

11. Consideration of a Commercial Property Enhancement Program (CPEP) grant for G1 Petro Inc., relating to improvements to commercial property located at 4502 Babcock Street NE, Palm Bay (\$9,600).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Ibis Berardi, Community & Economic Development Acting Director

DATE: July 11, 2024

RE: Consideration of a Commercial Property Enhancement Program (CPEP) grant for G1 Petro Inc., relating to improvements to commercial property located at 4502 Babcock Street NE, Tax Account 2830803 (\$9,600).

SUMMARY:

On November 4, 2021, City Council approved the Commercial Property Enhancement Program (CPEP), a performance-based reimbursement grant awarded to applicants to encourage private investment and improvements to the exterior frontage of commercial properties located on major commercial corridors in Palm Bay. On October 5, 2023, Council authorized expanding the grant program to include all existing commercial businesses citywide. The CPEP is a 50/50 matching grant program which seeks to foster private investment in commercial properties, thereby increasing property values and the ad valorem tax revenues to the City. The CPEP is intended to enhance and improve the street view of the built environment from the public perspective, making Palm Bay more competitive in attracting and retaining businesses. The maximum award amount is \$10,000. Funds are disbursed on a reimbursement basis once the work is completed and inspected (if applicable).

On June 21, 2024, the Community & Economic Development Department received an application from G1 Petro Inc. to the CPEP grant program for commercial property located at 4502 Babcock Street NE, Palm Bay, FL 32905 (Tax Account 2830803). The project scope includes exterior enhancements to the building, to include new paint and pressure washing to the building and service pumps. The total estimated cost for the project is \$19,200. Per the program guidelines, all work shall be completed within one year from the date of the agreement. The applicant is eligible for reimbursement up to the maximum award of \$9,600.

REQUESTING DEPARTMENTS:

Community & Economic Development

FISCAL IMPACT:

There is sufficient funding available in account number 001-3410-552-48-01 (Promotional Activities/Economic Development), as approved in the Fiscal Year 2024 budget for the Commercial Property Enhancement Program. Upon completion, inspection, and review and acceptance of paid receipts, this account would be reduced by \$9,600.

STAFF RECOMMENDATION:

Motion to approve a Commercial Property Enhancement Program (CPEP) grant award in the amount of \$9,600 to G1 Petro Inc. for eligible improvements to commercial property located at 4502 Babcock Street NE, Palm Bay, FL 32905; and authorize the City Manager to execute the grant agreement.

ATTACHMENTS:

1. Application Packet
2. Agreement & Restrictive Covenants



COMMUNITY & ECONOMIC DEVELOPMENT

120 Malabar Rd. SE, Palm Bay, FL 32907

Phone: (321) 409-7187 | Email: EconDev@pbfl.org

**COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
APPLICATION**

Applicant Name: G1 Petro Inc

Applicant Telephone Number: (321-409-5636) E-Mail: g1petro@gmail.com

Mailing Address: 4502 Babcock st ne Palm Bay, FI 32905

Property Address: 4502 Babcock st ne Palm Bay, FI 32905

Property Owner Name: Bavachand Sheladia Telephone: (321-446-4621)

Business Name (if applicable): _____

Brief description of improvements to be made: We are improving the building by adding new paint,

Total Estimated Project Cost: \$19,200

Grant Funds Requested: \$10,000.00

PLEASE ATTACH THE FOLLOWING (See Program Guidelines for more details):

- ☐ Copy of Deed/Proof of Ownership or Copy of Lease Agreement/Owner Authorization if applicant is a tenant or occupant on the property
- ☐ Copy of City Occupational/Business License (if applicable)
- ☐ Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years
- ☐ Color Photographs/Slides of Current Condition
- ☐ Site Survey (required ONLY in the case of landscaping improvements)
- ☐ Estimates/quotes/bids for all costs associated with the project
- ☐ Complete, written scope of rehabilitation work
- ☐ Proof of insurance coverage. (Please ask your insurance agent to send the Accord Form)

GRANT CRITERIA:

- Shall not be a residential property or home-based business.
- Business and/or property owner shall be in good standing and have all required licenses, to include a City of Palm Bay Business Tax Receipt.
- New construction is ineligible.
- Not for Profits are ineligible unless engaged in commercial lease with a for-profit business.
- Properties located within the boundaries of the Bayfront Community Redevelopment Area (CRA) will be given first priority over the funds.
- The property must be located within the City Commercial properties located within the City of Palm Bay limits; and in accordance with the Program Guidelines set forth below:
- Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must be joined by an affidavit of the building owner with their consent to the program.
- All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Palm Bay Code of Ordinances.
- If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.
- Any existing City liens must be satisfied prior to reimbursement of funds.
- Applicants shall apply for all required permits within sixty (60) days of award.
- Applicants shall be awarded a maximum of one (1) grant per fiscal year.


ELIGIBLE EXPENSES:

- Roof repair/replacement
- Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features
- Exterior facade restoration
- Exterior painting
- Replacement of windows/glazing and doors
- Signage
- Awnings or canopies over doors, windows, or walkways
- Landscaping enhancements
- Asphalt removal/replacement and repaving/restriping
- Irrigation system and installation
- Dumpster enclosures

Contact the Community & Economic Development Department for questions related to this application.

The applicant understands and acknowledges the criteria required for grant approval.


Signature of Applicant


Date



Caliber Property Improvements

(Kinney's Painting and Home Services LLC)

Business Number 18-PT-CT-00102

Joshua Kinney 321-693-9365

Mike Plymale 321-431-9777

Gary Kinney 321-863-0516

☎ 3216939365

☎ 3214319777

joshua.kinney0108@gmail.com

ESTIMATE

SR87

DATE

06/20/2024

TOTAL

USD \$19,200.00

TO

G1 Petro Inc BP Shop (Paresh Chovatia)

4502 Babcock Street

Palm Bay, FL 32905

☎ 3217269494

bpselfstorage@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
- Clean and pressure wash any necessary areas of the exterior that are being painted, prior to painting.	\$19,200.00	1	\$19,200.00
- Metal facade around building will be prepped for paint by client prior to painting. If necessary, a DTM primer will be applied by Caliber Property Improvements to facade prior to finish coats being applied.			
- Exterior painting will include:			
- Building body(split faced brick), soffits, and metal facade around building and exterior sides of solid exit doors doors.			
- Steel support beams (x8) holding up awning over gas pumps.			
- Bollards that protect gas pumps (x6) and in front of parking spaces (x4).			
- Concrete bases under each gas pump (x6).			
- Rust at bases of steel support beams will be treated with OSPHO, and			

Thanks for your business!

DESCRIPTION	RATE	QTY	AMOUNT
primed with appropriate primer before top coats will be applied.			
- Canopy over gas pumps not included.			
- Finish coats on all surfaces will be Corotech Command from Benjamin Moore. Color/sheen to be determined.			
Price includes all labor and materials to complete the job.			
If listed products are unavailable due to supply issues, they may be may be substituted for a comparable product.			
TOTAL			USD \$19,200.00









[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
G1 PETRO, INC.

Filing Information

Document Number	P03000074163
FEI/EIN Number	14-1888889
Date Filed	07/07/2003
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	08/30/2010

Principal Address

4502 NE BABCOCK STREET
PALM BAY, FL 32905

Mailing Address

4502 NE BABCOCK STREET
PALM BAY, FL 32905

Registered Agent Name & Address

SHELADIA, BAVACHAND S
4502 NE BABCOCK STREET
PALM BAY, FL 32905

Officer/Director Detail

Name & Address

Title President

SHELADIA, BAVACHAND S
4502 babcock st ne
palm bay, FL 32905

Title D

SHELADIA, JAYSUKH S
4502 babcock st ne
palm bay, FL 32905

Title D

CHOVATIA, PARESH N

4502 babcock st ne

palm bay, FL 32905

Title D

CHOVATIA, RAKESH N

4502 babcock st ne

palm bay, FL 32905


Annual Reports


Report Year	Filed Date
2022	01/14/2022
2023	02/02/2023
2024	01/15/2024

Document Images

01/15/2024 -- ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
01/14/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/09/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/24/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
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01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
08/30/2010 -- REINSTATEMENT	View image in PDF format
02/27/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
01/17/2006 -- ANNUAL REPORT	View image in PDF format
10/25/2005 -- REINSTATEMENT	View image in PDF format
05/26/2004 -- ANNUAL REPORT	View image in PDF format
07/07/2003 -- Domestic Profit	View image in PDF format

This Instrument Prepared By:
and should be returned to:

Steven R. Kutner, Esquire
Steven R. Kutner, P.A. 
P.O. Box 948311
Maitland, Florida 32794-8311
Phone No. (407) 644-1104


CFN:2003215816 07-17-2003 09:28 am
OR Book/Page: 4982 / 1397

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 8,610.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

Parcel I.D. #28-37-21-00-00016.0-0000.00

WARRANTY DEED

Grantee's TIN#: 74-2941337
Grantor's TIN#: 43-1953518

THIS WARRANTY DEED made on July 14, 2003, by **AKASH ENTERPRISES, INC.**, whose post office address is 1675 Rachel's Ridge Loop, Ocoee, FL 34761, hereinafter called the Grantor, **G1 PETRO, INC.**, whose post office address is 4502 NE Babcock Street, Palm Bay, Florida 32905, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

See Schedule "A" attached hereto

This Conveyance is subject to the following:

1. Conditions, restrictions, limitations and easements of record, if any, by this provision shall not operate to reimpose the same, as set forth in O.R. Book 448, Page 33; O.R. Book 3806, Page 2990; O.R. Book 3910, Page 3420; and O.R. Book 4224, Page 687, all in the public records of Brevard County, Florida.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2003 and subsequent years.

This is not and has never been the homestead property of the Grantor.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and that said land

is free of all encumbrances, except taxes accruing subsequent to December 31, 2002; except covenants, conditions and restrictions of record, if any, but this shall not serve to reimpose the same.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:



CFN:2003215816

OR Book/Page: 4982 / 1398

Steven R. Kutner
Name: Steven R. Kutner
(Witness as to Grantor)

AKASH ENTERPRISES, INC.

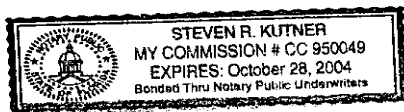
Sidney H. Shams
Name: Sidney H. Shams
(Witness as to Grantor)

Pradip Patel
PRADIP PATEL, President

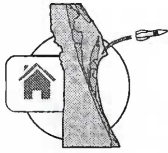
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this July 14, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **PRADIP PATEL, President of AKASH ENTERPRISES, INC.**, who produced a drivers license as identification, he acknowledged before me that he executed the same.

WITNESS my hand and seal in the County and State last aforesaid this July 14, 2003.

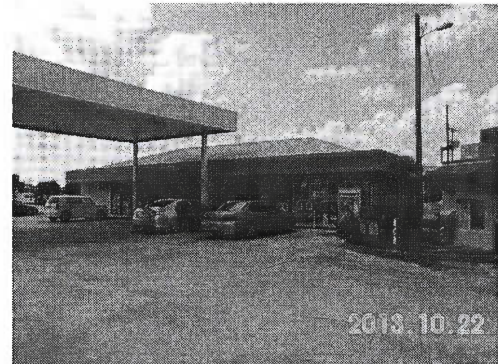


Steven R. Kutner
Steven R. Kutner, Notary Public
Commission No.: CC950049
Commission Expires:



REAL PROPERTY DETAILS
Account 2830803 - Roll Year 2023

Owners	G1 PETRO INC
Mailing Address	4502 BABCOCK ST NE PALM BAY FL 32905
	4500 BABCOCK ST NE UNIT ICE PALM BAY FL 32905
	4502 BABCOCK ST NE UNIT BP GAS PALM BAY FL 32905
Site Address	4506 BABCOCK ST NE UNIT D PALM BAY FL 32905
	4510 BABCOCK ST NE UNIT A PALM BAY FL 32905
	4512 BABCOCK ST NE UNIT C PALM BAY FL 32905
	4514 BABCOCK ST NE UNIT B PALM BAY FL 32905
Parcel ID	28-37-21-00-16
Taxing District	34U0 - PALM BAY
Exemptions	NONE
Property Use	4810 - MINI-WAREHOUSING
Total Acres	4.60
Site Code	0320 - BABCOCK
Plat Book/Page	0000/0000
Subdivision	--
Land Description	N 440 FT OF LOT 32 OF PB 1 PG 164 EXC ORB 4224 PG 684, HWY R/W



