AMARILLO MEDICAL CTR 17

COULTER ST

WALLACE BLVD

BOC

120'

65'

BOC

23'-6"

Sign

17' BOC

0"

30"

36"

10' PUE

19'-6" BOC

100.66'

18"

EXHIBIT C

Lot 1B
Unit 14

AMARILLO MEDICAL CENTER 14

Lot 2E 10' ESMT
Unit 8

STREIT DR

45'60"

Lot 1
Unit 1

AMARILLO MEDICAL CENTER

15'-6" BOC

10' EASEMENT

Lot 2F
Unit 8

HAGY BLVD

15'-6" BOC

Lot 7
Unit 14

AMARILLO MEDICAL CENTER 14

9'



Sign - 2 Hags & 2 Hrs
Endboard (Wind Free)



Sign - 2 Hags & 2 Hrs
Weathered (End Free)

2'-6"

4'

2'



Legend

Storm_Main

MAIN_TYPE

GRAVITY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1 inch = 50 feet

EXHIBIT D

AMARILLO MEDICAL CENTER 10
 Lot 2A 1001
 Unit 10

AMARILLO MEDICAL CENTER 14
 Lot 5A
 Unit 14 0

15.5' BOC

BOC 28' BOC

KILLGORE DR 49' 80'

15'-6" BOC

9'

AMARILLO HARRINGTON REGIONAL MEDICAL CAMPUS Lot 1 Unit 1

HARRINGTON REGIONAL MEDICAL CAMPUS Lot 1 Unit 1

- TEXAS PEDIATRIC CENTER
- CHILDREN'S PLUMB
- BENTON NURSING HOME
- TEXAS A&M SCIENCE RESEARCH EXTENSION CENTER
- TEXAS A&M VETERINARY DIAGNOSTIC LAB
- AMARILLO HOSPITAL
- LIFE SPACES

- TEXAS CENTER FOR POSTERIOR
- BSA HOSPITAL
- FURMAN WOOD CENTER FOR WOMEN'S HEALTHCARE
- CHELSEA PEAKS
- FOUN HARRINGTON DISCOVERY CENTER

Sign@ Wallace & Kilgore Northbound (South) Face

Sign@ Wallace & Kilgore Southbound (North) Face

2'-6"
 4'
 2'

15' Utility Easement

Legend

Storm_Main
 MAIN_TYPE
 GRAVITY



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1 inch = 50 feet

EXHIBIT E

Lot 2B
Unit 2 Am'd
AMARILLO MEDICAL CENTER 2 AMD

Lot 2E
Unit 17

Lot 1B
Unit 14
AMARILLO MEDICAL CENTER 14

15' Utility Easement

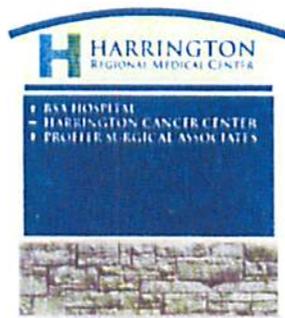
16'-6" BOC

WALLACE BLVD

BOC 28' BOC

126'

10'-6" SIGN 10'-6"
136'



Sign #9 South (North Face)



Sign #9 North (South Face)

22"
4'
2'



