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 Lennar Homes of Texas Land and Const. LTD ("**Developer**"), a Texas Limited Corporation, individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

•	· ·	Easement ") was granted to the City, Page 75, of the Tarrant County Plat
Records.	ied of feedra in volume 300 127	, rage 73, or the rarrant country rate
By Ordinance No.	, approved on	, the City Council vacated
the Easement and determin	ned that the public would be better	served and benefited by relinquishing
its right to the Easement a	and releasing and assigning, by qu	nitclaim 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.	-	
Developer is proposing to	install new water lines to service	ee the affected area by the abandoned

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

AGREEMENT

- 1. The parties acknowledge and agree that the City has agreed to abandon the Easement for the purpose of allowing Developer to install a new water line to service the development that will be affected by abandonment of the Easement.
- 2. Developer shall pay all costs and expenses associated with or related to abandoning the Easement, removal of existing water line(s) and installation of a new water line(s).
- 3. DEVELOPER HEREBY AGREES TO FOREVER RELEASE THE CITY FROM ANY AND ALL LIABILITY RELATED TO THE ABANDONING OF THE EASEMENT AND INSTALLATION OF NEW WATER LINES. 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

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:	Lennar Homes of Texas Land and Const. LTD:				
By:	By: 1/2 //				
Mark Hindman, City Manager	Name: Kyle Dickerson Title: Sr. Development Manager				
Date:	Date: 2 · 5 - 19				
ATTEST:					
Alicia Richardson, City Secretary					
APPROVED TO FORM AND LEGALITY:					
Maleshia B. McGinnis, City Attorney					

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

THE STATE OF TEXAS S COUNTY OF TARRANT S

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
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THE	STATE C	OF TEXAS	§ §									

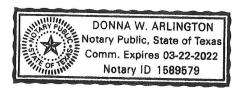
THE STATE OF TEXAS

DALLAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared kyle Dickerson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of Kyle Dickerson so that he executed the same as the act of Lennar Homes of Texas Landfor the purposes and considerations expressed in the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of February , 2019.



NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Dong Av lington
My Commission Expires: 3/22/22

AFTER RECORDING RETURN TO:

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