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RELEASE AND HOLD HARMLESS AGREEMENT

THIS RELEASE AND HOLD HARMLESS AGREEMENT is made this 22 day of February, 2023, by and between SASHA DIAZ AND THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN (hereinafter "Borough").

BACKGROUND:

- A. Sasha Diaz and _____ (hereinafter "Owners") are the owners of real property located at 279 Hanover St., Pottstown, Montgomery County, Pennsylvania.
- B. Owners Request to install a Fence in a portion of the Pottstown Borough right-of-way adjacent to their property.
- C. The installation of the Fence would be done with permission or knowledge of the Borough.
- D. In consideration for allowing the Fence to be constructed and remain within the Borough right-of-way, Owners have agreed to execute the following Release and Indemnification Agreement to the Borough.

NOW, THEREFORE, the parties hereto and in consideration of the mutual promises set forth herein, intending to be legally bound, hereby agree as follows:

- 1. The Background paragraphs A through D above are incorporated into this Agreement.
- 2. The Owners, for themselves, their heirs, successors and assigns, do hereby remise, release, quitclaim and forever discharge the Borough of Pottstown, its elected officials, officers, employees, and agents, from any and all liability, known or unknown, potential or otherwise, arising from the installation of the Fence in the right-of-way.
- 3. The Owners, on behalf of themselves, their heirs, successors and assigns, do hereby further agree to indemnify and hold harmless the Borough of Pottstown, its elected officials, officers, employees, and agents, from any and all liability, claims, demands, actions, causes of action, damages or suits of third parties that relate to the construction/installation or maintenance of the Fence within the Borough right-of-way.
- 4. Owners acknowledge and agree that the installation of the Fence is located within the Borough right-of-way and in the event the Borough needs to access this portion of the right-of-way, the Owners, at their sole cost and expense, shall remove the Fence in order to allow the Borough to perform the needed work within the right-of-way.
- 5. In the event Owners do not remove the Fence the Owners agree that the Borough may remove the Fence located within the right-of-way. Owners agree to pay all reasonable costs and expenses associated with the removal of the Fence by the Borough.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Sasha Diaz-Esparra
Type Property Owner Name

Type Property Owner Name

**THE BURGESS AND TOWN COUNCIL
OF THE BOROUGH OF POTTSTOWN**

By: _____

Justin Keller, Borough Manager