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**TOWN OF DUNDEE
INDEMNIFICATION, HOLD HARMLESS AND MAINTENANCE AGREEMENT**

This **TOWN OF DUNDEE INDEMNIFICATION, HOLD HARMLESS AND MAINTENANCE AGREEMENT** (hereafter the “Agreement”), is made this ____ day of _____, 2025, by and between the **Town of Dundee** (hereafter the “Town”), a municipal corporation organized and existing under the laws of the State of Florida, and **Aracelis Marquez Ruiz** (hereafter “Ruiz”), a single person, whose post office address is 7799 Scenic Hwy, Dundee, FL 33838, on behalf of themselves, their permitted assigns and successors, in exchange for the covenants and consideration(s) set forth below, the Town and Ruiz acknowledge and agree:

FACTUAL RECITALS

WHEREAS, the Town of Dundee (hereinafter the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes) and *Article VIII, §2 of the Florida Constitution*; and

WHEREAS, pursuant to *Section 2(b), Article VIII of the Florida Constitution* and *Chapter 166, Florida Statutes*, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement is entered into pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes), *Article VIII, §2 of the Florida Constitution*, and applicable provisions of the *Code of Ordinances of the Town of Dundee, Florida* and *Town of Dundee Land Development Code*; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement is intended to acknowledge and memorialize the voluntary and mutually agreed upon conditions, consideration, provisions, requirements and terms set forth in this Agreement; and

WHEREAS, on December 24, 2019, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) adopted *Town of Dundee Resolution No. 19-21* which approved with conditions that certain plat entitled *Vista Del Lago Phase II-Replat* (the “Development”) recorded in Plat Book 176, page 15, public records of Polk County, Florida; and

WHEREAS, Town staff and Town consultants confirmed that all utility improvements located on the real property within the Development, as identified by the that certain plat entitled *Vista Del Lago Phase II-Replat*, were completed to the standards set forth by the Town, passed all necessary and required tests, received the necessary and required certifications, and the utility system(s) are operational pursuant to Town standards; and

WHEREAS, on January 28, 2020, at a duly noticed public meeting, the Town Commission adopted *Town of Dundee Resolution No. 20-05* (hereafter the “Vista Resolution”) which accepted the infrastructure and improvements located on the real property within the Development; and

WHEREAS, the Vista Resolution accepted the infrastructure related to water, wastewater, stormwater drainage, roads, streets and rights-of-way located on the real property within the Development; and

WHEREAS, on December 18, 2024, marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Number 272827-835500-000392 (the “Property”), was vested in **Signature Homes & Land Development of FL, LLC**, by virtue of the certain Warranty Deed recorded in the Official Records Book 13381, Page(s) 1061-1062, Public Records of Polk County, Florida; and

WHEREAS, Ruiz was conveyed fee simple title to the Property by virtue of that certain Warranty Deed (hereafter the “Deed”) dated December 19, 2024, and recorded in Official Records Book 13381, Page(s) 1064-1065, public records of Polk County, Florida; and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, pursuant to *Section 7.02.00 of the Town of Dundee Land Development Code* (“LDC”), Ruiz submitted an application for approval of a *site development plan* (the “Application”) in order to construct a single-family residence on the Property; and

WHEREAS, Ruiz and Town acknowledge and agree that, upon review of the Application by the Town, the Town identified a sixty (60) foot stormwater drainage and retention easement located on the Property and immediately adjacent to the Development (hereafter the “Vista Easement”); and

WHEREAS, Ruiz and Town acknowledge, agree and affirm that the Vista Easement was not recorded in the public records of Polk County, Florida; and

WHEREAS, Ruiz and Town acknowledge and agree that the Vista Easement was not graphically depicted and/or otherwise dedicated by that certain plat entitled *Vista Del Lago Phase II-Replat*; and

WHEREAS, Ruiz and Town acknowledge and agree that the Vista Easement rendered the Property undevelopable for the purpose(s) set forth in the Application; and

WHEREAS, Ruiz acknowledges, agrees, and represents that, at the request of Ruiz, the Town reevaluated the technical specifications and requirements, which are set forth in the LDC, and other applicable code(s) related to stormwater drainage for the Vista Easement; and

WHEREAS, pursuant to the Town's reevaluation of the Vista Easement, the Town prepared a description sketch (the "Scenic Design") for the Property providing an alternative stormwater drainage design and easement location; and

WHEREAS, a copy of the Scenic Design is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS, Ruiz and Town acknowledge and agree that the Scenic Design (see **Exhibit "B"**) provides for an adequate and operational stormwater drainage system, readily available connectivity to the Town's water and wastewater utility systems, and the Scenic Design creates adequate and sufficient developable area on and/or for the Property for the purpose(s) set forth in the Application; and

WHEREAS, Ruiz submitted an applicant-initiated request for the Town to prepare a utility easement (the "Easement") reserving unto the Town the right and authority to access those portions of the Property (see **Exhibit "A"**) more specifically identified and depicted in the Scenic Design (see **Exhibit "B"**); and

