

Prepared by:

Richard E. Straughn, Esq.
STRAUGHN & TURNER, P.A.
Post Office Box 2295
Winter Haven, FL 33883-2295

LIFT STATION MAINTENANCE AGREEMENT

THIS AGREEMENT made this ____ day of March 2026, by and between CROW INVESTMENTS, LLC, a Florida limited liability company, whose address is 346 E Central Avenue, Winter Haven, FL 33880 (hereinafter referred to as “Property Owner”) and TOWN OF DUNDEE, a municipal corporation of the State of Florida (hereinafter referred to as “Town”), whose post office address is 202 E Main Street, Dundee, FL 33838.

WHEREAS, the Property Owner owns real property located in Polk County, Florida (further described in “Exhibit A” attached hereto and hereinafter referred to as “Property”), which property contains approximately 753 linear feet of 1.25 inch private offsite force main (hereinafter collectively referred to as Force Main) and a private lift station (hereinafter collectively referred to as “Lift Station”), and

WHEREAS, Property Owner intends to connect the Lift Station and Force Main to the Town’s public sewage system; and

WHEREAS, in consideration for connecting the Lift Station and Force Main to the Town’s public sewage system, Property Owner agrees to own and maintain the Lift Station and Force Main and to indemnify and hold the Town harmless with regard to the ownership, operation, repair, replacement, and maintenance obligations associated with the Lift Station and Force Main;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Maintenance of Lift Station and Force Main: Property Owner shall be solely responsible for the ownership, operation, inspection, repair, replacement, maintenance, and upkeep of the Lift Station and Force Main located on or serving the Property. All costs associated with the Lift Station System shall be borne solely by the Property Owner, its successors, and assigns.

Property Owner shall maintain the Lift Station System and Force Main in compliance with all applicable federal, state, county, and municipal laws, ordinances, regulations, permits, utility standards, manufacturer recommendations, and Town requirements.

2. Connection of Lift Station and Force Main to Public Sewage: The Town agrees to allow Property owner to connect approximately 753 LF of 1.25-inch Force Main from the Lift Station to the to the Town's Public Sewage system. Nothing contained herein shall obligate the Town to own, maintain, repair, replace, or operate the Lift Station System.

3. Hold Harmless and Indemnification: Property Owner agrees, on behalf of its agents, contractors, successors and assigns, that Property Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Town, its officials, agents, and employees from and against any and all liabilities, claims, damages, judgments, losses, costs, disbursements, expenses or fees of any kind or any nature (including, without limitation, attorneys, paralegals, consultants, or expert's fees and disbursements and costs of litigation), which may at any time be imposed upon, incurred by or asserted or awarded against the Town, directly or indirectly by any party whatsoever, related to or concerning the and expenses arising out of or resulting from the ownership and maintenance to the Lift Station. The failure of the Town to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against the Town, nor excuse the Property Owner from its obligations hereunder. Any waiver of such rights or remedy must be in writing and signed by the Town. This Indemnification and Hold Harmless Agreement is subject to enforcement at law and/or equity, including actions for damages.

Indemnification Procedures: Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the Town) shall promptly provide written notice of such claim (a "Claim Notice") to the other party (the Property Owner). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Property Owner, at its sole cost and expense may, within twenty (20) days after receipt of the Claim Notice, send written notice to the Town that the Property Owner elects to assume the defense of any such Action with counsel reasonably satisfactory to the Town. The Town shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Property Owner does not timely elect to assume the defense of any such Action, the Town may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Property Owner, on such terms as the Town may deem appropriate and no action taken by the Town in accordance with such defense and settlement shall relieve the Property Owner of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Property Owner shall not settle any Action without the Town's prior written consent (which consent shall not be unreasonably withheld or delayed).

4. Town Inspection and Emergency Access: The Town shall have the right, but not the obligation, to enter upon the Property at reasonable times for purposes of inspecting the Lift

Station System, verifying compliance with this Agreement, or responding to any emergency condition affecting the public wastewater system, public health, safety, or welfare.

