

EXHIBIT C

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (“Agreement”) is entered into by and between the City of North Richland Hills, Texas (“**City**”), a Texas home-rule City, and Adrian J. Raabe and Timothy J. Raabe (“**Owner**”), individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

On or about November 5, 2014, a utility easement (“**Easement**”) was granted to the City, which easement is filed of record as Instrument D21424270 in the Deed Records of Tarrant County, Texas.

By Ordinance No. 3877, approved on December 9, 2024, the City Council vacated and abandoned in-place a portion of the Easement and determined that the public would be better served and benefited by relinquishing its right to a portion of the Easement and releasing and assigning, by quitclaim deed, all title and control in a portion of the Easement to Owner, who is the owner of the fee estate on which the Easement is located.

The Owner has agreed to release the City from all liability related to the vacating and abandonment of a portion of the Easement, in accordance with applicable law as set forth herein in the Agreement.

AGREEMENT

1. The parties acknowledge and agree that the City has agreed to abandon a portion of the Easement for the purpose of allowing Owner to construct private improvements and landscaping in the previously dedicated Easement.
2. The portion of the Easement to be abandoned shall be vacated of all utilities, in accordance with industry standards and best practices. Upon completion, and inspection by the City, such portion of the Easement shall be considered abandoned.
3. Owner shall pay all costs and expenses associated with or related to removing said utilities and appurtenances.
4. **OWNER HEREBY AGREES TO FOREVER RELEASE THE CITY FROM ANY AND ALL LIABILITY RELATED TO THE ABANDONING IN PLACE OF A PORTION OF THE EASEMENT, EXCEPT FOR SUCH DAMAGE OR LOSS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL**

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MISCONDUCT OF THE CITY OR ITS EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT. OWNER FURTHER AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVE, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES OR LOSS OF ANY KIND, FOR ANY REASON, FOR ANY AND ALL ACTIVITIES, WHETHER REAL OR ASSERTED, RESULTING ON THE PROPERTY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE ABANDONED PORTION OF THE EASEMENT.

- 5. This covenant and condition shall run with the land and be binding on all successors and assigns of the fee estate.
- 6. Nothing in this Agreement is intended or shall be deemed to be a waiver of the City's governmental immunity.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS

By: _____

Paulette Hartman

City Manager

Date: _____

OWNER

OWNER

By: _____

By: _____

Name: Adrian J. Raabe

Name: Timothy J. Raabe

Date: _____

Date: _____

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

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APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Paulette Hartman**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed and on behalf of the City of North Richland Hills, a municipal corporation of Tarrant County, Texas, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission expires: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **Adrian J. Raabe**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission expires: _____

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STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **Timothy J. Raabe**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

Alicia Richardson
City Secretary/Chief Governance Officer
City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180