



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, January 16, 2024, at 7:30 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 AND VERIFICATION OF QUORUM

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)

V. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes - August 1, 2023 (**Clerk Office**)

2. Approval of Settlement Offer to the Town of Eatonville From Florida Municipal Insurance Trust (FMIT) For Damages Related to Hurricane Irma And Ian. (**Legal**)

VI. COUNCIL DECISIONS

3. Approval of the HostDime Project Agreement with Amendment #1 and Allocating Funds for Reimbursement of Utilities and Right-Of-Way Infrastructure Improvement.
(**Vice Mayor R. Daniels**)

VII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

VIII. 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 MEETING

TUESDAY, JANUARY 16, 2024, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Town Council Meeting Minutes - August 1, 2023
(Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1ST / 2ND READING		Exhibits: (Council Meeting Minutes: See List Below) - Council Meeting Minutes 8-1-23, 7:30 p.m.
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of meeting minutes for the Town Council Meeting held on August 1, 2023, at 7:30 p.m.

SUMMARY: The Town Council Meeting was held on the 1st Tuesday, August 1, 2023, at 7:30 p.m. Minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of August 1, 2023, Town Council meeting minutes.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING MINUTES

Tuesday, August 1, 2023 at 7:30 PM

Town Hall (Council Chamber) - 307 E Kennedy Blvd. 32751

SPECIAL NOTICE: These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida’s Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. ***Audio Recording are available through the Town’s website on the Council Agenda Page.*

CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:32 p.m. and quorum was established through roll call by Mrs. Veronica King

PRESENT: (5) Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington, Vice Mayor Rodney Daniels, Mayor Angie Gardner;

STAFF: (6) Demetrius Pressley, **Interim Chief Administrator Officer**, Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Joseph Jenkins, **Deputy Chief**, Katrina Gibson, **Finance Director**, Valerie Mundy, **Interim Public Works Director**,

INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Invocation followed by the Pledge of Allegiance

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to approve Council Meeting Agenda removing item #5 (To Hire External I.T. Company to Conduct Am Analysis on Town Equipment and Improvements); Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

PRESENTATION AND RECOGNITIONS – None.

CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced)

Michelle Fort – The hotel is more than an eye soar and represents injustice (to not do anything is not progress); thank you for the Moratorium, the residents should not have to pay for the money builders are making off the town. The council should make decisions in the best interests of the citizens; need grants and revenue. Water and sewer rates need to increase.

Ryan Novak – Expressed concerns about door-to-door solicitation; recommended establishing a Solicitation Ordinance whereby companies must register with Eatonville for approval to solicit to Eatonville; having on file their standard contracts available to review and hold companies accountable. They can pay a fee per solicitor per day in the town. This will protect the residents from predatory practices. Everyone who walks through the metal detector should be treated the same.

Marty Sullivan – (Winter Park Commissioner) – Has a community interest; as a neighbor who lives in Winter Park, would like to see coordination between Eatonville and Winter Park. Cultural and heritage are common interests for Eatonville and Winter Park. Would like to assist with Hungerford land; use for a community land trust would be a premier use.

APPROVAL CONSENT AGENDA: Mayor Gardner Motions to approve the consent agenda approving CONSENT AGENDA with approval to Award to 1st Class Roofing, Inc., for Eatonville Town Hall Roof & HVAC Replacement, Approval of Resolution 2023-14 to Adopt the Orange County Local Mitigation Strategy (LMS), Approval of the Surplus of Two EPD Vehicles, approval of FILEBANK Record Management/Digitizing Services; Moved by Councilman Washington; Second by Councilman M. Daniels; **AYE: ALL, MOTION PASSES.**

COUNCIL DECISIONS: (Item #5 was removed - To Hire External I.T. Company to Conduct An Analysis on Town Equipment and Improvements)

Approval of the U.S. Department of Housing and Urban Development Grant for the Economic Development Initiative; **Discussion: (Gardner)** Presented this project (Town Shoppe, Hotel property) as one of the grants previously in CRA meeting (2 million dollars). The 4-million-dollar grant is from Congressman Cross office. (Denton Johnson and Elizabeth Park). There were master plans for the Town Shoppe, Denton Johnson, and Elizabeth Park; reason why these projects were chosen. This should have been brought to a workshop before Council. (R. Daniels) Would have wanted the land across the street (Hungerford) to be considered for a land purchasing grant. Code Enforcement is in place to address the eye soar property; must hold Code Enforcement and the landowner accountable. The Attorney has not been asked to review this grant. The town has not gone after appropriation; there are opportunities to get money. To after this grant, who is this grant benefiting. The housing authority and inspections can be done to address the eye-soar issue. The CRA addresses blighted area; have to show drawings on what is being proposed on the properties to apply for the funding (Need a plan). There was further discussion about the project (purchase of hotel property for affordable housing) that was submitted as part of the grant application. There is a drawing for the Hungerford property. Today’s decision is to approve receiving funds; the project can be altered. Council would like to workshop the Project options for the grant. **Mayor Gardner motions for approval** of the U.S. Department of Housing and Urban Development Grant for the Economic Development Initiative; Moved by Councilman Washington; Second by Councilman M. Daniels with discussion. **Discussion:** Legal stated that you can do anything that the grant permits under the grant terms, it depends on the specifics of the grant, there are different types of grants with different perimeters; project changes can be submitted by letter for consideration; explain reasons for the changes. Option: To stay within the deadline (funds are currently available), Council can vote to accept the funding and later workshop the option for the desired specific project. **Councilwoman Randolph motions to amend the motion to** pursue the grant funds and to workshop for the desired grant project for further discussion and decision; Moved by Councilman Washington; Second by Vice Mayor R. Daniels; **AYE: ALL, MOTION PASSES.**

REPORTS:

INTERIM CHIEF ADMINISTRATIVE OFFICER: Demetrius Pressley

Provided updates: Had budget workshops follow up to Council will be forthcoming, Procurement Revisions (will look at other counties as to their level of services), Electronic Signatures (current software provide this feature), vetting the process for I.T. improvements (\$30,000), external lines for the town phones are down (in the process of redoing the phone system); Duke Energy is trying to complete the work in the town (Franchise Agreement); next Stakeholder’s meeting is August 21, 2023 @ 5:30 p.m.

TOWN ATTORNEY’S REPORT: Attorney Clifford Shepard – Provide updates on the Charter Review Advisory Committee training (Sunshine and Public Records Law), next meeting is Thursday to review Articles 1 and 2 (Chair and Vice Chair will be established); and on the Live Local Bill that will limit decision power on a local level.

TOWN COUNCIL REPORT/DISCUSSION ITEMS-

Councilman Theo Washington – No Report

Councilwoman Wanda Randolph – School is starting back soon (August 10); request updates on the Resolution for Sidewalk initiative supported by the Winter Park Health Foundation (Councilwoman Randolph will forward information to Mr. Pressley); there is a clean up day scheduled for August 12th, 8-10am (Chambers and Lake Lovely is coordinating); Inquired about housing development in the Elizabeth Park area; request updates.

Councilman Marlin Daniels – Big on transparency; people want to be informed (as soon as information comes in, let Council know); with new water bill, appears some are being double billed; free screening event will be forthcoming; requesting information on the \$5,000 scholarship allocated in the budget; inquired about funding for the pool (next appropriations are coming in January); prayer for our community and the safety of first responders.

Vice Mayor Rodney Daniels – Great idea from Mr. Novak about addressing solicitation in the community; Code Enforcement is needed to address the hotel issues, the Family Dollars, and a church putting out trash too early; kudos to the budgetary process; recommend establishing aide for senior citizens (to assist with their water bill (set aside money in the budget for this purpose); acknowledge Mr. Sullivan for coming expressing an interest to assist; needs to get with Chief Jenkins.

MAYOR’S REPORT

Mayor Angie Gardner – Acknowledged Mr. Pressley and Vice Mayor R. Daniels; love the budget process (professional); the hotel is the ideal land to purchase, it is an eye soar (there is a 40% owner who is opposing the purchase); the safe roads project from Winter Park to Hungerford was brought for the board and already approved; thanks for the public participation.

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting; Moved by Councilman M. Daniels; Second by Mayor Gardner; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:31 P.M.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner, Mayor



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

JANUARY 16, 2024 AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Settlement Offer to the Town of Eatonville From Florida Municipal Insurance Trust (FMIT) For Damages Related to Hurricane Irma And Ian. (LEGAL)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Email From Settlement Attorney • FMIT Claim Items
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Respectfully request Approval of Settlement offer from FMIT to the Town of Eatonville for damages related to hurricanes Irma and Ian.

SUMMARY: On December 27, 2023, the administration received confirmation from our Town’s Attorney that a settlement offer from FMIT was received. In 2020 the Town retained Cohen Law Group to represent the Town in a claim for insurance benefits, resulting from denial, non-payment for insurance loss that occurred from two hurricanes. Damages to CRA Building (Travel Max), Public Safety Building, Public Works Main Building, and Town Hall. Upon review and discussion with our attorney this was deemed the best offer, the settlement amount is \$300,000.00. The breakdown of the offer and fees are attached for review, the funds collected for the town will be placed into the Town reserve account.

RECOMMENDATION: The Administration is recommending the Town Council approves the FMIT Settlement offer in the amount of \$300,000.00 for storm damages related to hurricanes Irma and Ian.

FISCAL & EFFICIENCY DATA: Funds collected will be places in Town Reserve Account.

From: Kyle Hyman, Esq. <khyman@itsaboutjustice.law>
Sent: Wednesday, December 27, 2023 10:44 AM
To: 'C.Shepard@shepardfirm.com' <C.Shepard@shepardfirm.com>
Cc: 'Kailey Evans, Esq.' <kevans@itsaboutjustice.law>
Subject: Settlement Offer - Town of Eatonville v. FMIT

Good morning Cliff,

I have been continuing to negotiate with FMIT in an effort to resolve the pending litigation involving the Town of Eatonville for damages related to Hurricanes Irma and Ian.

FMIT has made a final / best offer of \$300,000 global. Here is a breakdown of the amounts the Town would receive should they choose to accept the offer.

Settlement Offer:	\$300,000.00
Less Attorney's Fees (10%)	-\$30,000.00
<u>Less Costs (Estimated)</u>	<u>-\$5,259.27</u>
Total Recovery:	\$264,740.73

The Town would also owe the Public Adjuster, Phoenix Claims, 10% of the amount that is recovered. Based on the estimated amounts above, Phoenix Claims would receive \$26,474.07, which would net Eatonville \$238,266.66 in new money. This would also be in addition to the money already received from the appraisal.

In exchange, Eatonville would be required to sign a release with FMIT of all claims related to Hurricanes Irma and Ian, including claims for bad faith. This will bring about full and final resolution of all pending claims and litigation with FMIT.

Let me know if we need to schedule another meeting with the Mayor to discuss the offer or if you would like to convey it to her to determine how Eatonville wishes to proceed.

Kyle Mathew Hyman, Esq.
Partner | Cohen Law Group
350 N. Lake Destiny Road
Maitland, FL 32751
Telephone: 407-478-4878
Fax: 407-478-0204



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: Property Liability Claim -GC2022107854

1 message

Katrina Gibson <kgibson@townofeatonville.org>

Mon, Oct 24, 2022 at 5:30 PM

To: Jonita Robinson <jrobinson@townofeatonville.org>

Cc: Cathy Williams <cwilliams@townofeatonville.org>, Clifford Shepard <Cshepard@shepardfirm.com>

Hello Jonita,

Per the mayor, please forward this information to Cohen Law Group regarding hurricane Ian.

Thank you,
Katrina

----- Forwarded message -----

From: newloss@flcities.com <newloss@flcities.com>

Date: Wed, Oct 12, 2022 at 1:56 PM

Subject: Property Liability Claim -GC2022107854

To: <kgibson@townofeatonville.org>

Cc: <claimsadmin@synergyid.com>, <MStamenic@flcities.com>

Dear Member ,

We are in receipt of the following claim loss notice.

Member	Town of Eatonville
Date and Time of Loss	09/28/2022 03:00 PM
Claim Number	GC2022107854
Event Description	Hurricane Ian claim for capturing any damages due to the storm.
Location	001001 - Public Safety Complex

This claim has been assigned to:

Forest Scott

Florida League of Cities, Inc.
P.O.Box 538135
Orlando, FL 32853-8135

You may contact the above adjuster at(407) 425-9142.Please reference the claim number in all communication(s).

Sincerely,
Florida League of Cities
Property & Liability Department



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: Property Liability Claim -GC2022106730

1 message

Katrina Gibson <kgibson@townofeatonville.org>

Mon, Oct 24, 2022 at 5:29 PM

To: Jonita Robinson <jrobinson@townofeatonville.org>

Cc: Cathy Williams <cwilliams@townofeatonville.org>, Clifford Shepard <Cshepard@shepardfirm.com>

Good Afternoon Jonita,

Per the mayor, please forward this information to Cohen Law Group regarding hurricane Ian.
Thank you,
Katrina

----- Forwarded message -----

From: newloss@fcities.com <newloss@fcities.com>

Date: Tue, Oct 4, 2022 at 12:31 PM

Subject: Property Liability Claim -GC2022106730

To: <kgibson@townofeatonville.org>

Cc: <claimsadmin@synergyid.com>, <MStamenic@fcities.com>

Dear Member ,

We are in receipt of the following claim loss notice.

Member	Town of Eatonville
Date and Time of Loss	09/28/2022 12:00 PM
Claim Number	GC2022106730
Event Description	Hurricane Ian Event: Fascia board damage. Soffit damage Vent damage Discoloration on ceiling.
Location	003001 - Swimming Pool & Bldg.

This claim has been assigned to:

Forest Scott

Florida League of Cities, Inc.
P.O.Box 538135
Orlando, FL 32853-8135

You may contact the above adjuster at(407) 425-9142.Please reference the claim number in all communication(s).

Sincerely,



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: Property Liability Claim -GC2022106526

1 message

Katrina Gibson <kgibson@townofeatonville.org>

Mon, Oct 24, 2022 at 5:10 PM

To: Jonita Robinson <jrobinson@townofeatonville.org>

Cc: Cathy Williams <cwilliams@townofeatonville.org>, Clifford Shepard <Cshepard@shepardfirm.com>

Hello Jonita,

Per the mayor, please forward this information to Cohen Law Group regarding hurricane Ian.

Thank you,

Katrina

----- Forwarded message -----

From: newloss@flcities.com <newloss@flcities.com>

Date: Mon, Oct 3, 2022 at 11:55 AM

Subject: Property Liability Claim -GC2022106526

To: <kgibson@townofeatonville.org>

Cc: <claimsadmin@synergyid.com>, <MStamenic@flcities.com>

Dear Member ,

We are in receipt of the following claim loss notice.

Member Town of Eatonville

Date and
Time of 09/28/2022 12:00 PM
Loss

Claim
Number GC2022106526

Event
Description Hurricane Ian Event: Ms. Sherronda advised there was water leaking from the roof. Wall and paint damage. Smoke detector needed to be removed due to water damage was triggering alarm. There is still water in the walls, I ran out of space for more photos.

Location 006001 - Denton Johnson Center

This claim has been assigned to:

Forest Scott

Florida League of Cities, Inc.
P.O.Box 538135
Orlando, FL 32853-8135

You may contact the above adjuster at(407) 425-9142.Please reference the claim number in all communication(s).



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: Property Liability Claim -GC2022106516

1 message

Katrina Gibson <kgibson@townofeatonville.org>

Mon, Oct 24, 2022 at 5:08 PM

To: Jonita Robinson <jrobinson@townofeatonville.org>

Cc: Cathy Williams <cwilliams@townofeatonville.org>, Clifford Shepard <Cshepard@shepardfirm.com>

Hello Jonita,

Per the mayor, please forward this information to Cohen Law Group regarding hurricane Ian.

Thank you,

Katrina

----- Forwarded message -----

From: newloss@flicities.com <newloss@flicities.com>

Date: Mon, Oct 3, 2022 at 11:11 AM

Subject: Property Liability Claim -GC2022106516

To: <kgibson@townofeatonville.org>

Cc: <claimsadmin@synergyid.com>, <MStamenic@flicities.com>

Dear Member ,

We are in receipt of the following claim loss notice.

Member	Town of Eatonville
Date and Time of Loss	09/28/2022 12:00 PM
Claim Number	GC2022106516
Event Description	Hurricane Ian Event: Mr. English advised that there was water damage inside from roof.
Location	009001 - Town Hall

This claim has been assigned to:

Forest Scott

Florida League of Cities, Inc.
P.O.Box 538135
Orlando, FL 32853-8135

You may contact the above adjuster at(407) 425-9142.Please reference the claim number in all communication(s).

Sincerely,
Florida League of Cities
Property & Liability Department



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: Property Liability Claim -GC2022107855

1 message

Katrina Gibson <kgibson@townofeatonville.org> Mon, Oct 24, 2022 at 5:32 PM
To: Jonita Robinson <jrobinson@townofeatonville.org>
Cc: Cathy Williams <cwilliams@townofeatonville.org>, Clifford Shepard <Cshepard@shepardfirm.com>

Hello Jonita,

Per the mayor, please forward this information to Cohen Law Group regarding hurricane Ian.
Thank you,
Katrina

----- Forwarded message -----
From: **newloss@flcities.com** <newloss@flcities.com>
Date: Wed, Oct 12, 2022 at 1:57 PM
Subject: Property Liability Claim -GC2022107855
To: <kgibson@townofeatonville.org>
Cc: <claimsadmin@synergyid.com>, <MStamenic@flcities.com>

Dear Member ,

We are in receipt of the following claim loss notice.

Member	Town of Eatonville
Date and Time of Loss	09/28/2022 03:00 PM
Claim Number	GC2022107855
Event Description	Hurricane Ian claim for capturing any damages due to the storm.
Location	002002 - Ground Water Tank

This claim has been assigned to:

Forest Scott

Florida League of Cities, Inc.
P.O.Box 538135
Orlando, FL 32853-8135

You may contact the above adjuster at(407) 425-9142.Please reference the claim number in all communication(s).

Sincerely,
Florida League of Cities
Property & Liability Department



Cathy Williams <cwilliams@townofeatonville.org>

Fwd: GC2022106526 - Damage Assessment - Damaged?=Yes - 0156 - Town of Eatonville - 006001 -

1 message

Sherronda Thomas <sthomas@townofeatonville.org>

Mon, Oct 3, 2022 at 2:50 PM

To: Cathy Williams <cwilliams@townofeatonville.org>, Albert English <aenglish@townofeatonville.org>, Lausanne Lee <llee@townofeatonville.org>

Information and pics from FLC assessment today completed by inspector English. He said he was only allowed to put 12 photos in system but was sending others to his boss including the fence outside.

Sherronda Thomas

Sent from my iPhone

Begin forwarded message:

From: David English <inspectorenglish111@gmail.com>**Date:** October 3, 2022 at 2:21:39 PM EDT**To:** sthomas@townofeatonville.org**Subject:** Fwd: GC2022106526 - Damage Assessment - Damaged?=Yes - 0156 - Town of Eatonville - 006001 -

David

Begin forwarded message:

From: trackdown@synergyid.com**Date:** October 3, 2022 at 11:54:58 AM EDT**To:** darbym@synergyid.com, kgibson@townofeatonville.org, dareports@synergyid.com, inspectorenglish111@gmail.com**Subject:** GC2022106526 - Damage Assessment - Damaged?=Yes - 0156 - Town of Eatonville - 006001 -

A New Damage Assessment Form has Been Generated and uploaded. Document is attached.

General Information:

Related Account: 0156 - Town of Eatonville

Completed By: David English

Contact Phone: 404-996-7525

Contact Email: inspectorenglish111@gmail.com

Related Event: Hurricane Ian

Related Claim: GC2022106526 - Town of Eatonville: 006001 - Denton Johnson Center - Hurricane Ian Damage



Trackdown Damage Assessment Turnkey Recovery Program

Section V. Item #2.

This Damage Assessment is for the sole purpose of reporting asset information to your property coverage provider for review. In no circumstances will the data contained in this assessment be used to convey or deny coverage, establish an official cost estimate, or otherwise bind your property coverage provider and/or Synergy.

Member Damage Assessment

Date: 10/3/2022

General Information

Related Account: 0156 - Town of Eatonville
 Completed By: David English
 Contact Phone: 404-996-7525
 Contact Email: inspectorenghish111@gmail.com
 Related Event: Hurricane Ian
 Related Claim: GC2022106526 - Town of Eatonville: 006001 - Denton Johnson Center - Hurricane Ian Damage

Assessment Date: 10/3/2022
 Assessment Time: 11:20 AM
 End Time: 11:44 AM

Asset/Location Information

Location Number (6 Digit FMIT Number): 006001
 Asset Name/Description: Denton Johnson Center
 Location: 400 Reffel St., Eatonville, FL
 GPS Lat./Long.: 28.614834,-81.37852

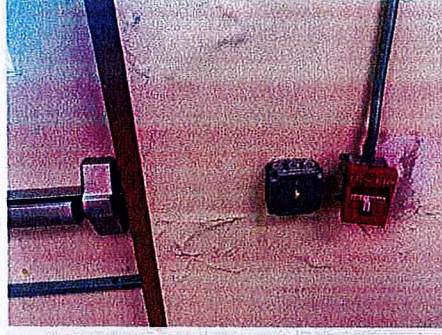
Damage Information

Severity of Damage to Asset: Level 3 – Severe Damage
 Immediate Action Required: Yes
 Immediate Services Needed: Debris Removal, Drying/Dehumidification, Structural Engineer
 Asset Safe for Occupancy and/or Use?: No
 Imminent Threat to Public Health or Safety?: Yes
 Does Asset Pose Environmental Concern?: No

Estimated Damages & Notes

Estimated Damage Amount: \$20,000 - \$100,000
 Damage Notes: Ms. Sherronda advised there was water leaking from the roof. Wall and paint damage. Smoke detector needed to be removed due to water damage was triggering alarm. There is still water in the walls, I ran out of space for more photos.

Damage Photos & Signature





Signature:

Diya

Assessment Date: 10/3/2022
Assessment Time: 11:20 AM
End Time: 11:44 AM

Asset/Location Information:

Location Number: 006001
Asset Name/Description: Denton Johnson Center
Location: 400 Reffel St., Eatonville, FL
GPS Lat./Long.: 28.614834,-81.37852

Damage Information:

Severity of Damage to Asset : Level 3 – Severe Damage
Immediate Action Req.: Yes
Immediate Services: Debris Removal, Drying/Dehumidification, Structural Engineer
Safe for Occupancy/Use?: No
Threat to Public Health/Safety?: Yes
Environmental Concern?: No

Estimated Damages & Notes:

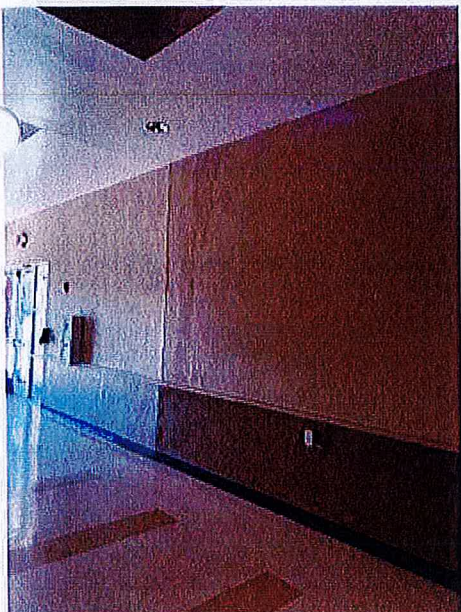
Estimated Damage Amt: \$20,000 - \$100,000

Damage Notes: Ms. Sherronda advised there was water leaking from the roof. Wall and paint damage. Smoke detector needed to be removed due to water damage was triggering alarm. There is still water in the walls, I ran out of space for more photos.

Damage Form ID: 16656 - 7.4.2

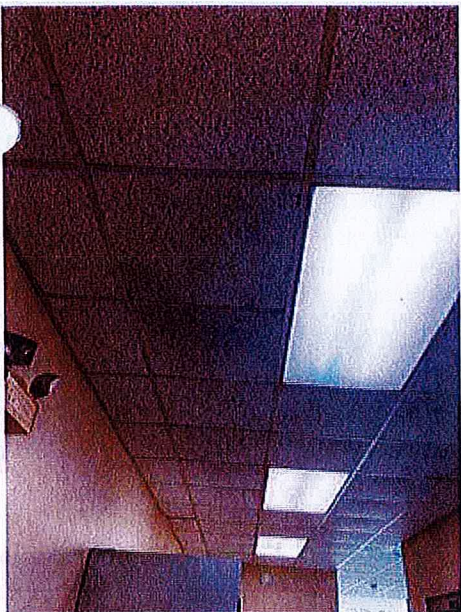
 **DamageForm_16656.pdf**
448K

Section V. Item #2.

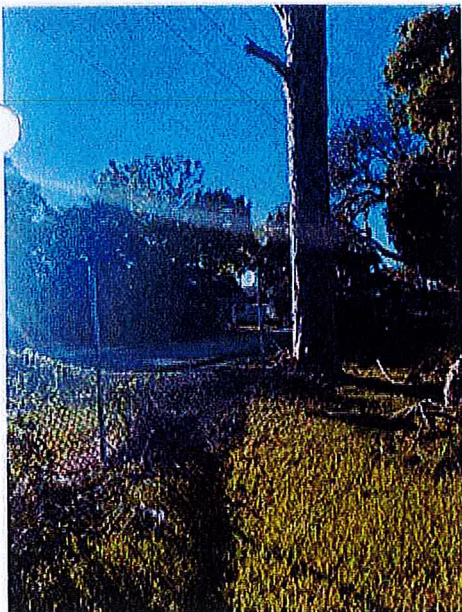




Section V. Item #2.



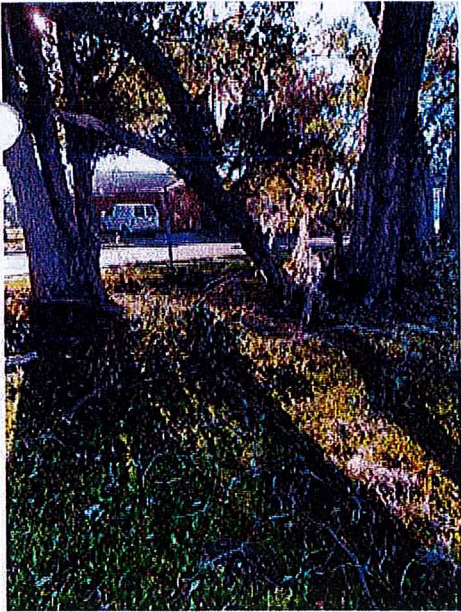
Section V. Item #2.

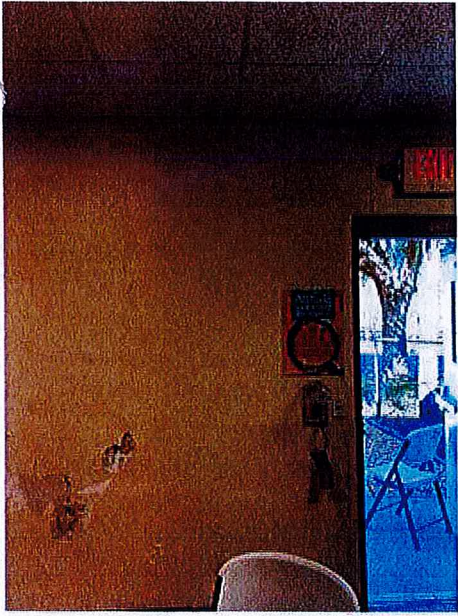


Section V. Item #2.



Section V. Item #2.



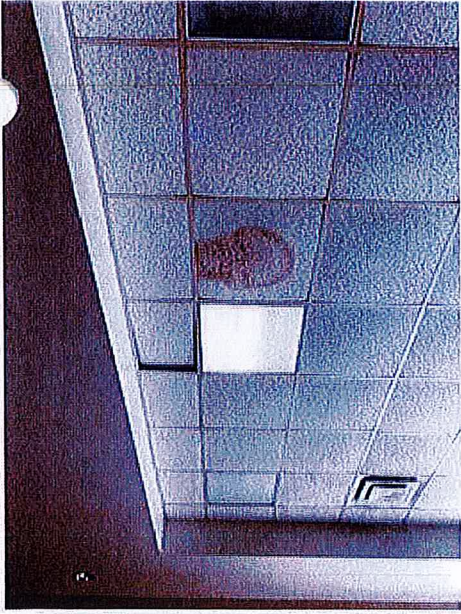


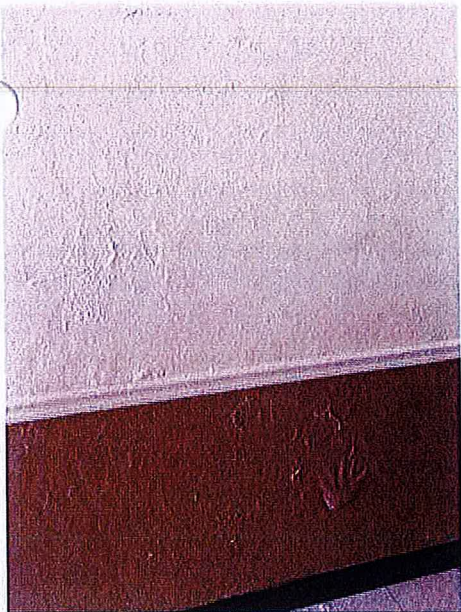


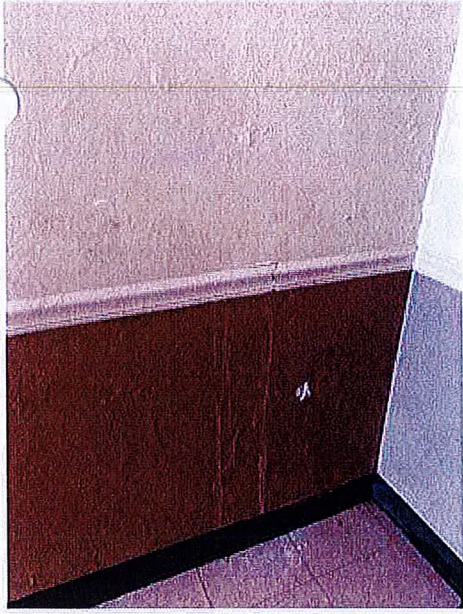






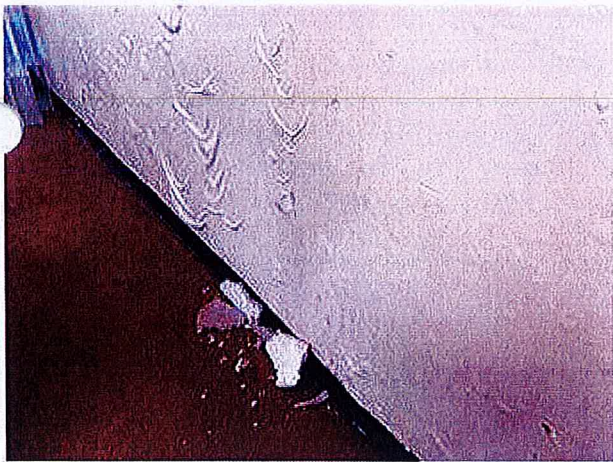




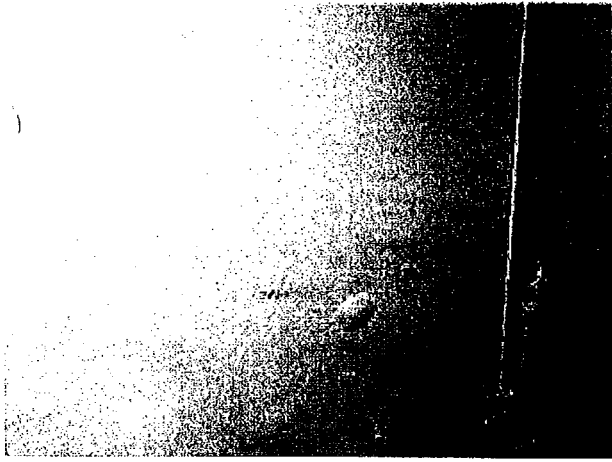








Section V. Item #2.







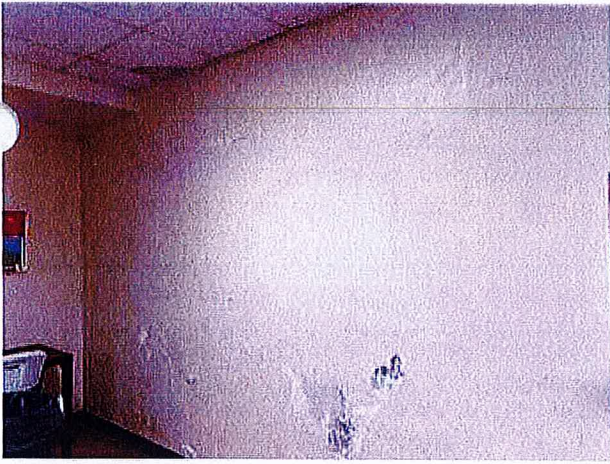
Section V. Item #2.



Section V. Item #2.



Section V. Item #2.





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

TUESDAY, JANUARY 16, 2024, AT 7:30 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 #1 and Allocating Funds for Reimbursement of Utilities and Right-Of-Way Infrastructure Improvement. (Vice Mayor R. Daniels)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • HostDime Agreement • AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: To approve amendment No. 1 to the development agreement with HostDime. To allocate funds for the reimbursement for utilities and right-of-way infrastructure improvements.

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, 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 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. 1 to development agreement with the HostDime. Also, to allocate funds for the infrastructure improvements reimbursement from the Town’s reserve account. (Up to \$200,000)

FISCAL & EFFICIENCY DATA: The proposed cost for reimbursement to HostDime is \$200,000 from budget line item (400-0536-536.3400) from the Town’s (TOE) FY 2023 Reserve Account.

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

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

AMENDMENT NO. 1 TO
DEVELOPMENT AGREEMENT
BETWEEN
THE TOWN OF EATONVILLE
AND
HOSTDIME.COM, INC.

Effective as of _____

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 _____, the Town Council voted to approve an extension to the Operations Start Date to _____; and

WHEREAS, pursuant to the approval of an extension of the Operations Start Date, completion of the project must be no later than _____; 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 _____.

- 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 _____.

- 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:

Print Name: _____

Print Name: _____

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

HOSTDIME.COM, INC.

Witnesses:

Print Name: _____

Print Name: _____

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