Legend

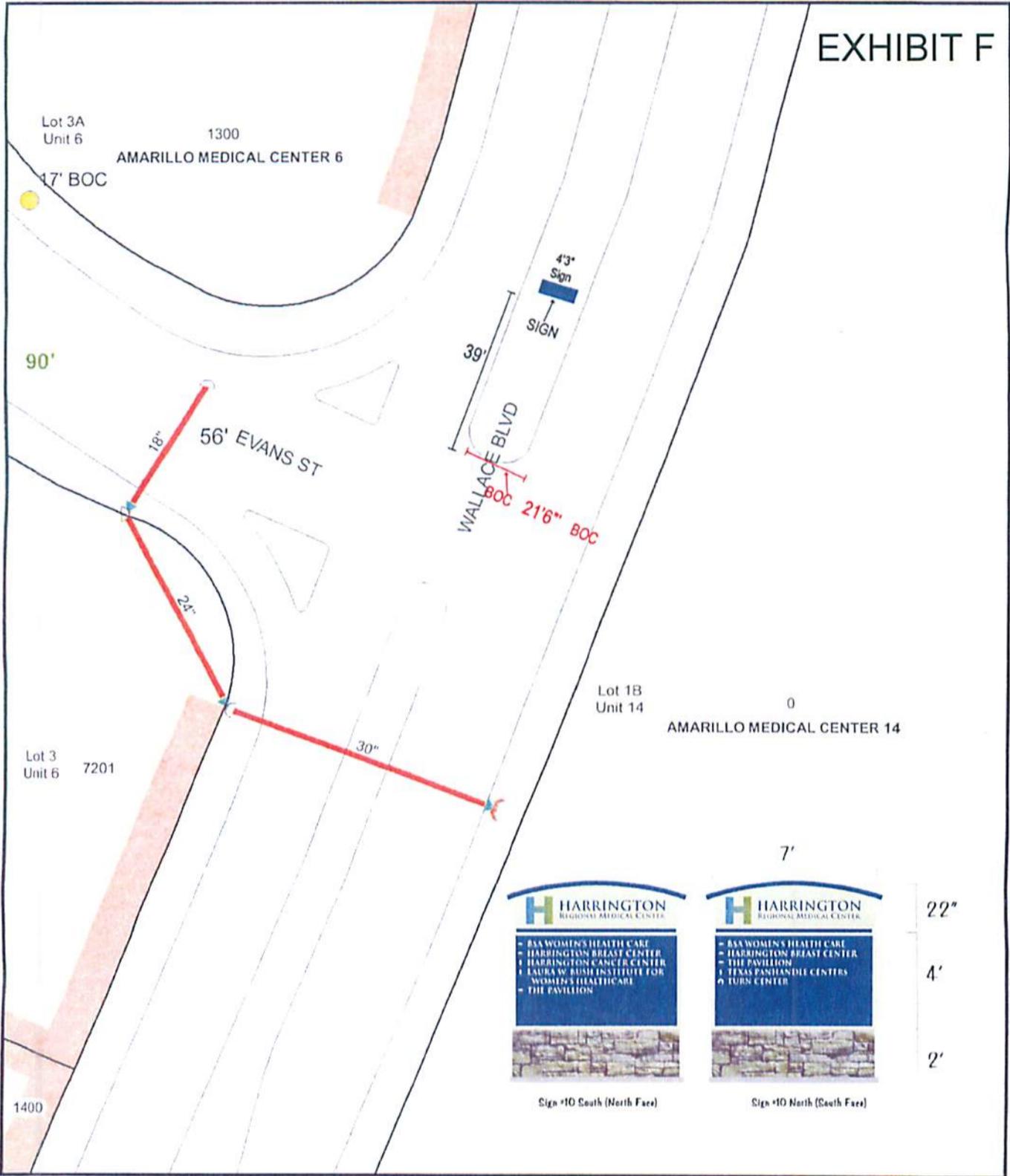
Storm_Main
MAIN_TYPE

GRAVITY
FORCE

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1 inch = 50 feet

EXHIBIT F



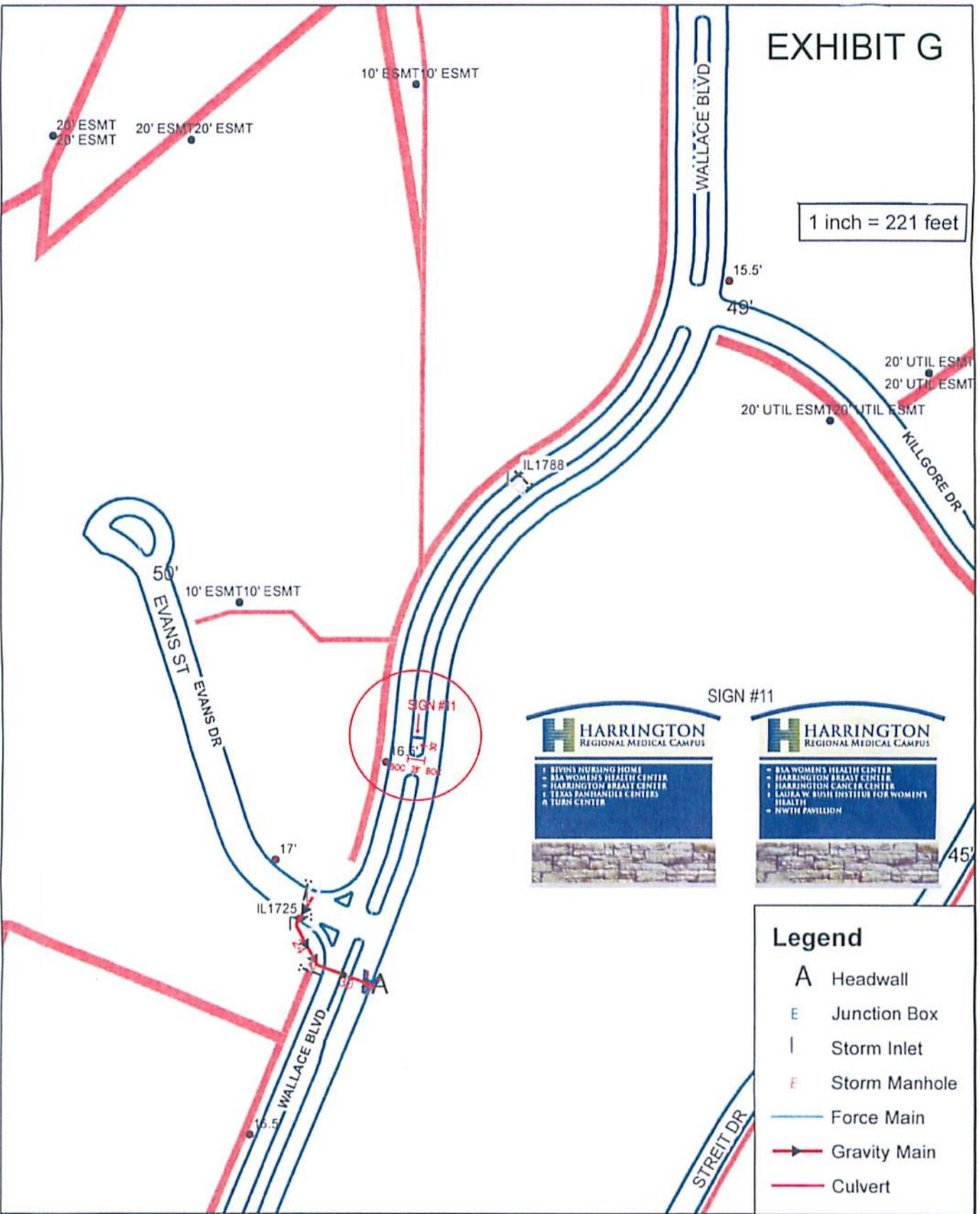
Legend	
Storm_Main	MAIN_TYPE
	GRAVITY
	FORCE

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1 inch = 50 feet

EXHIBIT G

1 inch = 221 feet



Legend	
A	Headwall
E	Junction Box
	Storm Inlet
E	Storm Manhole
— (blue)	Force Main
— (red)	Gravity Main
— (red)	Culvert

Wallace Blvd

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

Date: 1/12/2015



EXHIBIT H



Existing Bivins Nursing Home directional sign located in the public right-of-way of Wallace Boulevard

FILED and RECORDED

Instrument Number: 1270006

Filing and Recording Date: 02/23/2015 09:57:32 AM Pages: 11 Recording Fee: \$52.00

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.

lhinojosa