

**SEWER LINE AND PAVING AGREEMENT BY AND BETWEEN
CITY OF WOLFFORTH, TEXAS,
AND
AMERICAN BANK OF COMMERCE**

This Agreement is made by and between **AMERICAN BANK OF COMMERCE** ("ABC") and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a Texas Home Rule municipality, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, AMERICAN BANK OF COMMERCE ("ABC") owns property at 530 East Highway 62-82, Wolfforth, Texas on which it operates its office (the "Property");

WHEREAS, a contractor installing a water main for the City of Wolfforth damaged an unknown and previously unidentified private sewer line belonging to ABC while performing a construction bore across State Loop 193;

WHEREAS, the City of Wolfforth (the "City") owns a Right of Way on the South side of the Property which is depicted on Exhibit A (the "ROW") that contains a City owned and operated sewer line;

WHEREAS, the City and ABC desire to enter into an agreement that will allow the City to install approximately 233 linear feet of sewer line on ABC Property **to re-route and connect** the ABC sewer line into the Wolfforth standard sewer line.

NOW THEREFORE, the City and ABC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

Section I. Representations by the City

ABC agrees to allow the City to install approximately 233 linear feet of sewer on ABC Property in accordance with City specifications and regulations regarding the installation of sewer lines.

Section II. Representations by the City

a. The City agrees that it will be responsible for the entire cost of installing approximately 233 linear feet of sewer on ABC Property as defined in ("Exhibit A") and will be responsible for the maintenance of such paving during the term of this Agreement.

b. The City agrees that it will install the sewer line on ABC Property in accordance with City specifications and regulations regarding the installation of sewer line within the City.

c. The City acknowledges that it will be responsible to repair the segment of sewer line as described in Exhibit A, by providing a three (3) year contractor warranty for major structural defects.

Section III. Term and Termination

- a. The Term of this Agreement shall be three (3) years.
- b. City may terminate this Agreement with sixty (60) days prior written notice to ABC **with cause.**

Section IV. Indemnity

The City does not waive the City's governmental immunity from suit and/or damages. ABC shall hold harmless, defend, protect, and indemnify the City and the City's affiliates, agents, employees, assigns, successors, heirs, and personal representatives from any and all claims, suits, liabilities, demands, damages, and costs (including attorney's fees, costs, and other expenses related to defending such claims) and arising out of or relating to any **non-negligent** acts or omissions of the City, or any of the City's agents, employees, contractors, and licensees regarding this installation of sewer line on ABC property.

Section V. Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

Section VI. Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement.
2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.
3. Venue. The property subject to this Agreement is in Lubbock County, Texas; therefore, venue for all purposes shall be in Lubbock County, Texas.

AGREED AND ACCEPTED THIS ____ DAY OF FEBRUARY 2024.

THE CITY OF WOLFFORTH, TEXAS:

Randy Criswell, City Manager
302 Main St.
Wolfforth, TX 79382

AMERICAN BANK OF COMMERCE

David Anderson
530 East Highway 62-82
Wolfforth, Texas 79382

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