Any inspection or action taken by the Town shall not relieve Property Owner of its obligations under this Agreement.

5. **Default and Remedies.** In the event Property Owner fails to properly maintain, repair, or operate the Lift Station System, or otherwise violates the terms of this Agreement, the Town may provide written notice of such default and require corrective action within a reasonable time.

If Property Owner fails to timely cure the default, the Town may, but shall not be obligated to, perform such work as reasonably necessary to protect the public health, safety, welfare, or Town utility infrastructure. Property Owner shall reimburse the Town for all costs incurred by the Town in connection therewith within thirty (30) days of written demand.

The remedies provided herein are cumulative and not exclusive.

6. **Duration of Agreement:** This agreement shall be perpetual and shall constitute a covenant running with the land and no part of the fee of the property of any party hereto shall pass or be vested in any other party without such conveyance being subject to the terms of this agreement. In the event, however, that the responsibility for the care and maintenance of the Lift Station is assumed by any county, municipality or other political subdivision, this Agreement shall become null and void.

This Agreement shall be recorded in the Public Records of Polk County, Florida, and all future conveyances of the Property shall remain subject to the terms and conditions herein unless released in writing by the Town.

7. **Entire Agreement:** This instrument contains the entire agreement between the parties hereto relating to the duties and obligations herein assumed. The terms and provisions of this agreement shall not be subject to change or modification unless by a written instrument executed with the same formality as this agreement.

8. **Partial Invalidity:** In the event that any provisions of this agreement are held contrary to or invalid under the laws of any county, state or other jurisdiction, such illegality or invalidity shall not affect any other provisions herein, all of which shall continue in full force and effect.

9. **Attorney's Fees:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

10. Binding Effect: This agreement shall bind and insure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CROW INVESTMENTS, LLC, a limited liability company

By: Lauren O. Schwenk
Its: Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____ 2026, by Lauren O. Schwenk, as Manager of Crow Investments, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced driver's license as identification and who did not take an oath.

(seal)

Notary Public
My Commission Expires:

TOWN OF DUNDEE, a Municipal corporation of
the State of Florida

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this ____ day of _____ 2026, by _____, as
_____ of Town of Dundee, a municipal corporation of the State of
Florida, on behalf of the company, who is personally known to me or who has produced driver's
license as identification and who did not take an oath.

(seal)

Notary Public
My Commission Expires:

EXHIBIT A

PARCEL 272821-832000-001000 and PARCEL 272821-832000-002071

BLOCKS A AND B, RIDGECREST, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 20, PAGE 4, IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF LOT 19, BLOCK B, OF RIDGECREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE SOUTH 00° 09' 03" WEST ALONG THE WESTERLY LINE OF SAID BLOCK B AND THE EASTERLY RIGHT OF WAY LINE OF S.R. 17, A DISTANCE OF 149.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89° 48' 16" EAST, 290.00 FEET; THENCE SOUTH 00° 09' 03" WEST, 150.00 FEET; THENCE NORTH 89° 48' 16" WEST, 290.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF S.R. 17; THENCE NORTH 00° 09' 03" EAST, ALONG SAID RIGHT OF WAY LINE, 150.00 FEET TO THE POINT OF BEGINNING.

AND

COMMENCE AT THE NORTHWEST CORNER OF LOT 19, BLOCK "B" OF RIDGECREST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE SOUTH 00° 09' 03" WEST ALONG THE WESTERLY LINE OF SAID BLOCK "B" AND THE EASTERLY RIGHT OF WAY LINE OF S.R. 17, A DISTANCE OF 149.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89° 48' 16" EAST, 290.00 FEET; THENCE SOUTH 00° 09' 03" WEST, 150.00 FEET; THENCE NORTH 89° 48' 16" WEST, 290.00 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF S.R. 17; THENCE NORTH 00° 09' 03" EAST, ALONG SAID RIGHT OF WAY LINE, 150.00 FEET TO THE POINT OF BEGINNING.