

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 Cromwell Hospitality, LP ("**Developer**"), a Texas Limited Partnership, individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

May 19, 2000, the City was granted a strip of right-of-way by right-of-way deed filed of record as Instrument D200119836 in the Deed Records of Tarrant County, Texas.

By Ordinance No. 3830, approved on December 11, 2023, the City Council vacated and abandoned in-place a portion of the right-of-way and determined that the public would be better served and benefited by relinquishing its right to a portion of the right-of-way and releasing and assigning, by quitclaim deed, all title and control in a portion of the right-of-way to Developer, who is the owner of the fee estate on which the right-of-way is located.

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

AGREEMENT

1. The parties acknowledge and agree that the City has agreed to abandon a portion of the right-of-way for the purpose of allowing Developer to construct private improvements, landscaping, and sidewalks, in the previously dedicated right-of-way.
2. The portion of the right-of-way to be abandoned shall be abandoned in-place, and in accordance with industry standards and best practices, Developer shall construct private improvements, landscaping, and sidewalks, in the previously dedicated right-of-way. Upon completion, and inspection by the City, such portion of the right-of-way shall be considered abandoned.
3. Developer shall pay all costs and expenses associated with or related to abandoning a portion of the right-of-way in-place and construction of private improvements, landscaping, and sidewalks.
4. **DEVELOPER HEREBY AGREES TO FOREVER RELEASE THE CITY FROM ANY AND ALL LIABILITY RELATED TO THE ABANDONING IN PLACE OF A PORTION OF THE RIGHT-OF-WAY AND INSTALLATION OF PRIVATE IMPROVEMENTS, LANDSCAPING, AND SIDEWALKS. DEVELOPER**

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 RIGHT-OF-WAY.

5. 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

CROMWELL HOSPITALITY, LP

By: _____

By: _____

Mark Hindman

Name: _____

City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

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ACKNOWLEDGMENT

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 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 _____, 2023.

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 _____, known to me to be the person 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 _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for the State of Texas

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