



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL WORKSHOP AGENDA

Tuesday, December 17, 2024, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER
- II. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- III. COUNCIL DISCUSSION
 - 1. Discussion of the Right of Public Speaking in Meetings. (**Councilwoman Randolph**)
 - 2. Discussion of the Town of Eatonville Special Event Program and Process (**Administration**)
 - 3. Approval of The HostDime Project Agreement With Amendment #2 (**Administration**)
- IV. COMMENTS
 - 4. Staff Comments
- V. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



**HISTORIC TOWN OF EATONVILLE,
FLORIDA**

TOWN COUNCIL WORKSHOP

DECEMBER 17, 2024, AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the Right of Public Speaking in Meetings.
(Councilwoman Randolph)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">Florida Statutes 286.011 Reference
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: The request is for the Town Council and other participants to be privileged to speak freely and present issues in public meetings according to the Florida Statutes and Open Meetings.

SUMMARY: On December 3, 2024, the Town council meeting was held and during the closing comment section, the Mayor violated Councilwoman Randolph rights to speak freely on a subject pertaining to her report regarding the status of an alleged ongoing investigation of a law enforcement officer who has been on a paid nonwork status for over a year without any explanation to the officials and the public at will. During the town council report/discussion period, Councilwoman Wanda D. Randolph was rudely interrupted by Mayor Gardner in an effort for not publicly asking questions pertaining to the status of the investigation. Councilwoman Wanda D. Randolph alleges that this practice has occurred several times in the past and is requesting this practice desist and cease as a disparity of treatment not the same as other elected officials on the town council. Councilwoman Wanda D. Randolph contends that the mayor generally cannot simply stop an elected official from speaking or silence an elected official during a public meeting, as this would likely violate the principles of free speech and the right to participate in government discussions, especially if the elected officials are attempting to speak on an relevant topic or making a valid report, however, the mayor can enforce reasonable rules of procedure to manage the meeting, such as established time limits or decorum standards and maintaining respectful conduct, or if an official is disrupting the meeting with inappropriate behavior. The mayor has the right or option to address or answer the issues if desired, but not to violate the rights of others whether elected or nonelected persons. The First Amendment of the Constitution protects the right to free speech while this includes the ability of elected officials to express their views during public meetings.

The First Amendment provides that Congress makes no law respecting an establishment of religion or prohibiting its free exercise. It protects freedom of speech, the press, assembly, and the right to petition the Government for a redress of grievances.

Under Florida Statutes 286.011, also known as the Government in the Sunshine Law by recommendation is for the Town of Eatonville Mayor to adhere to the Florida Constitution to protect the freedom of speech and the press. It states that no law can be passed to restrict or limit the freedom of speech or the press to anyone. It is the mayoral duties by being respectful not to violate the right of speech and likewise in public open meetings.

RECOMMENDATION: The recommendation is for the Town Council and other participants to be privileged to speak freely and present issues in public meetings according to the Florida Statutes and Open Meetings.

FISCAL & EFFICIENCY DATA: N/A

GOVERNMENT IN THE SUNSHINE

Florida's public meetings law, section 286.011, Florida Statutes, commonly referred to as the Sunshine Law, provides a right of access to governmental proceedings at both the state and local levels. The law applies to both elected and appointed boards and to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. The three basic requirements of the Sunshine Law are:

- (1) meetings of public boards or commissions must be open to the public;
- (2) reasonable notice of such meetings must be given; and
- (3) minutes of the meetings must be taken.

WHAT AGENCIES ARE COVERED BY THE SUNSHINE LAW?

It was the Legislature's intent to extend application of the Sunshine Law so as to bind "every 'board or commission' of the state, or of any county or political subdivision over which it has dominion and control." *Times Publishing Company v. Williams*, 222 So. 2d 470, 473 (Fla. 2d DCA 1969). So, the Sunshine Law applies to:

- The Florida legislature
- State agencies
- County commissions
- "Quasi-judicial" proceedings
- Advisory boards
- City commissions
- Special district boards

Advisory boards created pursuant to law, ordinance, rule or otherwise established by public agencies are subject to the Sunshine Law, even though their recommendations are not binding upon the entities that create them.

WHAT IS REASONABLE NOTICE?

Notice must always include date, time, meeting location, agenda or summary. There is no precise definition of "reasonable," but seven days is accepted minimum except for emergency meetings. Notice must always be given, even if the public may be aware of the meeting.

WHAT ARE RECORDING REQUIREMENTS?

Minutes must be kept. A summary of the meeting is acceptable. The meeting does not have to be recorded but if it is the recordings must be maintained as public records according to the state record retention statutes.

WHAT ARE OTHER CONSIDERATIONS?

The public has a right to attend and has a right to be heard at Sunshine meetings, with very few exceptions. The public can also record the meetings. The government or advisory board can place reasonable restrictions on speaking such as a reasonable time limit for speakers.

WHAT ARE PENALTIES FOR VIOLATING THE SUNSHINE LAW?

Penalties for violations of the Sunshine Law may include:

- Decisions taken at meetings may be voidable.
- Removal from office.
- A knowing violation is punishable as a second-degree misdemeanor which includes imprisonment up to 60 days and/or fines up to \$500.
- Unintentional violations may be punishable by a fine of up to \$500.
- Attorneys' fees can be awarded.