WHEREAS, on May 27, 2025, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Easement for approval, acceptance, and recording; and

WHEREAS, on May 27, 2025, the Town Commission passed and adopted *Town of Dundee Resolution No. 25-17* (hereafter the Resolution") which conditionally approved and accepted the Easement; and

WHEREAS, copies of the Resolution and Easement are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, on _____, 2025, the Town Commission required, as a condition precedent to its entering into this Agreement, that Ruiz and any successors-in-interest and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Scenic Design (see **Exhibit "B"**), the Easement (see **Composite Exhibit "C"**); the improvements located on, over, under and/or within the Easement; and this Agreement; and

WHEREAS, Ruiz and any successors-in-interest and assigns hereby agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of the Scenic Design (see **Exhibit "B"**), the Easement (see **Composite Exhibit "C"**); the improvements located on, over, under and/or within the Easement; and this Agreement; and

WHEREAS, Ruiz acknowledges, affirms and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Ruiz acknowledges and agrees that the Town's willingness to enter into this Agreement shall not be construed by Ruiz and/or any successors-in-interest and assigns as a waiver by the Town of applicable law; and

WHEREAS, Ruiz acknowledges, agrees and represents that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, Ruiz and Town acknowledge and agree that Ruiz and Town are not partners and/or joint venturers; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Ruiz and Town acknowledge and agree this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, Ruiz and Town acknowledge and agree that this Agreement is intended to memorialize the voluntary and mutually agreed upon conditions, consideration, covenants, provisions, requirements and terms set forth herein; and

WHEREAS, Ruiz and Town acknowledge and agree that good and valuable consideration has been received by the parties for entering into this Agreement; and

WHEREAS, Ruiz and Town acknowledge and affirm the sufficiency of the consideration received for entering into this Agreement; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that this Agreement between the Town and Ruiz to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, it is mutually agreed as follows:

§1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Ruiz.

§2. Authority.

This Agreement is entered into pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Florida Statutes), *Article VIII, §2 of the Florida Constitution*, and applicable provisions of the Town Code (as defined in §3.4).

§3. Definitions.

Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

§3.2 “*Town*” means the Town of Dundee, Florida.

§3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.4 “*Town Code*” means the *Code of Ordinances of the Town of Dundee, Florida* and *Town of Dundee Land Development Code*.

§3.5 “*Day(s)*” means calendar day unless specifically stated otherwise.

§3.6 “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

§3.7 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

§3.8 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

§3.9 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

§3.10 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §18 of this Agreement.

§4 Ruiz Release, Indemnification and Hold Harmless.

In consideration of the mutual covenants set forth herein, Ruiz releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Ruiz ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); the improvements located on, over, under and/or within the Easement; and this Agreement. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney’s fees both trial and appellate, and all other claims Ruiz ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Ruiz now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement.

Ruiz shall defend, indemnify, and hold the Town, its elected and appointed officials, employees, and agents harmless from any and all manner of action and actions, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, claims, liabilities (including but not limited to costs and reasonable attorneys’ fees incurred by the Town in any administrative, trial court, appellate court and bankruptcy proceedings) and demands of any kind whatsoever, in law or equity, to the extent resulting from or arising out of the negligence or willful misconduct (other than liabilities caused by the sole acts, negligence or willful misconduct of the Town) of Ruiz and her agents and specifically related to the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and this Agreement; and for any injuries, damages, liability or causes of action that may result from the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); the improvements located on, over, under and/or within the Easement and this

Agreement; and/or other necessary maintenance or repairs arising out of Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and caused by the negligence or willful misconduct of Ruiz and her agents.

The provisions set forth in this Section shall be fully binding and survive the termination of this Agreement.

§5. Recordation.

This Agreement shall constitute a covenant running with the Property and/or parcels of real property which are the subject of the Scenic Design (see **Exhibit “B”**) and Easement (see **Exhibit “C”**) and shall be recorded in the Public Records of Polk County, Florida.

§6. Binding Effect.

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, successors-in-interest, associations, districts, local units of special government, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied, such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by §3.1).

§7. Notices.

All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the “Notice”), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

For Town:	Town of Dundee Attn: Town Manager 202 East Main Street Dundee, FL 33838
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With a Copy to (*which shall **not** constitute notice*):

Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue

Town of Dundee, Florida
Agreement
Aracelis Marquez Ruiz/0 Scenic Highway

Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

For Ruiz:

Aracelis Marquez Ruiz
7799 Scenic Highway
Dundee, Florida 33838

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

§8. Ruiz Obligation(s).

§8.1 Pursuant to Applicable Law (as defined by §3.1 of this Agreement), Ruiz shall apply for and obtain any and all required development orders, development permits and/or development approvals for any development activity on and/or for the Property.

§8.2 Ruiz shall perform, at her discretion, any and all due diligence related to the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement at her sole cost and expense.

