

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 Gilbert and Melissa Mota (“Developer”), individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

On or about May 8, 1953, a water line easement (the “Easement”) was granted to the Smithfield Water Company, which such easement is filed of record as Instrument No. D153031961 and recorded at the Deed Records of Tarrant County, Texas, Volume 2571, Page 42.

By Ordinance No. _____, approved on _____, the City Council vacated and abandoned in-place a portion of the Easement in Lot 1, Block 2 Clift Addition, 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 Developer, who is the owner of the fee estate on which the Easement is located.

The Developer has agreed to release the City from all liability related to the vacating and abandonment of a portion of the Easement.

AGREEMENT

1. The parties acknowledge and agree that the City has agreed to abandon a portion of the Easement for the purpose of allowing Developer to build a structure across the easement, which is no longer needed to provide water service.
2. The portion of the Easement to be abandoned is not known to house any remaining water pipe. However, should any pipe segments be discovered, and in accordance with industry standards and best practices, Developer shall purge and properly and permanently seal the end of the portion of the underground pipe to remain in place on the property.
3. **DEVELOPER HEREBY AGREES TO FOREVER RELEASE THE CITY FROM ANY AND ALL LIABILITY RELATED TO THE ABANDONING IN PLACE OF A PORTION OF THE EASEMENT. DEVELOPER FURTHER AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, 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.**

4. This covenant and condition shall run with the land and be binding on all successors and assigns of the fee estate.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____

Mark Hindman, City Manager

Date: _____

DEVELOPER:

By: _____

Name: Gilbert Mota

Title: _____

Date: _____

ATTEST:

Alicia Richardson, City Secretary/
Chief Governance Officer

By: _____

Name: Melissa Mota

Title: _____

Date: _____

APPROVED TO FORM AND LEGALITY:

Maleshia McGinnis, City Attorney

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Hindman**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Gilbert Mota**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and that he executed the same for the same purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Melissa Mota**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and that he executed the same for the same purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:

Alicia Richardson, City Secretary
City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180