RESOURCES

2021 Government in the Sunshine Manual:

[http://myfloridalegal.com/webfiles.nsf/wf/mnos-b9qq79/\\$file/sunshinemanual.pdf](http://myfloridalegal.com/webfiles.nsf/wf/mnos-b9qq79/$file/sunshinemanual.pdf)

Florida Attorney General Frequently Asked Questions:

<http://myfloridalegal.com/webfiles.nsf/wf/mnos->



**HISTORIC TOWN OF EATONVILLE,
FLORIDA
TOWN COUNCIL WORKSHOP
DECEMBER 17, 2024, AT 06:30 PM
Cover Sheet**

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the Town of Eatonville Special Event Program and Process (**Administration**)

TOWN COUNCIL ACTION: REVIEW IMPLEMENTATION & EXPECAION

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION / PLANNING Exhibits: <ul style="list-style-type: none">• Application Review and Cost
INTRODUCTIONS		
CONSENT AGENDA		
COUNCIL DISCUSSION	X	
ADMINISTRATIVE		

REQUEST: The Administration is looking for clear direction from the Town Council on the Town’s Special Events Program Process.

SUMMARY: The Town’s special events program is designed to enhance the town's quality of life, stimulate economic growth, and foster community pride. By organizing a diverse range of events, including festivals, cultural celebrations, sports events, and special events, with aims to attract visitors, engage residents, and strengthen the town's identity.

Considering the use of town property by vendors, it is important to factor in the administrative costs associated with managing these events. These costs can include Permitting and Licensing: Processing applications, issuing permits, and conducting inspections. Security and Safety: Providing security personnel, traffic control, and emergency medical services. Cleaning and Maintenance: Cleaning up after events, repairing any damage, and maintaining the property. Insurance: Ensuring adequate insurance coverage for the event. Staffing: Allocating staff time for event planning, coordination, and oversight.

To recoup these costs, the town may consider implementing the following strategies: Vendor Fees: Flat Fee a fixed fee charged to all vendors, regardless of the size or nature of their business. Permit Fees: Imposing a fee for obtaining necessary permits and licenses. The fee can be based on the type of event, the number of attendees, and the potential impact on the community.

By carefully considering the administrative costs and implementing appropriate fee structures, the town can ensure that the use of public property benefits both the community and the town's bottom line.

RECOMMENDATION: Review and clarification of expectations for Special Events in Eatonville.

FISCAL & EFFICIENCY DATA: N/A



SPECIAL EVENT PERMIT APPLICATION

Completed form should be submitted to the Town of Eatonville Town Hall located at 307 Kennedy Blvd.

Town Hall: 407.623.8900/ Fax 407.623.8919

APPLICANT INFORMATION

Today's Date _____ Event Coordinator _____

Event Sponsor/Organization _____

Physical Address _____

Email Address _____

Phone Number _____ Fax Number _____

EVENT INFORMATION

Name of Event _____

Event Location _____

Estimated Number of Guest _____

Event Start Date _____ Event End Date _____

Event Start Time _____ Event End Time _____

Event Set-Up Date _____ Event Breakdown Date _____

Event Set-Up Time _____ Event Breakdown Time _____

Type of Event ☐ Festival ☐ Run/Walk (Requires TCP) ☐ School Event ☐ Street Fair ☐ Other

Sponsorship? Y or N **If yes, by whom?** _____

Will the event be advertised? Y or N

TRAFFIC/ POLICE/ UTILITY

Will your event require the following? If so, how will the service be provided? **-check all that apply:**

☐ **Parking Arrangements**

- What type of parking will be utilized by this event? Onsite ☐ Offsite ☐ Both ☐
If off-site and parking is on private property, Applicant must submit a letter of permission from property owner.
- Parking attendants? Yes ☐ No ☐ If yes, how many?
- How will attendees be transferred from off-site parking to the special event area and returned?

☐ **Electricity-** Will there be electrical panel and/or generator:

☐ **Police Security-** The applicant may be required to provide police officers for security, crowd control, and/or traffic control at the Special Event. The total number of police officers working at the Special Event is determined by the Eatonville Police Department, and in some cases may use planning variables, including: **(1)** the estimated number of participants and spectators; **(2)** the availability of alcoholic beverages; **(3)** topography and size of the event location; **(4)** weather conditions; **(5)** the time of day during which the Special Event is conducted; **(6)** the need for street closures or rerouting of vehicular or pedestrian traffic; and **(7)** the history of the particular Special Event.

Traffic Control – include number of cones and/or barricades and identify location of each one on site map. Excluding road closures and barricades related to a Traffic Control Plan. Barricades must be approved and detour signs will be required and approved as well. **(Applicant must provide cones and barricades.)**

☐ Barricades ☐ Cones ☐ Pedestrians Crossing

List rental company name and contact information providing names.

☐ **Standard Parade or Race Route**

If applicable, please identify which city route and Traffic Control Plan will be utilized **(Use separate sheet of paper if necessary)**

☐ **Temporary Road Closures** This also requires a traffic control plan. Please identify requested road closures intersections, distances, and time of requested closure. Road closures require approval from the Town of Eatonville, Town Hall administration and Orange County, separate Road Closure form is required to be completed through the Town of Eatonville as well. **Attach map on separate page.**

☐ **Traffic Control/Security** May require the completion of short-term agreement for off-duty officers (Excluding officers related to a Traffic Control Plan)

☐ **Amplified Sound** Include SPECIFIC details on the type of amplified sound

If you are planning to utilize any loudspeakers or other form of amplified sound, please indicate on an attached site plan or map of the location and orientation of those systems. Speakers should not be positioned so as to adversely affect any adjacent residential area between the hours of 9:00 p.m. and 7:00 a.m. A separate approval may be required by the police department if you plan to utilize any type of amplified sound systems.

PROVIDE A SITE MAP INCLUDING AN EVENT SITE PLAN, PARKING, BOOTHS, AND EMERGENCY ENTRANCE & EXITS. ALL ITEMS CHECKED "YES" BELOW MUST ALSO BE IDENTIFIED ON THE SITE MAP.

Check all that apply (items marked with * must provide additional information or permits)

- ☐ Yes ☐ No Will there be a petting zoo or any type of animals at the event? (Exotic animals require Eatonville Police Department approval)
- ☐ Yes ☐ No Will there be any inflatable's?
- ☐ Yes ☐ No Will there be portable restrooms?
- ☐ Yes ☐ No Will there be trash dumpster(s)?
- ☐ Yes ☐ No Will there be any special seating. i.e. bleachers?
- ☐ Yes ☐ No Will there be a first aid station? Who will man it?
- ☐ Yes ☐ No Will there be amusement rides? (Police inspection & insurance required)
- ☐ Yes ☐ No Will there be selling of alcoholic beverages?* (Requires fencing and controlled entrances)
- ☐ Yes ☐ No Will there be selling of food or beverages?
- ☐ Yes ☐ No Will there be merchandise sales?
- ☐ Yes ☐ No Will there be use of liquid propane or BBQ pits? (Fire Extinguisher may be required)
- ☐ Yes ☐ No Will there be fencing around the event?
- ☐ Yes ☐ No Will there be hot air balloons?
- ☐ Yes ☐ No Will there be fireworks? (Must be approved by Fire Dept and Police Station)
- ☐ Yes ☐ No Will there be tents (top with sides)? Certain tents are not allowed. See Town Hall for details
- ☐ Yes ☐ No Will there be canopies (top with no sides)?
- ☐ ☐

Yes No Will there be banners and signs?* (All banners and signs, especially with Town logo must go through Town Hall)

Public Notification

If required, the applicant shall deliver written notice to all owners or occupants of real property abutting the boundaries of the area in which the Special Event will be conducted. The notice must include the following information: **(1)** event date, time, and location, and **(2)** statement that an application for a Special Event Permit has been filed with the Town of Eatonville.

Signage

All signage must remain on the event site and be removed after the event. So not place signs in the City's right-of-way.

Disposal of Wastewater

Applicant shall submit a plan for disposal of any wastewater in connection with the Special Event and such plan must be approved by the Utilities Department.

Other Permits and Fees

Please attach copies of any required insurance, surety bonds, permits or other documents as described in the application and ordinances of the Town of Eatonville for this event.

Insurance and Bonds

If a Special Event uses any portion of the Town's right-of-way, the Applicant shall provide a certificate of insurance that complies with the standards established by the Town's Risk Manager.

If a Special Event is on City Property, a Five Thousand Dollar (\$5,000.00) surety bond shall be deposited with the Application to ensure that no damage is done to City Property. If the Town Chief Administrative Officer certifies that all conditions from the event are in order the bond shall be returned in full. If the Town Chief Administrative Officer does not certify that all conditions are complied with, any costs expanded for policing and/or cleaning shall be deducted from the bond and the remainder returned.

If a Special Event is fully on private property, Applicant shall deposit Five Hundred Dollars (\$500.00) with the Town Chief Administrative Officer as a condition that no paper, liter, or debris shall remain on the site after the Special Event is over. The deposit shall be returned to Applicant upon certification by the Town Chief Administrative Officer that all conditions are met. If the conditions are not met, such costs for cleaning shall be deducted from the deposit and the remainder returned.

All Special Events must have a valid insurance certificate is required for use of any town facility. The insurance certificate must afford one million dollars (\$1,000,000.00) of general liability coverage per occurrence and contain the following information:

General Liability coverage (property and bodily injury) as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as ADDITIONAL INSURED, and guaranteeing 30 days prior notice to change or cancellation of the policy.

Use of any facility for the Special Event will not be permitted unless a valid insurance certificate has been received by no later than ten (10) business days prior to the first scheduled date of the event for facility use.

1. The permit holder shall be responsible for any and all damage to the Town’s facilities, equipment, and/or property, as previously stated. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment, and/or property to reasonable use by others the permit holder will be held responsible, by the bond agreements, as previously mentioned.
2. The Town disclaims responsibility for any accident, injury, liability, loss, or damage to person or property as a result of unauthorized facility use.
3. The permit holder will be responsible for all actions and omissions that result in damages that are caused by their attendees.

Indemnity Agreement

As a condition of a Special Event Permit being issued, the Applicant acknowledges that he/she has voluntarily applied for a Special Event permit that in consideration of the privileges, associated therewith, Applicant agrees to PROTECT, INDEMNIFY, and HOLD HARMLESS, the Town of Eatonville, its officers, agents, and employees, from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage, or liability on account of omission of the undersigned, its officers, employees, or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.

Applicant Signature: _____ Date: _____

I hereby grant the Applicant and the affiliated organization permission to use my property in connection with the Special Event and as described herein.

Property Owner Signature _____ Date _____

Please note that is the responsibility of the applicant/organization to complete all ADDITIONAL and required applications, permits, and forms as they relate to the Special Event.



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL WORKSHOP
TUESDAY, DECEMBER 17, 2024, AT 6:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of The HostDime Project Agreement With Amendment #2
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">• HostDime Agreement• Amendment No. 1 To Development Agreement• Amendment No. 2 To Development Agreement
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: To approve amendment No. 2 to the development agreement with HostDime.

SUMMARY: In 2015, the Town Council unanimously voted on and made a commitment to allocate funds for the infrastructure of the HostDime project, which has since been built. As a senior member of the Council and someone who participated in the voting process for this project, it is crucial that we honor our obligation and commitment to this project.

The HostDime project has now grown to a value exceeding \$58 million and is expected to generate substantial ad valorem taxes for our town. It is important that we follow through on our commitment to ensure the success of this project; and the benefits it will bring to our community.

The Town Attorney has reviewed and presented the amendment to the development agreement and the best course of action moving forward. This document provides further support for our decision to move forward with the HostDime project reimbursement.

RECOMMENDATION: Recommend Town Council approve amendment No. 2 to development agreement with the HostDime. Also, if the project is not completed by the set date the allocated funds for the infrastructure improvements will be refunded to the Town’s reserve account. (Up to \$200,000)

FISCAL & EFFICIENCY DATA: N/A

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Truong Nguyen
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

DOC# 20160285056
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Rec Fee: \$112.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into on the Effective Date by **HostDime.com, Inc.**, a Florida corporation (the “Owner”), and the **Town of Eatonville, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”).

Whereas, the Town is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida (the “Master Parcel”), from the School Board of Orange County, Florida (“OCPS”) as set forth in that certain Agreement for Sale and Purchase dated July 1, 2010 by and between the Town and OCPS, as amended from time to time (the “Hungerford Contract”).

Whereas, the Owner contracted with the Town to purchase five acres of the Master Parcel more particularly described and depicted on **Attachment A** hereto (the “Property”).

Whereas, the Owner plans to consolidate its employees into a 85,000 square foot state-of-the-art corporate headquarters to be constructed on the Property (the “Project”).

Whereas, the Town and the Owner now desire to set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project.

Now, therefore, the Town and the Owner agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Development of the Property.** The Owner is entitled to develop the Project on the Property in accordance with all of the following:
 - a. Development of the Property shall be controlled by the terms of this Agreement and, to the extent not expressly in conflict with this Agreement, the Town of Eatonville’s Comprehensive Plan, the Town of Eatonville Development Code (the “Development Code”), and the Town of Eatonville Code of Ordinances.
 - b. Development of the Property shall be controlled by the zoning and the Site Plan to be approved for the Property by the Town’s Planning Board and the Town Council.
3. **Development-Related Conditions of Approval.** Development of the Project may be undertaken on the Property only in compliance with the following conditions, requirements, and restrictions:

Execution
5/25/2016

a. **Site Plan.** The site plan for the Project (the “**Site Plan**”) shall be prepared for review and approval by the Town’s Planning Board and Town Council, as required by the Development Code. The Town agrees to expedite the review of the Site Plan and other permits. Notwithstanding any part of the Site Plan to the contrary, the Project shall be subject to, and the Site Plan shall reflect, the following conditions, requirements, and restrictions:

(i) Septic systems, on-site package-treatment plants, and potable-water wells are not allowed. Potable water and sanitary sewer service must be obtained from the Town. The Owner shall design and construct the infrastructure (pipes, equipment and all other necessary improvements) to connect the Project to the Town’s potable water and sanitary sewer service lines. The Town shall reimburse the Owner up to \$200,000.00 (“Town Contribution”) of verifiable third party costs and expenses incurred by the Owner in connection with the design and construction of such potable water and sanitary sewer infrastructure (“Utility Improvements”). Any Town Contribution not used to reimburse Owner for Utility Improvements shall be used to reimburse Owner for the Entrance Road below. The Owner shall coordinate with the Town to connect such potable water and sanitary sewer infrastructure to the Town’s existing facilities providing such services.

(ii) Detailed plans for landscaping and tree retention/removal shall be submitted as part of the Site Plan, including the landscape buffer along the perimeter of the site. This can be shown with typical planting detail or notes.

(iii) Sidewalks shall be shown on the plan, including a sidewalk along the parcel’s frontage on Wymore Road.

(iv) Building height shall not exceed 110 feet.

(v) The roadway into the Owner’s entrance (“Entrance Road”), as shown on the Site Plan, will be constructed by the Owner. The Owner shall also pay for any improvements to Wymore Road required in connection with the construction of the Entrance Road. The Town shall cause OCPS to dedicate the Entrance Road to the Town for the use and benefit of the public. The Town and the Owner agree to name of the Entrance Road, “Innovation Place”. The Owner will have the right to choose to use an address of Wymore Road or Innovation Place, Eatonville, Florida. To the extent that the Entrance Road costs more than the Town Contribution, the Master Developer will reimburse Owner up to fifty percent (50%) for the cost of construction of the Entrance Road.

4. **Construction-Related Conditions of Approval.** The following requirements and restrictions shall apply to construction activity on the Property:

a. **Construction Hours and Deliveries.** Construction activity may occur only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, unless approved otherwise expressly and in writing by the Town’s Chief Administrative Officer. Deliveries of construction materials and equipment may occur only during those same hours.

Execution
5/25/2016

b. **Stormwater Retention During Construction.** The Owner shall take such steps as are necessary or useful to ensure that, at all times during construction, all stormwater from rainfall, up to at least one inch per storm, is retained within the boundaries of the Property and not discharged offsite.

c. **Construction-Site Security.** The Owner shall secure the Property throughout the construction period to prevent trespass, theft, bodily injury, and other undesirable occurrences. If, after consultation with the Town's Chief of Police, the Town's Chief Administrative Officer reasonably determines that additional security is needed, the Owner will provide it.

d. **Enforcement.** Material violations of the requirements and restrictions of this Section 4, as determined in the reasonable judgment of the Town Administrative Officer, may result in the issuance by the Chief Administrative Officer of a stop-work order. Upon such issuance, the Owner shall halt all construction immediately and correct the violation. Construction may be resumed only upon written notification to the Owner from the Chief Administrative Officer that the violation has been corrected, and the Chief Administrative Officer shall issue such notice immediately upon correction thereof. The Town shall have such other remedies (other than an action for damages) as allowed by law and equity to enforce the provisions of this Section 4, including (but not limited to) withholding building permits and certificates of occupancy.

5. **Master Developer.** Shortly after the conveyance of the Property to the Owner, the Town expects and intends to sell the remaining Master Parcel to a yet-to-be-identified master developer (the "**Master Developer**"). As part of the consideration from the Owner in return for the Town selling the Property separately from the Master Parcel, the Owner agrees to the following:

a. The Owner and its successors in interest shall be part of the property owners' association for the Master Parcel, if and when one is formed by the Master Developer, so long as the Owner's membership rights and duties are the same as other similarly situated property owners in the association. The Owner will have the right to review the property owners' association documents for the Master Parcel and provide comments prior to adoption.

b. The Owner will contribute to the cost of operation and maintenance of the master stormwater system in the same manner as owners of other properties drained by the system.

6. **Intentionally Omitted.**

7. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized

Execution
5/25/2016

overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 7.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.

As to Owner:	HostDime.com, Inc. 2603 Challenger Tech Court, Suite 140 Orlando, Florida 32826 Attention: Manny Vivar
With a copy to:	Lowndes, Drosdick, Doster Kantor & Reed, P.A. 215 North Eola Drive Orlando, FL 32801 Attention: M. Rebecca Wilson
As to Town:	Town of Eatonville 307 E. Kennedy Boulevard Eatonville, FL 32751 Attention: Roger Dixon, Chief Administrative Officer
With a copy to:	GrayRobinson, P.A. 301 E. Pine Street, Suite 1400 Orlando, FL 32801 Attention: Truong M. Nguyen

c. Subject to Section 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- (i) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day

Execution
5/25/2016

that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

8. **Project Completion/Forced Sale.** Provided that the Town complies with its duties and obligations under this Agreement, the Owner shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project and commence operations at the Project (collectively, the **"Project Start Conditions"**) by June 30, 2019 (the **"Operations Start Date"**). Should the Owner fail to satisfy the Project Start Conditions by the Operations Start Date, but has commenced substantial work on the Project construction, the Operations Start Date shall be extended to June 30, 2020. In the event Owner fails to meet the Project Start Conditions prior to the expiration of the Operations Start Date (including any extension thereof), the Town shall have the right to commence marketing the Property and any then existing Project improvements (the **"Incomplete Project"**) for sale to any potential buyer of the Incomplete Project (the **"Forced Sale Option"**). The Town may exercise the Forced Sale Option by providing notice the Owner setting forth, with specificity, the Owner's failure to satisfy the Project Start Conditions and the Town's intent to market the Incomplete Project for sale. Until such time as the Town is able to (i) procure a buyer for the Incomplete Project (the **"Project Buyer"**) and (ii) produce a final executed purchase and sale contract for the Incomplete Project with such Project Buyer (condition (i) and (ii), collectively, (the **"Forced Sale Conditions"**)), the Owner shall have right to satisfy the Project Start Conditions, in which event, the Forced Sale Option shall expire and have not force or effect (the **"Option Expiration"**), except that the Owner shall reimburse the Town for all reasonable costs incurred by the Town in marketing and contracting for the sale of the Incomplete Project, including but not limited to legal counsel fees and costs. Should the Town satisfy the Forced Sale Conditions prior to any Option Expiration, the Owner shall be obligated to transfer and convey the Incomplete Project to the Project Buyer upon the following terms (each, a **"Sale Covenant"**):

(a) Title shall be conveyed to the Project Buyer by special warranty deed and quit claim bill of sale in the forms attached as Attachments B and C respectively.

(b) Closing shall take place no later than 30 days after the Town satisfies the Forced Sale Conditions (the **"Project Closing Date"**). Prior to such closing, the Project Buyer and the Town shall have access to the Property and the Incomplete Project, during normal business hours to inspect and perform such reasonable and standard tests and assessments as are typically performed on commercial property such as the Property and the Incomplete Project in connection with the sale of such property. The Owner shall provide the Town with a copy of all of the following documents: all Project surveys, engineering and construction plans, renderings and sketches, all agreements with any general contractor, subcontractor, architect or engineer, insurance policies on the Project, any construction payment or performance bond, any lease, sublease or license agreement for any part of the Project.

Execution
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(c) The Project Buyer shall pay for all standard closing costs, including recording fees, title insurance premiums and documentary stamp tax on the special warranty deed. The Owner shall pay for the fees the costs of its legal counsel.

(d) Purchase sale price shall equal the aggregate of the Owner's verifiable costs to purchase the Property and construct the Incomplete Project, pro-rated for real property taxes to the date of closing (the "**Sales Proceeds**").

(e) Sales Proceeds, shall be applied and disbursed as follows to the extent of available Sales Proceeds: first to pay off any monetary lien encumbering Property, second to pay off or pay down any Project Indebtedness and last to the Owner. "**Project Indebtedness**" shall mean any debt held by a third party lender, entered into at arm's length terms in order to provide construction financing for the Project, and secured by a first mortgage on the Property. The Town and the Owner hereby subordinates this Agreement to the lien of mortgage securing any Project Indebtedness.

(f) Should the Project Buyer fail to close on the purchase of the Property and the Incomplete Project by the Project Closing Date for any reason other than the Owner's failure to comply with any Sale Covenant applicable to the Owner, the Forced Sale Option shall expire and have not force or effect and the Town shall reimburse the Owner for all reasonable costs incurred by the Owner in complying with any Sale Covenant applicable to the Owner, including but not limited to legal counsel fees and costs.

9. **Force Majeure.** Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, or other natural disaster, war or other national emergency, embargo, riot, strike, the intervention of any governmental authority, or other causes beyond the reasonable control of the parties (but specifically excluding therefrom general economic conditions or the economy in general as a cause), provided, however, that the party so delayed promptly notifies the other party of such delay.

10. **Sovereign Immunity.** Nothing contained in this Agreement nor in any instruments or documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Town of its sovereign immunity under the Constitution and laws of the State of Florida.

11. **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Owner or the Town, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the Town, or the Owner, as the case may be, shall have the right to pursue the remedies set forth in Section 13.f. hereof.

12. **Amendments and Waivers.** This Agreement may be amended only by express written instrument executed by both the Owner and the Town, and the execution by the Town shall be valid and binding against the Town only if expressly approved by its Town Council at a legally valid meeting thereof. Waivers of material requirements, restrictions, and conditions

Execution
5/25/2016

imposed hereunder shall be valid and binding against the Town only if expressly approved by its Town Council at a meeting thereof.

13. **Miscellaneous.**

a. **Consultant Fees.** The Owner in accordance with the Development Code shall reimburse the Town for its reasonable fees paid to consultants hired by the Town to review development plans, Site Plan and permit applications.

b. **Covenants Running with the Land.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties and shall be a covenant running with the Property. Also, Owner covenants, on behalf of itself and its successors and assigns, that from the date of this Agreement until the 99th anniversary of the date on which the Property was conveyed by the Town to the Owner, the Owner shall not seek or support or otherwise apply, petition, or sue for de-annexation of the Property from the boundaries of the Town. Any such application, petition, or suit for de-annexation by the Owner (or its successors or assigns) shall be void and subject to denial or dismissal with prejudice. This covenant shall survive termination of this Development Agreement.

c. **Recordation of Agreement.** This Agreement shall be recorded in the Official Records of Orange County, Florida, at the expense of the Owner, within ten business days after the Effective Date of this Agreement (as defined below).

d. **Applicable Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for a proceeding in connection with this Agreement shall be the Ninth Judicial Circuit of Florida, in Orange County, Florida.

e. **Further Documentation.** Following a request therefor by a party, the other party shall execute and deliver such documents and instruments, in form and substance reasonably requested, as may be necessary to confirm the obligations of the party and to evidence the consummation of the transactions contemplated hereby.

f. **Limitation on Remedies.** In judicial proceedings, the Town and the Owner shall have the right to enforce the terms and conditions of this Agreement only by an action for specific performance or injunctive relief. Each party expressly waives its right, if any, to seek damages of any type in actions arising from or connected to this Agreement, the Project, and the Contract. Notwithstanding the foregoing, the parties may use self-help remedies such as withholding performance of obligations hereunder while the other party is in breach hereof, withholding permits and approvals (including certificates of occupancy), etc.

In witness whereof, the Owner and the Town have caused this Agreement to be executed by their respective, duly authorized representatives as set forth below, and the Effective Date is the last date on which this Agreement is executed by all parties.

TOWN OF EATONVILLE, FLORIDA

By: its Town Council

Execution
5/25/2016

By: [Signature]
 Name: Eddie Cole
 Its: Interim Mayor

ATTEST:

By: [Signature]
 Cathlene Williams, Town Clerk

STATE OF FLORIDA
 COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Eddie Cole, Interim Mayor of the Town of Eatonville, Florida, known to me to be the person described in and who executed the foregoing, this 26th day of May, 2016. He is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of May 26th, 2016.

[Signature]
 NOTARY PUBLIC

Print Name: Cathlene Williams

My Commission Expires: 01/19/2020

Notary Public State of Florida
 Cathlene A Williams
 My Commission FF 951813
 Expires 01/19/2020

Execution
5/25/2016

Witnesses:

HOSTDIME.COM, INC., a Florida
corporation

Hallie Fisher
Print Name: Hallie Fisher

By: David Vivar
President

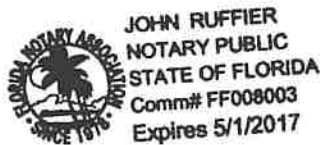
John Ruffier
Print Name: John Ruffier

Print Name: David Vivar

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by DAVID VIVAR, President of **HostDime.com, Inc.**, known to me to be the person described in and who executed the foregoing, this 31st day of May, 2016. He/she is personally known to me or has produced FL DL (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of May, 2016



John Ruffier
NOTARY PUBLIC

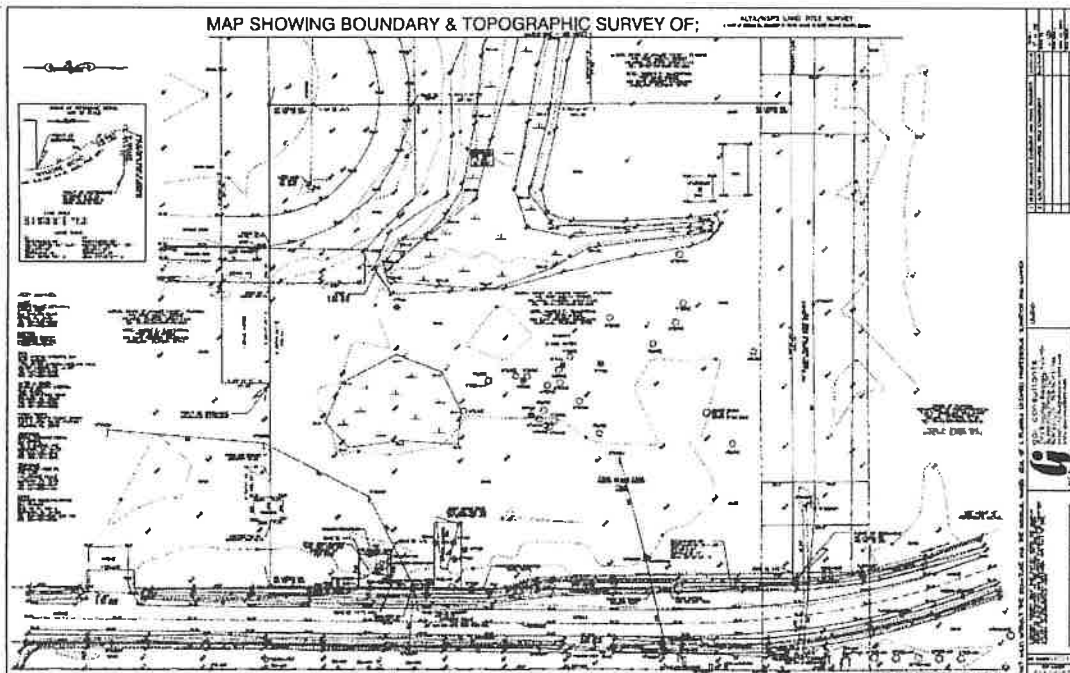
Print Name: _____

My Commission Expires: _____

**Attachment A
to the
Development Agreement**

**Legal Description and Sketch
of the
"Property"**

A PART OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 35; THENCE SOUTH $89^{\circ}48'04''$ EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 410.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE CONTINUE ALONG SAID SECTION LINE NORTH $88^{\circ}52'36''$ EAST, A DISTANCE OF 5.03 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF WYMORE ROAD (A 60 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2008, PAGE 625, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA), SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 863.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 449.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $25^{\circ}03'53''$ WEST AND A CHORD DISTANCE OF 444.46 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 803.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 453.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $23^{\circ}48'47''$ WEST AND A CHORD DISTANCE OF 447.36 FEET TO A POINT ON SAID CURVE AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 803.00 FEET; ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 115.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $03^{\circ}30'23''$ WEST AND A CHORD DISTANCE OF 115.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $00^{\circ}37'38''$ EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 369.36 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH $89^{\circ}47'23''$ EAST, A DISTANCE OF 446.54 FEET; THENCE SOUTH $00^{\circ}12'37''$ EAST, A DISTANCE OF 484.90 FEET; THENCE SOUTH $89^{\circ}47'23''$ WEST, A DISTANCE OF 445.28 FEET TO THE POINT OF BEGINNING.



Execution
5/25/2016

Attachment B

THIS INSTRUMENT PREPARED BY:

Truong Nguyen, Esquire
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 332801
Telephone: 407/244-5687

RETURN TO:

Tax Parcel No.: [_____]

NOTE TO RECORDER: Documentary Stamp Taxes in the amount of \$[_____] on consideration in the amount of \$[_____] are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, ____ between [Seller] ("Grantor"), whose mailing address is _____, and [Buyer] ("Grantee"), whose mailing address is _____. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto Grantee that certain tract(s) or parcel(s) of land located in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all improvements, rights, benefits, privileges, easements, tenements, and appurtenances thereon or pertaining thereto (the Land, together with such improvements, rights, benefits, privileges, easements, tenements, and appurtenances being hereinafter referred to collectively as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject only to real estate taxes for calendar year _____ and all subsequent calendar years; and matters of record, the reference to which shall not act to reimpose the same.

TO HAVE AND TO HOLD the Property unto Grantee, his successors and assigns in fee simple forever, and Grantor hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, his successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Execution
5/25/2016

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, _____.

WITNESSES:

[Seller]

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____ of _____, for the _____. He/She is () personally known to me or () has produced a _____ driver's license as identification.

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission Expires: _____

(Affix Notary Seal)

Execution
5/25/2016

Attachment C

FORM OF BILL OF SALE

QUIT-CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT [Seller], whose address is _____ (hereinafter referred to as "Transferor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid by [Buyer], whose address is _____ (hereinafter referred to as "Transferee"), the sufficiency and receipt of which is hereby acknowledged, has granted, transferred and delivered, and by these presents does grant, transfer and deliver unto the Transferee, its successors and assigns, all of its right, title and interest in and to such of the items, goods, chattels and equipment, which are presently existing and located on the real property legally described in Exhibit "A", attached hereto and incorporated herein, AND WITHOUT WARRANTY OF TITLE, FITNESS OR MERCHANTABILITY.

TO HAVE AND TO HOLD the same unto the Transferee, its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor has caused these presents to be executed as of this ____ day of _____, _____.

