



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL WORKSHOP AGENDA

Tuesday, September 19, 2023 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

I. CALL TO ORDER

II. COUNCIL DISCUSSION

1. Discussion of the results of the Bruce and Winnie Mount Scholarship Program (**Clerk**)
2. Discussion of the Agreement Between the Town and Host Dime (**Vice Mayor Daniels**)

III. 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

SEPTEMBER 19, 2023 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 results of the Bruce and Winnie Mount Scholarship Program
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Bruce and Winnie Mount Scholarship Program results Information
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss the results of the Bruce and Winnie Mount Scholarship Program.

SUMMARY: The Review Committee met on Monday, September 11, 2023 at 2:00 p.m. After careful review of submitted information for each candidate, it is the consensus of the committee that neither candidate is eligible for the 2023 Bruce and Winnie Mount Scholarship.

RECOMMENDATION: Recommend Town Council to discuss the results of the Bruce and Winnie Mount Scholarship Program

FISCAL & EFFICIENCY DATA: N/A

The Town of Eatonville Eatonville Florida

Bruce and Winnie Mount Scholarship Program

APPLICANT'S NAME	CATEGORIES (Must meet <u>all</u> category requirements)						
	Application	Essay	Official Transcript	GPA	Community Service	College Acceptance	H.S. Graduate
Kennedy J. Simmons	Eligible	Eligible	Not Eligible	Eligible	Not Eligible	Not Eligible	Eligible
Cristian A. McElwe	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Not Eligible
Azariah D. Burnside	Eligible	Eligible	Not Eligible	Eligible	Not Eligible	Eligible	Eligible

REVIEWING COMMITTEE: Marlin Daniels (Council Member), Mrs. Veronica King (Town Clerk), Louissteen Cummings (Resident), Angela Johnson (Resident)

RESULTS/COMMENTS/NOTES:

- The Review Committee met on Monday, September 11, 2023 at 2:00 p.m. After careful review of submitted information for each candidate, it is the consensus of the committee that neither candidate is eligible for the 2023 Bruce and Winnie Mount Scholarship.
- All candidates are encouraged to apply next year for the Bruce and Winnie Mount Scholarship.

OBSERVATIONS:

- Community Service Hours should be documented and confirmed through an adult representative from organization (Should not be completed by the scholarship candidate)
- A Full Official Transcript should be provided with a seal and proof of graduation prior to final determination.
- Proof of College Acceptance should provide the student's name, attending college, and proof of enrollment.

RECOMMENDATIONS:

- Present the Bruce and Winnie Mount Scholarship earlier in the year.
- Include in the criteria Proof of Enrollment
- Develop a scoring matrix for the review process.
- Show proof of non-profit organization
- For award determination, develop a matrix of percentages to determine award amounts for each eligible candidate.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

SEPTEMBER 19, 2023 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 Agreement Between the Town and HostDime (**Vice Mayor Daniels**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Legal Opinion From Attorney Moseley • HostDime Agreement
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss the Agreement between the Town of Eatonville and 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 on the Council and someone who participated in the voting process for this project, I believe it is crucial that we honor our obligation and commitment to this project.

The HostDime project has now grown to a value exceeding \$42 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.

I have attached an opinion from our former attorney, Dean Mosley, which outlines the legal formalities associated with honoring our vote. This document provides further support for our decision to move forward with the HostDime project. I will be presenting this matter in the Town Council’s Meeting for Council decision.

RECOMMENDATION: Recommend Town Council discuss the Agreement between the Town of Eatonville and HostDime.

FISCAL & EFFICIENCY DATA: N/A

THE MOSLEY LAW FIRM, INC

TELEPHONE: 407-649-7111
812 N. Thornton Avenue,
Orlando, Florida 32801

EMAIL: dfmosleylaw@gmail.com

December 21, 2020

Eddie Cole
Mayor of Town of Eatonville
37 E. Kennedy Blvd.
Orlando, Florida 3251

Re: **\$200,000.00 Agreement with Host Dime**

Dear Mayor and Members of the Town Council:

I took time today to review the situation with the Host Dime matter because I was noticed on a letter concerning Host Dime and an obligation on the part of the Town of Eatonville to make a \$200,000.00 contribution to the development of the Host Dime building in Eatonville, Florida.