§8.3 Ruiz shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, site restoration, and all required maintenance of the Easement.

§8.4 Ruiz shall be solely responsible for any and all maintenance and repair of the Easement (see **Composite Exhibit “C”**) and the improvements located on, over, under and/or within the Easement in accordance with Applicable Law (as defined by §3.1 of this Agreement); and Ruiz acknowledges and agrees that the Town shall have no responsibility and/or liability related to the maintenance of the Easement and/or repair of the Property (as unless the Town affirmatively accepts such responsibility by a duly adopted Resolution of the Town Commission.

§8.5 In the event of any expense or liability arising out of the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement and related to the maintenance and repair of any utility line(s) and/or other public infrastructure, Ruiz shall pay for and/or assume same at her sole cost and expense, provided such expenses or liability arise out of the negligence or willful misconduct of Ruiz.

§8.6 The maintenance obligations of Ruiz under this Section shall survive the termination of this Agreement.

§9. Town Obligation(s).

Pursuant to the Town Code (as defined by §3.4) and Applicable Law (as defined by §3.1), any and all development activity on and/or for the Property shall be subject to development review by the Town (as defined by §3.2); and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of Ruiz, the Town agrees to review any and all requests for a development order and/or development and/or construction permit.

§10. Merger.

This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the lands described herein.

§11. Applicable Law, Jurisdiction and Venue.

This Agreement and the rights and obligations of the Town and Ruiz shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12. Miscellaneous Provisions.

§12.1 *Exhibits.* All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§12.2 *Headings.* The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§12.3 *Gender Neutral.* For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§12.4 *Counterparts.* This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§12.5 *Calculation of Time.* The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of

the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by §3.9). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

§12.6 *Authorization.* The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§12.7 *Representations and Warranties.* Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§12.8 *Modification.* This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Town and Ruiz. No oral modifications will be effective or binding on either the Town or Ruiz regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§12.9 *Compliance with Applicable Law.* Ruiz shall comply with Applicable Law (as defined by §3.1) in performing the obligations and requirements set forth by the Agreement.

§12.10 *Severability.* If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§12.11 *No Waiver.* Failure of either the Town and/or Ruiz to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of either the Town or Ruiz to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Ruiz. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§12.13 *Construction*. The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§12.13 *Interpretation*. Both parties have contributed to the preparation and drafting of this Agreement; and, in negotiating the terms and condition(s) of this Agreement, neither the Town or Ruiz has had undue influence or control thereof. Both parties agree that, in construing and/or interpreting this Agreement, it shall not be construed and/or interpreted in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

§13. Neutral Interpretation.

Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§14. No Effect on Code Violations; No Contract Zoning.

This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code (as defined by §3.4) or Applicable Law (as defined by §3.1). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§15. City's Police Powers.

Ruiz acknowledges and understands that the Town (as defined by §3.2) is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. While the Town will cooperate with Ruiz as set forth herein, this Agreement does not constitute an approval that would require the exercise of the Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Property or any *development order* associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

§16. Ruiz Default.

Ruiz shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1), in the event Ruiz fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the Town may seek all remedies available to it under this Agreement.

§17. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision(s) of this Agreement which includes, but shall not be limited to, any application submitted by Ruiz to the Town for a *development order* and/or *development permit*, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§18. Remedies and Termination.

§18.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

§18.2 This Agreement shall remain in effect until such time as the Town and Ruiz desire to mutually terminate same. In the event the Scenic Design (see **Exhibit “B”**), the Easement (see **Composite Exhibit “C”**); and the improvements located on, over, under and/or within the Easement which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by §3.4), the Town may, at its option, seek any remedy available at law or in equity.

§18.3 In the event the Easement (see **Composite Exhibit “C”**) and the improvements located on, over, under and/or within the Easement which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and Town Code, the Town may, at its option, file an action for *ex parte* relief in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§19. No Waiver of Sovereign Immunity.

Nothing in this Agreement is intended to act as a waiver of the Town’s sovereign immunity and/or limits of liability as set forth in *Section 768.28, Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. **This provision shall survive the termination of this Agreement.**

§20. Jury Trial.

EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT

LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

§21. Duty to Cooperate and Act in Good Faith.

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§22. Public Records.

This Agreement shall be subject to the provisions of *Chapter 119 of the Florida Statutes*.

The rest of this page left intentionally blank; signatures follow

Town of Dundee, Florida
Agreement
Aracelis Marquez Ruiz/0 Scenic Highway

Executed by the parties on the date shown adjacent thereto:

Ruiz:

Witness

Aracelis Marquez Ruiz, a single person

Witness

Date

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name:_____

My commission expires:_____

Town of Dundee, Florida
Agreement
Aracelis Marquez Ruiz/0 Scenic Highway

Town of Dundee:

Town of Dundee, Florida

By: _____ [date]
Joe Carbone, Interim Town Manager

ATTEST:

Erica Anderson, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney