

12. Consideration of a Commercial Property Enhancement Program (CPEP) grant for Cory Hoehn, relating to exterior improvements to commercial property located at 2860 Palm Bay Road NE, Palm Bay, FL, 32905, Tax Account 2832681 (\$10,000).



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 Cory Hoehn, relating to exterior improvements to commercial property located at 2860 Palm Bay Road NE, Tax Account 2832681 (\$10,000).

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 24, 2024, the Community & Economic Development Department received an application from Cory Hoehn (owner of Building Butlers Inc. dba Alpine Foam) to the CPEP grant program for commercial property located at 2860 Palm Bay Road NE, Palm Bay, FL 32905 (tax account 2832681). Mr. Hoehn recently purchased this property and the adjoining parcel immediately west (tax account 2832680) to relocate his business operations from the city of Malabar to Palm Bay and is seeking grant funding to assist with renovating the building. Mr. Hoehn has an active license with the Florida Division of Corporations as well as a City of Palm Bay Business Tax Receipt.

While the property will require significant improvements overall, the applicant has submitted a quote for exterior enhancements to the existing building that include new paint and stucco to the building. The total estimated cost for the project is \$23,250. Per the CPEP guidelines, all work shall be completed within one year from the date of the agreement. Based on the total cost of the project, the

applicant is eligible for reimbursement up to the maximum award of \$10,000. Please note, the City will not reimburse for taxes associated with this work.

The applicant's 2023 property taxes are paid in full for both this property (tax account 2832681) and the adjoining parcel immediately to the west (tax account 2832680).

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 \$10,000.

STAFF RECOMMENDATION:

Motion to approve a Commercial Property Enhancement Program (CPEP) grant award in the amount of \$10,000 to Cory Hoehn for eligible exterior improvements to commercial property located at 2860 Palm Bay Road NE, Palm Bay, FL 32905 (tax account 2832681); 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: Cory Hoehn
Applicant Telephone Number: (321) 615-8404 E-Mail: Cory.AlpineFoam@gmail.com
Mailing Address: 390 VALKARIA Rd., GRANT-VALKARIA, FL 32949
Property Address: 2860 Palm Bay Rd. NE, Palm Bay, FL 32905
Property Owner Name: Cory Hoehn Telephone: (321) 615-8404 (cell)
Business Name (if applicable): ALPINE FOAM
Brief description of improvements to be made: The stucco AND PAINTING of the existing office building is proposed for this enhancement application. The color are light grey on bottom/body + dark grey on trim, eaves and brick to coordinate with new building in back,
Total Estimated Project Cost: 23,250.00
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.

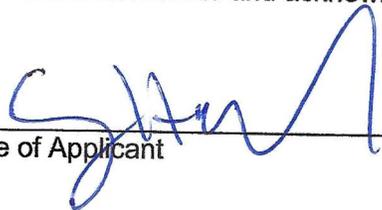
ELIGIBLE EXPENSES:

- 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/restripping
- 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

