

## 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 Carlos Dorris and Jeffrey K. Wood (“Developers”), individually referred to as a “party” and collectively referred to as the “parties.”

### RECITALS

On or about June 8, 2000, a sanitary sewer easement (the “Easement”) was granted to the City, which such easement is filed of record as Instrument No. D200170018 and recorded at the Deed Records of Tarrant County, Texas, Volume 14455, Page 498, and further filed of record as Instrument No. D197017553 of the Tarrant County Plat Records.

By Ordinance No. \_\_\_\_\_, approved on \_\_\_\_\_, 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 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 sanitary sewer service.
2. The portion of the Easement to be abandoned shall be vacated of all sanitary sewer pipe, 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 sanitary sewer line to remain downstream of the abandoned easement to prevent any further use. Upon completion, and inspection by the City, such portion of the Easement shall be considered abandoned.
3. Developer shall pay all costs and expenses associated with or related to removing the sanitary sewer pipe and appurtenances.
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 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.**

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:**

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

Mark Hindman, City Manager

Date: \_\_\_\_\_

**DEVELOPER:**

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

Name: Carlos Dorris

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

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

Name: Jeffrey K. Wood

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED TO FORM AND LEGALITY:**

\_\_\_\_\_  
Maleshia 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.

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 **Carlos Dorris**, 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 **Jeffrey K. Wood**, 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