I reviewed several documents that was at first confusing and conflicting with the initial documents generated in year 2016. In the year of 2016, it was clear that the Town of Eatonville would contribute \$200,000.00 to the Host Dime project, because it recognized the building, when completed, would generate tax revenues to the Town of Eatonville in excess of \$150,000.00 per year. It seemed at that time beneficial and a strategic partnership for the citizens of Eatonville. It appears all parties were on the same page and agreed to mutual terms that was reviewed by lawyers and all decision makers.

On August 20, 2019, it appears that the sentiment began to change when reading the minutes produced from the August 20, 2019 meeting, Section VIII of the minutes in particular. Resolution 2019-16, presented by Mike Johnson, the Director of the Community Redevelopment Agency, reasoned that funding allocated to a project that had not been completed in three years, had to be re-appropriated to the Community Redevelopment Agency's budget. No law was cited in the minutes to support that conclusion and it appears no one argued otherwise. However, when you listen to the recorded version of that August 20, 2019 meeting a lot more was said. It appears that the Town Council, led by the comments of Marilyn Sconions, that it was the intent of the Town Council to have that money re-appropriated to the Community Redevelopment Agency only to meet the requirements of the law, but it was clear from Marilyn Sconions, Theodore Washington and Mayor Cole that the money was to be re-allocated to the Host Dime project. I encourage all concerned to listen to the recording. There was a vote on the Resolution and it passed. The Town Council voted to re- appropriate the \$200,000.00 to the Community Redevelopment Agency. At this point, I cannot determine if there was an orataneous amendment to Resolution 2019-16, which indicated the concerns articulated by Marilyn Sconions, Theodore Washington and Mayor Eddie Cole.

It is also important to note that an extension was granted to Host Dime by the Town Planner on October 28, 2017 for three years, which would mean the agreement did not expire before August 2019, but rather was in full force and effect until October 2020. Then, in 2020 the lack of progress may be

attributable to the pandemic, basically the world stopped and because of force majeure, many courts would grant an extension under the present circumstances.

I then read a communications letter drafted seemingly by the attorney who represented the Community Redevelopment Agency, Greg Jackson. That communications was drafted and emailed on October 9, 2019 and it stated in summary form, that the initial designation of Community Redevelopment Agency funds were use restricted by Florida Statute. It cited Florida Statute 163, Part III. I believe the attorney was referring to 163.370 (3), which states, The following projects may not be paid for or financed by increment revenues: I came to the conclusion that Attorney Jackson was most likely referring to Florida Statute 163.370 (3) (b). Which reads, Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project scheduled or plan of the governing body which approve the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.

It is my interpretation of this section to mean that if there was a Capital Improvement Plan that included Host Dime previous to the Community Redevelopment Plan to provide the \$200,000.00 to Host Dime, then the contribution would be statutorily restricted. Here, I do not find that any such Capital Improvement Plan existed previous to the pledge by the Town Council to Host Dime that included Host Dime. The Capital Improvement Plan came about after the commitment to Host Dime and therefore does not statutorily bar the Community Redevelopment Agency from honoring an agreement previously made. Subsequent acts don't generally vitiate previous contractual agreements, especially when one partially performs and or rely on your promise. Matters are compounded, because Host Dime has started work on the project and has relied on the Town's promise and agreement to initiate work. There is no indication that anyone in the appropriate official capacity communicated to Host Dime, prior to work initiation that the Town of Eatonville was no longer going to honor the \$200,000.00 pledge.

It is important to understand and recognize that if this matter should end up in litigation, not only will the courts question why we don't understand the value of the agreement and its benefit, but the cost for breaching such agreement could be enormous. If delays are caused because of a breach attributable to the city, those delays could cost as much as \$2,500.00 a day. Those cost are passed on to the Town of Eatonville as damages in a lawsuit. The typical damages are compensatory, special damages, and loss of profits. It is true generally to get attorney's fees it has to be included in the contractual arrangement. I have not read anything that indicates that attorney's fees in case of a breach would be the town's responsibility.

In short, I encourage the Town Council to resolve this issue post haste.
I think the risk of breaching the agreement and having to pay damages is real.

Respectfully,

TOWN COUNCIL
MINUTES
MAY 26, 2016
SPECIAL SESSION MEETING
6:00 P.M.