VALUE SUMMARY

Category	2023	2022	2021
Market Value	\$2,559,480	\$2,275,850	\$2,133,820
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$2,503,430	\$2,275,850	\$2,133,820
Assessed Value School	\$2,559,480	\$2,275,850	\$2,133,820
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$2,503,430	\$2,275,850	\$2,133,820
Taxable Value School	\$2,559,480	\$2,275,850	\$2,133,820

SALES / TRANSFERS

Date	Price	Type	Instrument
07/14/2003	\$1,230,000	WD	4982/1397
03/26/2003	\$950,000	TD	4888/1831
05/08/2002	\$800,000	WD	4596/3617
11/16/2000	\$850,000	WD	4285/2652
02/01/1997	\$500,000	02	3652/4359
12/01/1988	--	CT	2965/0670
02/01/1987	\$1,850,000	--	2776/2120
02/01/1987	--	QC	2776/2119

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1130 - CONVENIENCE STORE WITH GAS PUMP

Materials		Details	
Exterior Wall:	ARCH BLOCK , THERMAL GLASS	Year Built	1998
Frame:	MASNRYCONC	Story Height	10
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	3,200	Fence - Barb Wire	87
Open Porch	369	Tank - 6,000 Gallon	1
Total Base Area	3,200	Tank - 6,000 Gallon	1
Total Sub Area	3,569	Fence - Electronic Gate	2
		Paving - Concrete	30,228
		Tank - 15,000 Gallon	1
		Canopy	6,740
		Fence - Chain Link 6'	87
		Light Poles	5

Extra Features

Fence - Iron	102
Paving - Concrete	43,205
Fence - Wood 6'	48

PROPERTY DATA CARD #2**Building Use: 4810 - MINI-WAREHOUSING**

Materials		Details	
Exterior Wall:	ENAMEL STEEL , PAINTED EXTERIOR	Year Built	2007
Frame:	METALFRAME , MASNRYCONC	Story Height	9
Roof:	ENAMEL METAL	Floors	2
Roof Structure:	STEEL TRUSS RIGID	Residential Units	214
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	19,605	Elevator	1
Base Area (2nd)	19,250	Insulation - Ceiling Batts OR Roll	19,250
Open Porch	245		
Total Base Area	38,855		
Total Sub Area	39,100		

PROPERTY DATA CARD #3**Building Use: 4810 - MINI-WAREHOUSING**

Materials		Details	
Exterior Wall:	ENAMEL STEEL , STUCCO	Year Built	2007
Frame:	METALFRAME , WOOD FRAME	Story Height	9
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	54
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	6,500	Insulation - Ceiling Batts OR Roll	6,500
Total Base Area	6,500		
Total Sub Area	6,500		

PROPERTY DATA CARD #4**Building Use: 4810 - MINI-WAREHOUSING**

Materials		Details	
Exterior Wall:	ENAMEL STEEL , STUCCO	Year Built	2007
Frame:	METALFRAME , WOOD FRAME	Story Height	9
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	27
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	4,800	Insulation - Ceiling Batts OR Roll	4,800
Total Base Area	4,800		
Total Sub Area	4,800		

PROPERTY DATA CARD #5**Building Use: 4810 - MINI-WAREHOUSING**

Materials		Details	
Exterior Wall:	HRDYBRD SIDING , STUCCO	Year Built	2007
Frame:	WOOD FRAME	Story Height	9
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	17
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	2,750	Insulation - Ceiling Batts OR Roll	2,750
Total Base Area	2,750		
Total Sub Area	2,750		



CFN:2003215816

OR Book/Page: 4982 / 1399

EXHIBIT A

DESCRIPTION LEGAL

The North 440.00 feet of Lot 32, Section 21, Township 28 South, Range 37 East, Florida Indian River Land Company Subdivision, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida.

LESS AND EXCEPT the North 20.00 feet thereof.

ALSO LESS AND EXCEPT the right-of-way for Babcock Street.

ALSO LESS AND EXCEPT the East 345.00 feet of the South 150.00 feet of the North 440.00 feet of said Lot 32.

Being more particularly described as follows:

BEGIN at the intersection of the Westerly right-of-way line of Babcock Street (variable width right-of-way) with the Southerly right-of-way line of Lake In The Woods Drive (40 foot right-of-way); thence South 00 degrees 31' 56" West along said right-of-way line of Babcock Street a distance of 270.01 feet; thence North 89 degrees 59' 57" West a distance of 275.01 feet; thence South 00 degrees 31' 56" West a distance of 150.01 feet to the South line of the North 440.00 feet of said Lot 32; thence North 89 degrees 59' 57" West along the South line of said North 440.00 feet of Lot 32 a distance of 315.07 feet to the West line of said Lot 32; thence North 00 degrees 32' 51" East along said West line a distance of 420.02 feet to said Southerly right-of-way line of Lake In The Woods Drive; thence South 89 degrees 59' 57" East along said right-of-way line a distance of 589.96 feet to the POINT OF BEGINNING.



Lisa Cullen, CFC
Brevard County Tax Collector

[Search](#) > [Account Summary](#) > [Bill Details](#)

Real Estate Account #2830803

Owner:

G1 PETRO INC

Situs:

4502 BABCOCK ST BP GAS
PALM BAY

[Parcel details](#)

[Form to Change Mailing Address](#)

[Property Appraiser](#)

[Canceled installment](#)



[Get bills by email](#)

2023 Annual Bill

BREVARD COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL

AMOUNT DUE

2023 Annual Bill

\$0.00

PAID

 [Print \(PDF\)](#)

If paid by:

Nov 30, 2023

Please pay:

\$45,294.66

Combined taxes and assessments: \$47,181.94

Ad Valorem Taxes

MILLAGE
18.4894

TAX
\$46,644.70

Non-Ad Valorem Assessments

AMOUNT
\$537.24

Parcel Details

Owner:

G1 PETRO INC

Owner Address:

4502 BABCOCK ST NE
PALM BAY, FL 32905-0000

Situs:

4502 BABCOCK ST BP GAS
PALM BAY

Account

2830803

Alternate Key

2830803

Millage code	34U0 - Palm Bay
Millage rate	18.4894
Assessed value:	\$2,503,430
School assessed value:	\$2,559,480

2023 TAX AMOUNTS

Ad valorem:	\$46,644.70
Non-ad valorem:	\$537.24
Total Discountable:	\$47,181.94
Total tax:	\$47,181.94

LEGAL DESCRIPTION

N 440 FT OF LOT 32 OF PB 1 PG 164 EXC ORB 4224 PG 684, HWY R/W

LOCATION

Geo number: 28 3721-00-16

Property class:

Township: 28

Range: 37

Section: 21

Block: 16

Value code: 10

Use code: 4810

Total acres: 4.6

Brevard County Tax Collector
P.O. Box 2500; Titusville, FL 32781-2500

E-Check Payments: E-Check payments are **FREE!** *May not be used to pay delinquent property taxes

Credit/Debit Card Payments: The payment will appear on your statement as "Brevard Co PRPTAX" or "Brevard TAX DMV". The convenience fee may appear separately as "Brevard Co-Fee". The Tax Collector's office does not receive any portion of the convenience fee.



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL15-11167
Classification: Merchant
Issued: January 19, 2024
Expires: October 1, 2024
Restriction:
Comments:

*** * * COPY * * ***

BELOW IS YOUR BUSINESS TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION

This tax receipt does not constitute a business to operate within this location without adhering to City Codes and Ordinances, such as Change of Use, Change of Occupancy, Fire Codes, Building Codes and Fats, Oils, and Grease (FOG) requirements, if applicable.

G1 Petro Inc D/b/a G1 Shop
Sheladia, Bavachand
4502 BABCOCK ST NE
PALM BAY , FL 32905



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL15-11167
Classification: Merchant
Issued: January 19, 2024
Expires: October 1, 2024
Restriction:
Comments:



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL03-11168
Classification: Gasoline Sales (# Handles)
Issued: January 19, 2024
Expires: October 1, 2024
Restriction:
Comments:

*** * * COPY * * ***

BELOW IS YOUR BUSINESS TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION

This tax receipt does not constitute a business to operate within this location without adhering to City Codes and Ordinances, such as Change of Use, Change of Occupancy, Fire Codes, Building Codes and Fats, Oils, and Grease (FOG) requirements, if applicable.

G1 Petro Inc D/b/a G1 Shop
Sheladia, Bavachand
4502 BABCOCK ST NE
PALM BAY , FL 32905



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL03-11168
Classification: Gasoline Sales (# Handles)
Issued: January 19, 2024
Expires: October 1, 2024
Restriction:
Comments:



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL04-11293
Classification: Truck Rental (u-haul,ryder,penske)
Issued: January 19, 2024 **Expires:** October 1, 2024
Restriction: EASEMENTS**** **RENTAL VEHICLES ARE NOT TO BLOCK TRAFFIC OR
Comments:

* * * COPY * * *

BELOW IS YOUR BUSINESS TAX RECEIPT

PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION

This tax receipt does not constitute a business to operate within this location without adhering to City Codes and Ordinances, such as Change of Use, Change of Occupancy, Fire Codes, Building Codes and Fats, Oils, and Grease (FOG) requirements, if applicable.

G1 Petro Inc D/b/a G1 Shop
Sheladia, Bavachand
4502 BABCOCK ST NE
PALM BAY , FL 32905

120 Malabar Road SE
Palm Bay, FL 32097



BUSINESS TAX RECEIPT

Business Name: G1 Petro Inc D/b/a G1 Shop
Location Address: 4502 BABCOCK ST NE

Business Registration # BR-06917

License Number: OL04-11293
Classification: Truck Rental (u-haul,ryder,penske)
Issued: January 19, 2024 **Expires:** October 1, 2024
Restriction: EASEMENTS**** **RENTAL VEHICLES ARE NOT TO BLOCK TRAFFIC OR
Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER biBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No., Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com																					
INSURED G1 PETRO INC 4502 Babcock Street Northeast Palm Bay, FL 32905-2825	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Berkshire Hathaway Direct Insurance Company</td><td>10391</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkshire Hathaway Direct Insurance Company	10391	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		N9BP669490	07/12/2023	07/12/2024	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ Included				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor liability is included on the general liability policy Common Cause Limit \$1,000,000 and Aggregate Limit \$2,000,000.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patel G. J.

From: [Bernadette Joseph](#)
To: [Robert McKinzie](#); [Code Compliance](#)
Cc: [Danielle Crotts](#)
Subject: RE: Code Violations or Liens Check - 4502 Babcock St NE Palm Bay, FL 32905
Date: Monday, June 24, 2024 10:12:42 AM
Attachments: [image003.png](#)

Hello,

As of today, our record shows no open/active Code violations or Code liens for the above referenced property.

Have a Great Day - Be Safe!

THANK YOU,

Bernadette Joseph

City of Palm Bay
Code Compliance Division
120 Malabar Road SE
Palm Bay, FL 32907



Phone: (321) 952-3430



Email: Bernadette.Joseph@palmbayflorida.org



Web: www.palmbayflorida.org

Please let us know how effective we were in assisting you:

www.pbfl.org/GMFeedback

From: Robert McKinzie <Robert.McKinzie@palmbayflorida.org>
Sent: Monday, June 24, 2024 9:53 AM
To: Code Compliance <Code.Compliance@palmbayflorida.org>
Cc: Danielle Crotts <Danielle.Crotts@palmbayflorida.org>
Subject: Code Violations or Liens Check - 4502 Babcock St NE Palm Bay, FL 32905

Good morning,

We have received an application for the Commercial Property Enhancement Program (CPEP) and wanted to ensure that the subject property does not have any current violations or liens.

Subject property: **4502 Babcock St NE Palm Bay, FL 32905 (G1 Petro Inc. is the applicant)**

Thank you!

Robert



Community & Economic Development

Down to Earth And Up To Great Things™



Economic Development Specialist



321.952.3400 ext. 4664



321.616.4398

**CITY OF PALM BAY
GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM (CPEP)**

THIS GRANT AGREEMENT is made this ____ day of _____, **2024** by and between the **City of Palm Bay**, whose address is 120 Malabar Road NE, Palm Bay, Florida 32907 ("City") and **G1 Petro Inc.**, whose principal address is, **4502 Babcock St NE, Palm Bay, FL 32905** ("Grantee").

RECITALS:

WHEREAS, the City has implemented the Commercial Property Enhancement Program (CPEP), the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners and/or tenants or lessees of commercial property within the City of Palm Bay;

WHEREAS, a further objective of the CPEP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings located within the City of Palm Bay limits in order to reduce blight and make the City more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the City of Palm Bay;

WHEREAS, the City believes the CPEP will thereby stimulate increased business opportunities within the City, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the City shall be on a dollar-for-dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CPEP which the City believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each of the foregoing recitals is hereby incorporated herein and

declared to be true and correct.

2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded.**

(a) The Grantee is hereby awarded a grant pursuant to the City of Palm Bay CPEP. All regulations of the CPEP shall be adhered to by the City and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CPEP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved by City Council or otherwise aggregately exceed the sum of **Amount of Grant approved (\$9,600.00)**. Grantees shall be awarded a maximum of one (1) grant per address. Grant funds shall only be paid by the City on a reimbursement basis for qualified approved facade improvements described on **Exhibit B**.

(b) Funds subject to this Grant shall be paid to the Grantee by the City only upon completion of all work. The City Council may award an amount less than \$10,000 and reimbursements would be provided based upon the amount approved by City Council, or 50 percent of the total cost, whichever is less. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Palm Bay's Building Department (if required) for the facade improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property.

To be reimbursed, the Grantee shall provide to the City of Palm Bay Office of Community and Economic Development on behalf of the City, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. - number of gallons of paint, quantity and measurements for each new dome style awning, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. - supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has

been paid by the Grantee. The paid receipts are subject to City review and approval for application to this grant. In no event shall more than 50% of the amount noted on a City approved paid receipt be reimbursed to the Grantee.

(c) All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Grant Agreement is executed. One (1) extension may be granted by the Community and Economic Development Director upon written valid request by the Grantee.

(d) By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed.

(e) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated.

4. Warranty of Grantee: Maintenance: Covenant Running with the Land.

(a) Grantee agrees and warrants to the City that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. The obligation to maintain the improvements for a minimum of five (5) years shall be binding upon successors and assigns and is intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the City determines that said improvements are not being properly maintained during said five (5) – year period, the Grantee agrees that it is liable to and shall immediately reimburse the City for the entire amount of this CPEP Grant. Grantee shall be required to refund the amount to the City within thirty (30) days of receiving the demand.

(b) The Grantee hereby agrees to pay for any costs of recordation of the Declaration of Covenants with the Brevard County Clerk of Courts, and the recorded original hereof shall be returned to the City for filing in its records.

(c) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the five-year maintenance period in such a form and amount as may from time to time be required by the City, but not less than full insurable value. All such insurance

shall be carried with such company or companies as may be reasonably acceptable to the City and the original policy or policies and renewals thereof (or, at the option of the City, duplicate originals, or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the City as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the City and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination, or expiration to the City. In the event of loss by reason of the hazards, casualties, contingencies, and perils for which insurance has been required by the City, at its option, may make proof of loss if not made promptly by the Grantee.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the City and the Grantee is one in which the Grantee is an independent contractor of the City and not an agent, employee, joint venture, or other partner of the City of Palm Bay. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the City of Palm Bay.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Grant Agreement. If Grantee is a tenant or lessee of the Property, property owner's written consent to the enhancement improvement application is required, along with a copy of the lease agreement. Both the property owner and the tenant or lessee will be required to sign this grant agreement.
7. **Record retention: Public records: Accounting: Inspection.**
 - (a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (365 days = 1 year) after final payment by the City of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City.
 - (b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or

ordinance or in connection with the transaction of official business by the City may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the City not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the City or its authorized representatives at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) City staff is authorized to conduct an inspection of the property at any time during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers,

and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which City funds might be reimbursed pursuant to this Grant Agreement; (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. Applicable Law/Notice.

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY OF PALM BAY:

City of Palm Bay
Community & Economic Development
120 Malabar Road NE, Florida 32907

TO THE GRANTEE:

G1 Petro Inc
Bavachand Sheladia
4502 Babcock ST NE, Florida 32905

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first-class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. **Interpretation.** Both the City and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.
11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.
12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.
13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.
14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall

be deemed merged into this Grant Agreement.

15. **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.
16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

IN WITNESS WHEREOF, the City and Grantee have set forth their signatures on the day and year written below.

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: CITY OF PALM BAY By: Suzanne Sherman, City Manager Signature: _____
---	---

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2024 by **Suzanne Sherman, City Manager of PALM BAY**, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank, signatures on next page]

Witnesses: <hr/> Print Name: <hr/> <hr/> Print Name: <hr/>	GRANTEE: <hr/> Print Name: <hr/> Title: <hr/> Signature <hr/> PROPERTY OWNER: <hr/> Print Name: <hr/> Title: <hr/> Signature: <hr/>
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by _____ of _____, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address(es): 4502 NE Babcock Street, Palm Bay, Florida 32905.

Owner: G1 Petro, Inc..

Legal Description of Real Property: The North 440.00 feet of Lot 32, Section 21,
Township 28 South, Range 37 East, Florida Indian River Land Company Subdivision,
as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County,
Florida. Less and Except the right-of-way for Babcock Street. Also Less and Except the
East 345.00 feet of the South 150.00 feet of the North 440.00 feet of said Lot 32.

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 9,600.00 .

Items to be Improved
Pursuant to Approved Grant

Cost of Items
to be Improved

1. Exterior Painting & Pressure Washing

\$19,200.00

Total: \$ 19,200.00

EXHIBIT C

City of Palm Bay RESTRICTIVE COVENANTS

Commercial Property Enhancement Program (CPEP)

THESE COVENANTS are entered into this ____ day of _____, 2024, by **G1 Petro Inc.**, hereinafter referred to as the Owner, and shall be effective for a period of five years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at **4502 Babcock Street NE, Palm Bay, FL 32907** Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient and is to receive Commercial Façade Improvement Program assistance funds administered by the City of Palm Bay, 120 Malabar Road NE, Palm Bay, FL 32907, hereinafter referred to as the City, in the amount not to exceed **\$9,600.00**, to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said City funds have been or will be expended for the purpose of improving the façade of the building(s) located on Owner's Property in order to reduce blight and make the City of Palm Bay more conducive to private investment; and

NOW THEREFORE, as part of the consideration for the City grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the City.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the City.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Palm Bay.
4. The Owner agrees that the City of Palm Bay, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of five years from the date of recordation, and that if the restrictions are violated within the five-year period, the City shall be entitled to demand return of the entire grant amount, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording prior to reimbursement of City funds.
7. The Owner agrees that the City shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has

hereto affixed their signature.

WITNESSES:

Witness Signature

OWNER Signature

Witness Name Typed/Printed

Owner's Address

Witness Signature

City

State

Zip

Witness Name Typed/Printed

The State of Florida

County of: _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that by ☐ physical means or ☐ online notarization, _____, personally appeared as:

_____ for _____
(Title) (Name of Corporation/Business)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument:

Type of Identification Produced: _____

Executed and sealed by me _____, Florida on _____, in 2024.

Notary Signature

Notary Name Printed

The State of: _____

My commission expires: _____

[SEAL]

EXHIBIT A of RESTRICTIVE COVENANTS

Legal Description of Property

Parcel 1: The North 440.00 feet of Lot 32, Section 21, Township 28 South, Range 37 East, Florida Indian River Land Company Subdivision, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida. Less and Except the right-of-way for Babcock Street. Also Less and Except the East 345.00 feet of the South 150.00 feet of the North 440.00 feet of said Lot 32.

Brevard County, Florida as listed in Brevard County Property Appraiser records.