

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 NRH SL Realty, LP ("**Developer**"), a Texas Limited Corporation, individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

On or about June 2, 2005, a water line easement (the "**Easement**") was granted to the City, which such easement is filed of record as Instrument No. D205157048 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.

Developer is proposing to install a new water line 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. The Easement to be abandoned shall be abandoned in-place, and in accordance with industry standards and best practices, Developer shall abandon water line in place, fill with flowable fill, and cap water line to be abandoned 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 abandoning the Easement in-place and installation of a new water line.
4. **DEVELOPER HEREBY AGREES TO FOREVER RELEASE THE CITY FROM ANY AND ALL LIABILITY RELATED TO THE ABANDONING IN PLACE OF THE EASEMENT AND INSTALLATION OF A NEW WATER LINE.**

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 EASEMENT OR THE NEW WATER LINE.

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: _____

**NRH SL REALTY, LP,
DEVELOPER:**

By: 

Nick Craig, Vice President

Date: 8/10/18

ATTEST:

Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

Maleshia Farmer, 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 Nick Craig, 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 NRH SL Realty, LP, and that he executed the same as the act of NRH SL Realty, LP, for the purposes and considerations expressed in the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of August, 2018.

Marisela Zacarias

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Marisela Zacarias

My Commission Expires: 03/01/22

AFTER RECORDING RETURN TO:

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