PRESENT: Interim Mayor Eddie Cole, Vice Mayor, Rodney Daniels, Councilwoman Angela Thomas, and Councilman Theo Washington.

STAFF: Attorney Joseph Morrell, Roger Dixon, Chief Administrative Officer, and Cathlene Williams; Town Clerk. **Also in Attendance:** Thomas J. Wilkes, Attorney.

- I. **CALL TO ORDER & VERIFICATION OF QUORUM-** Interim Mayor Eddie Cole called the Council Meeting to order at 6:07 PM., a quorum is established.
- II. **INVOCATION & PLEDGE OF ALLEGIANCE-** Interim Mayor Cole led the Prayer followed by the Pledge of Allegiance; Interim Mayor Cole opened the meeting to **Citizen Participation.**

PUBLIC PARTICIPATION- **Lou Payas; with Payas Commercial Real Estate-** Yesterday the Interim Mayor spoke very eloquently about the impact of Host. Dime will have in Eatonville. Mr. Payas stated he is the reason that Host. Dime is here, met with Tom Kohler, Richard Levy, and Manny at the GAI Office and the discussed the project, a during the meetings, Mr. Levy indicated to me that I would receive a commission on this project, I have all the documentation, I have subsequently sent to Mr. Kohler the commission agreements, that were not forwarded to the appropriate authorities, I want to solve this amicably, I am prepared to litigate if it gets to that point. Interim Mayor Cole indicated tonight, we are dealing with the Developer’s Agreement.

- III. **PRESENTATIONS**
- IV. **PUBLIC HEARING**
- V. **DISCUSSION ITEMS ONLY**
- VI. **CITIZENS PARTICIPATION**
- VII. **CONSENT AGENDA**

A. Approval of the May 26, 2016 Developer’s Agreement between Host. Dime and the Town of Eatonville. Motion by Councilman Washington, the motion was seconded by Vice Mayor Rodney Daniels to approve the Developer’s Agreement between Host. Dime and the Town of Eatonville; **AYE: ALL, MOTION PASSES.**

- VIII. COUNCIL DECISION
- IX. STAFF REPORT
- X. ADMINISTRATIVE/COUNCIL/ATTORNEY REPORT- NONE

ADJOURNMENT- Special Session Meeting adjourned at 6:10 P.M.

Respectfully Submitted by



Cathlene Williams, Town Clerk



Town of Eatonville, Florida Town Council Special Session Meeting

Thursday, May 26, 2016

Item: A

Town Council Action

I.	Proclamations, Awards, and Presentations	<input type="checkbox"/>	Department: Mayor
II.	Public Hearing	<input type="checkbox"/>	Exhibits: Development Agreement between Host. Dime, and the Town of Eatonville
III.	Consent Agenda	<input checked="" type="checkbox"/>	
IV.	Legislative	<input type="checkbox"/>	
V.	Administrative	<input type="checkbox"/>	

REQUEST: Staff requests that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime.

SUMMARY: The Town of Eatonville is the contract buyer of approximately 99.241 acres of land located on Wymore Road in the Town of Eatonville, Florida from the School Board of Orange County, Florida. The particulars are outlined 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").

Host. Dime contracted with the Town to purchase five acres of the Master Parcel to construct an 85,000 square foot state-of-the-art corporate headquarters and to consolidate its employees. The Town and Host. Dime set forth the entitlements, terms, conditions, requirements, and restrictions negotiated by the parties as part of the Project in the Development Agreement dated May 26, 2016.

RECOMMENDATION: Staff recommends that Council approves the execution of the May 26, 2016 Development Agreement between the Town of Eatonville and Host. Dime

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

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:

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.

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

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

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.

(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

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

5/25/2016

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
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 _____, _____ of the Town of Eatonville, Florida, known to me to be the person described in and who executed the foregoing, this ____ day of _____, 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 _____, 2016.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

Witnesses:

HOSTDIME.COM, INC., a Florida corporation

Print Name: _____

By: _____
President

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by _____, President of **HostDime.com, Inc.**, known to me to be the person described in and who executed the foregoing, this ____ day of _____, 2015. He/she 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 _____, 2015

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Attachment A
to the
Development Agreement

Legal Description and Sketch
of the
“Property”

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.

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)

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