

## 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

On or about April 21<sup>st</sup>, 1983 a water line easement (the “**Easement**”) was granted to the City, which such easement is filed of record in Volume 388-159, Page 75, of the Tarrant County Plat Records.

By Ordinance No. \_\_\_\_\_, approved on \_\_\_\_\_, the City Council vacated the Easement and determined that the public would be better served and benefited by relinquishing its right to 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.

Developer is proposing to install new water lines to service the affected area by the abandoned easement.

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**

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: \_\_\_\_\_

**Lennar Homes of Texas Land and Const. LTD:**

By:  \_\_\_\_\_

Name: Kyle Dickerson

Title: Sr. Development Manager

Date: 2-5-19

**ATTEST:**

\_\_\_\_\_  
Alicia Richardson, City Secretary

**APPROVED TO FORM AND LEGALITY:**

\_\_\_\_\_  
Maleshia B. McGinnis, City Attorney

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**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.

