

RELEASE AGREEMENT

This Release Agreement ("Agreement") is entered into by and between the City of North Richland Hills, Texas ("**City**"), a Texas home-rule City, and Birdville Independent School District ("**Developer**"), individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

On or about May 18, 2016, a water line easement (the "Easement") was granted to the City, which such easement is filed of record as Instrument No. D216158176 and recorded at the Deed Records of Tarrant County, Texas.

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 for claims of damages or loss related to the vacating and abandonment of a portion of the Easement, in accordance with applicable law as set forth herein in the Agreement.

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 fire protection as fire protection has been provided elsewhere.
2. The portion of the Easement to be abandoned shall be vacated of all water pipe, and in accordance with industry standards and best practices. 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 FOR CLAIMS FOR DAMAGES OR LOSS RELATED TO THE ABANDONING IN PLACE OF A PORTION OF THE EASEMENT, IF SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE DEVELOPER OR ITS EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT, BUT ONLY TO THE EXTENT DEVELOPER WOULD BE LIABLE FOR SUCH**

DAMAGES OR LOSS PURSUANT TO CHAPTER 101 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, THE TEXAS TORTS CLAIM ACT. DEVELOPER FURTHER AGREES THAT DEVELOPER SHALL BE LIABLE FOR 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, IF SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF DEVELOPER OR ITS EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT, BUT ONLY TO THE EXTENT DEVELOPER WOULD BE LIABLE FOR SUCH DAMAGES OR LOSS PURSUANT TO CHAPTER 101 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, THE TEXAS TORTS CLAIM ACT.

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, BIRDVILLE
INDEPENDENT SCHOOL
DISTRICT:**

By: Darrell Brown

Name: Darrell Brown

Title: Superintendent

Date: June 29, 2020

ATTEST:

Alicia Richardson, City Secretary

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: _____

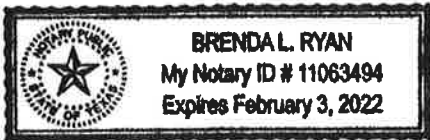
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared **Darrell Brown**, known to me (or satisfactorily proven) 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 **Birdville Independent School District**, for the same purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of June, 2020.



Brenda L. Ryan

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Brenda L. Ryan

My Commission Expires: Feb. 3, 2022

AFTER RECORDING RETURN TO:

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