

**HOLD HARMLESS AGREEMENT BETWEEN CORBINTON COMMONS
ASSOCIATION, INC. AND THE TOWN
OF HILLSBOROUGH FOR PERFORMANCE OF
SNOW REMOVAL SERVICES PRIOR
TO ACCEPTING DEDICATION OF RIGHT OF WAY**

Dated: December 19, 2022

WHEREAS, Corbinton Commons Association, Inc. (“CCA”) has transitioned away from developer-control to resident-control although not all developer responsibilities have been completed for the neighborhood, including dedication by the developer or acceptance by the Town of Hillsborough (the “Town”) of the streets and rights of ways; and

WHEREAS, the Town of Hillsborough Board of Commissioners (the “Town Board”) approved the Corbinton Commons project with the expectation that streets and sidewalks would be constructed to Town standards and dedicated to the public, following the completion of the standard dedication process by the developer that would verify the acceptable construction of streets and sidewalks lying within said rights of way; and

WHEREAS, the CCA has asked the Town to provide municipal snow removal services in the Corbinton Commons development during the upcoming 2022-2023 winter season prior to acceptance by the Town of the right-of-way dedication, and the Town Board has agreed to do so PROVIDED that the CCA indemnifies and holds the Town harmless from any claims for personal injury or property damage which may be made by any person related to the Town’s performance of such services prior to acceptance of the rights-of-way.

NOW, THEREFORE, based on the foregoing premises and for good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, it is agreed by the CCA and the Town as follows:

1. The Corbinton Commons Association, Inc., a North Carolina nonprofit corporation, hereby agrees to hold the Town of Hillsborough, a municipal corporation formed and operated pursuant to N.C. Gen. Statutes Chapter 160A, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the Town’s performance of snow removal services within the Corbinton Commons development, until such time as the Town formally accepts the dedication of the rights-of-way within the Corbinton Commons development.
2. The CCA also agrees to indemnify the Town, its officers, employees, agents to the fullest extent allowed by law, from any and all claims for damages due to personal injury or property damage arising from or related to the performance by the Town of snow removal services in Corbinton Commons pursuant to this agreement, except those claims

which are for damages or injuries caused by the Town's own negligent conduct. This obligation shall survive the termination or expiration of this agreement.

3. This agreement does not constitute a commitment by the Town to accept the dedication of the rights-of-way within the Corbinton Commons development.
4. The Town's agreement to perform snow removal services shall expire on April 30, 2023, unless sooner terminated by the Town upon 30 days written notice to the CCA.

WHEREFORE, the parties hereto have set their hands as of the date first written above.

CORBINTON COMMONS ASSOCIATION, INC.

By: Richard P. Carmody Pres

Date: 12/19/22

TOWN OF HILLSBOROUGH, a North Carolina municipality

By: Margaret A. Hauck

Date: 12/20/2022