Signed, sealed and delivered
in our presence:

Witnesses:

[Seller]

Printed Name

By: _____
Name: _____
Its: _____

Printed Name

AMENDMENT NO. 1 TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF EATONVILLE
AND
HOSTDIME.COM, INC.
Effective as of January 16, 2024

AMENDMENT NO. 1 TO
DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT dated May 26, 2016 (the “Agreement”), by and between the TOWN OF EATONVILLE, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and HOSTDIME.COM, INC. (“HostDime”), is hereby amended as follows:

RECITALS:

WHEREAS, Section 8 of the Agreement provides that HostDime shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project and commence operations at the Project (collectively, the “Project Start Conditions”) by June 30, 2019 (the “Operations Start Date”); and

WHEREAS, Section 8 of the Agreement further provides that should HostDime fail to satisfy the Project Start Conditions by the Operations Start Date, but has commenced substantial work on the Project construction, the Operations Start Date shall be extended to June 30, 2020; and

WHEREAS, the Town previously granted an extension of the Operations Start Date to October 28, 2020; and

WHEREAS, Section 3(a)(i) provides that the Town shall reimburse HostDime up to \$200,000.00 of verifiable third party costs and expenses incurred by HostDime in connection with the design and construction of such potable water and sanitary sewer infrastructure; and

WHEREAS, HostDime has provided verifiable third-party costs and expenses in accordance with Section 3(a)(i); and

WHEREAS, the Town recognizes the benefits the HostDime project will bring to the community and desires to ensure the success of the project for the continued benefits of the citizens of the Town; and

WHEREAS, at a public meeting of the Town Council on January 16, 2024, the Town Council voted to approve an extension to the Operations Start Date to June 30, 2024; and

WHEREAS, pursuant to the approval of an extension of the Operations Start Date, completion of the project must be no later than June 30, 2024; and

WHEREAS, this Amendment has been prepared and reviewed by the Town and HostDime, and the Town and HostDime desire to enter this Amendment No. 1 to effectuate the redevelopment of the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Section 8 of the Agreement shall be amended as follows:

The Operations Start Date shall be extended to June 30, 2024.

2. Pursuant to Section 3(a)(i) of the Agreement, the Town shall reimburse HostDime \$200,000.00 in connection with the design and construction of potable water and sanitary sewer infrastructure incurred for the project on or before February 01, 2024.

3. **Governing Law.** It is agreed that this Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

4. **Partial Invalidity.** The invalidity of any portion of this Amendment will not and shall not be deemed to affect the validity of any other provision. If any provision of this Amendment is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

5. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of each party's respective successors and assigns.

6. **Interpretation.** The parties acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the Effective Date first set forth above.

Witnesses:

[Signature]
Print Name: Brita Robinson
[Signature]
Print Name: Veronica King

TOWN OF EATONVILLE, FLORIDA

By: [Signature]
Name: Angie Gardner
Title: Mayor
Dated: 1-19-24

Witnesses:

Print Name: _____

Print Name: _____

HOSTDIME.COM, INC.

By: _____
Name: _____
Title: _____
Dated: _____

AMENDMENT NO. 2
TO DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF EATONVILLE
AND HOSTDIME.COM, INC.
Effective as of December ____, 2024

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT dated May 26, 2016, as amended by Amendment No. 1 dated January 19, 2024 (the “Agreement”), by and between the TOWN OF EATONVILLE, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and HOSTDIME.COM, INC. (“HostDime”), is hereby amended as follows:

RECITALS:

WHEREAS, Section 8 of the Agreement, as amended, provides that HostDime shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project, and commence operations at the Project by June 30, 2024 (the “Operations Start Date”); and

WHEREAS, the Town previously granted an extension of the Operations Start Date to October 29, 2020, and subsequently granted an extension of the Operations Start Date in Amendment No. 1 to June 30, 2024; and

WHEREAS, Section 3(a)(i) of the Agreement provides that the Town shall reimburse HostDime up to \$200,000.00 of verifiable third party costs and expenses incurred by HostDime in connection with the design and construction of the such potable water and sanitary sewer infrastructure; and

WHEREAS, the Town has reimbursed HostDime \$200,000.00 in accordance with Section 3(a)(i) of the Agreement; and

WHEREAS, the current Project schedule provides for a substantial completion date of April 19, 2025, and HostDime has requested an extension to the Operations Start Date; and

WHEREAS, the Town has previously granted extension requests by HostDime and the Town has not invoked the Forced Sale option contained in Section 8 of the Agreement; and

WHEREAS, the parties agree that time is of the essence for completion of the Project for the benefit of the Town, its residents, and HostDime; and

WHEREAS, this Amendment has been prepared and reviewed by the Town and HostDime, and the Town and HostDime desire to execute this Amendment No. 2 to effectuate development of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Section 8 of the Agreement shall be amended as follows:

The Operations Start Date shall be extended to April 30, 2025. As consideration for the extension, in the event HostDime does not obtain a final certificate of occupancy on or before April 30, 2025, HostDime agrees to reimburse the Town \$200,000.00, which represents the amount the Town has previously reimbursed HostDime in accordance with the Agreement. Such amount shall be made payable to the Town on or before May 31, 2024.

2. Governing Law. It is agreed that this Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

3. Partial Invalidity. The invalidity of any portion of this Amendment will not and shall not be deemed to affect the validity of any other provision. If any provision of this Amendment is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

4. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each party's respective successors and assigns.

5. Interpretation. The parties acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the Effective Date first set forth above.

Witness:

Print Name: _____

TOWN OF EATONVILLE, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

Witness:

Print Name: _____

HOSTDIME.COM, INC.

By: _____

Print Name: _____

Title: _____

Date: _____