



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL WORKSHOP AGENDA

Tuesday, February 04, 2025, 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 HostDime Project Agreement With Amendment #2 (**Administration**)
- IV. COMMENTS
 - 2. 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

TUESDAY, FEBRUARY 4, 2025, 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: 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

DOC# 20160285056
06/02/2016 04:19:21 PM Page 1 of 13
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

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:

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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.

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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

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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

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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.

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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

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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

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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 24th 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 24, 2016.

[Signature]
NOTARY PUBLIC

Print Name: Cathlene Williams

My Commission Expires 01/19/2020


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Witnesses:

HOSTDIME.COM, INC., a Florida corporation

Hallie Fisher
Print Name: Hallie Fisher

By: David Vivar
President

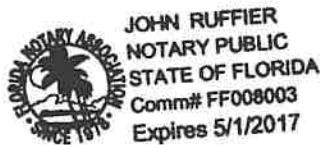
John Ruffier
Print Name: John Ruffier

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

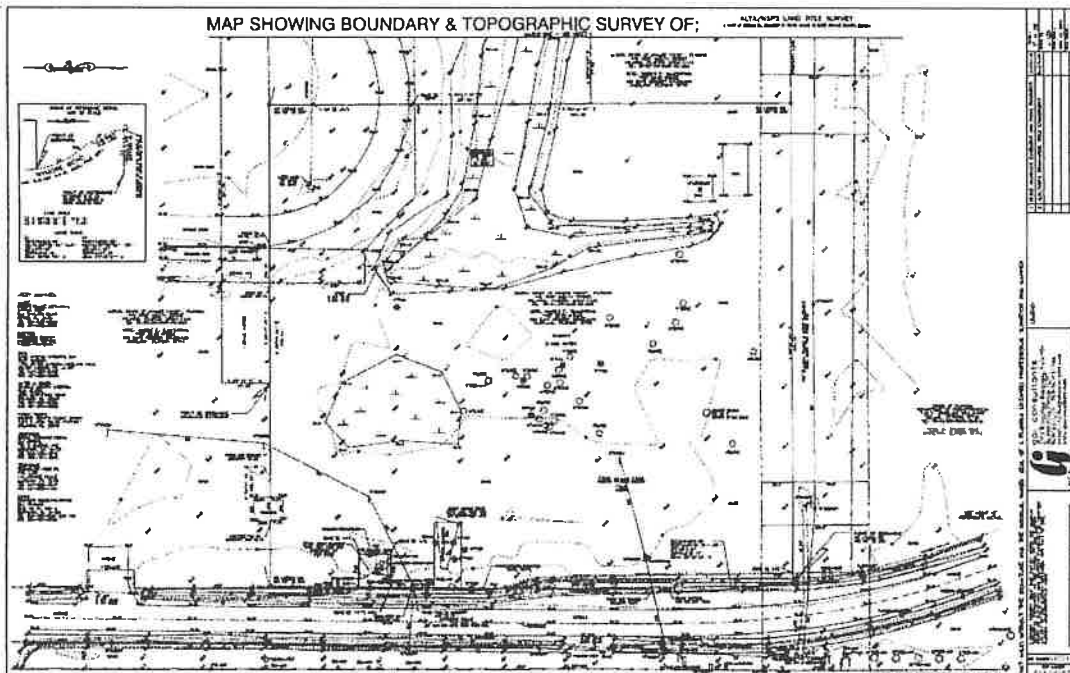
Print Name: _____

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.



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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.

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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)

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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

Printed Name

By: _____

Name: _____

Its: _____

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.

TOWN OF EATONVILLE, FLORIDA

Witnesses:

[Signature]
Print Name: Janita Robinson

[Signature]
Print Name: Veronica King

By: [Signature]
Name: Angie Gardner
Title: Mayor

Dated: 1-19-24

HOSTDIME.COM, INC.

Witnesses:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

Dated: _____

AMENDMENT NO. 2
TO DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF EATONVILLE
AND HOSTDIME.COM, INC.
Effective as of February ____, 2025

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 May 15, 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 June 15, 2025.

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 insure 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.

TOWN OF EATONVILLE, FLORIDA

Witness:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

HOSTDIME.COM, INC.

Witness:

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____