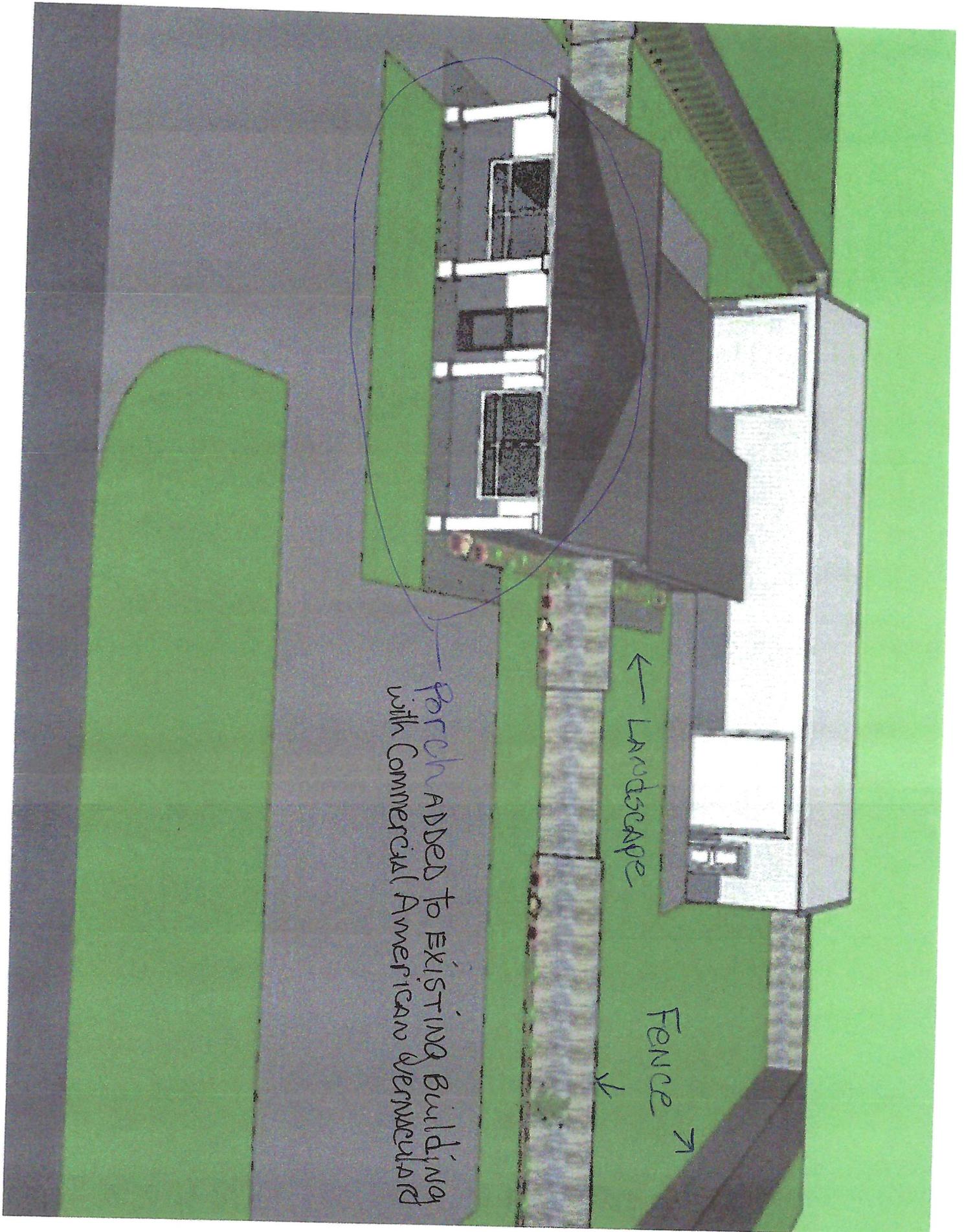


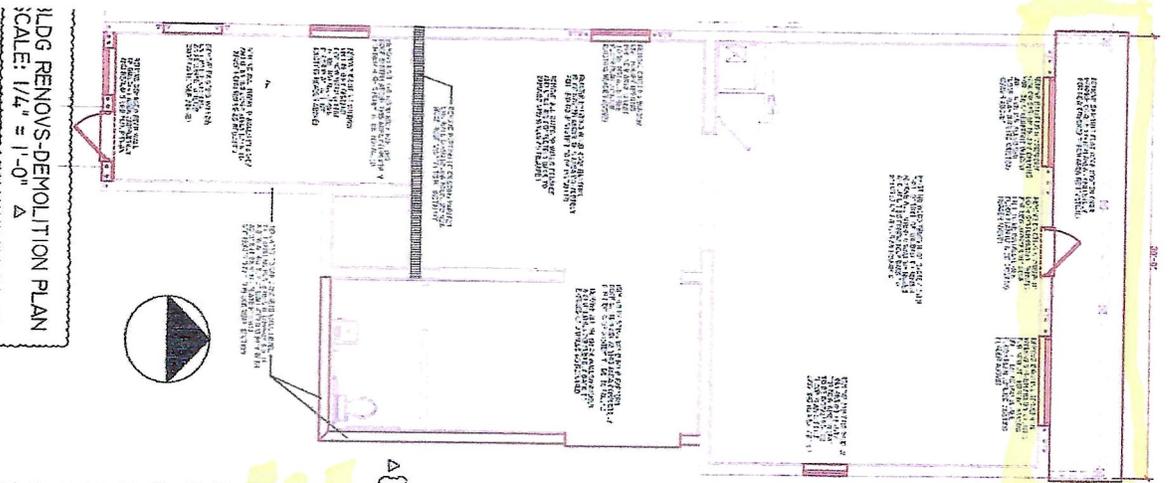
Date

4/23/2024

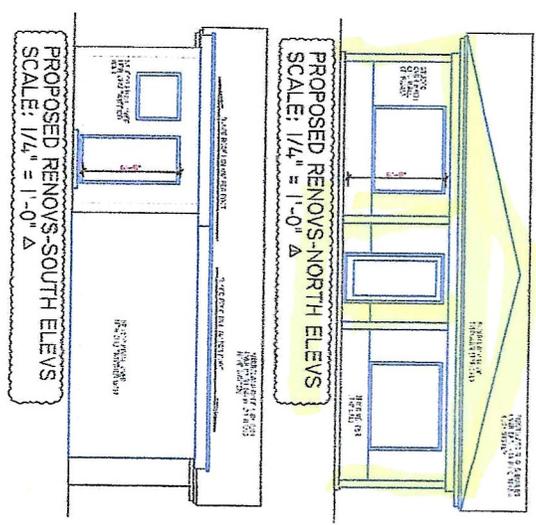
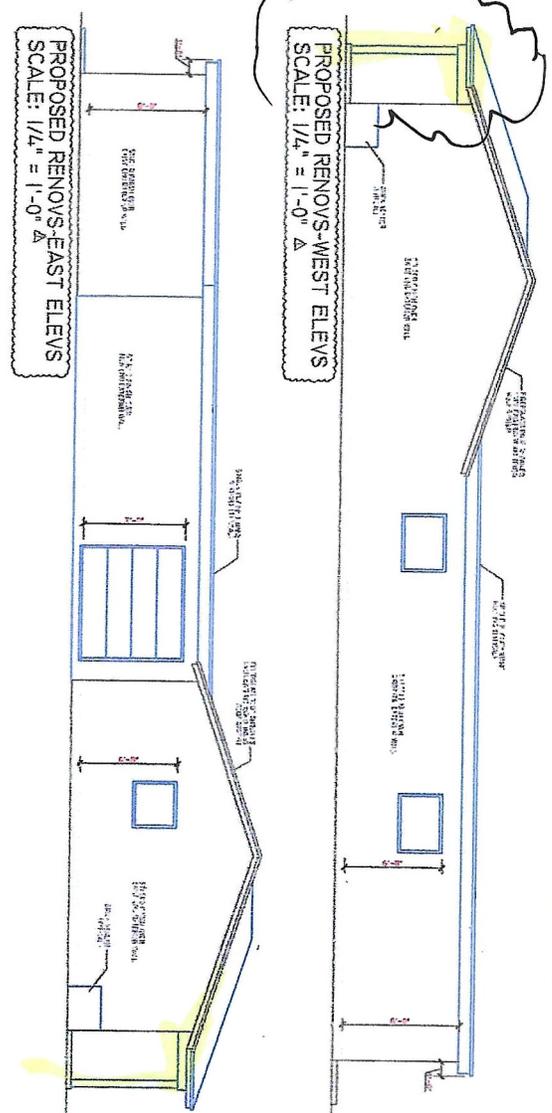


LOT 7 + LOT 6 (VACANT)





ANTICIPATED SCOPE OF WORK
 SCOPE OF WORK FOR THIS PROJECT INCLUDES, BUT NOT LIMITED TO THE FOLLOWING:
 - DEMOLITION OF EXISTING INTERIOR PARTITION WALLS
 - DEMOLITION OF EXISTING CEILING
 - DEMOLITION OF EXISTING FLOORING
 - DEMOLITION OF EXISTING DOORS
 - DEMOLITION OF EXISTING WINDOWS
 - DEMOLITION OF EXISTING LIGHT FIXTURES
 - DEMOLITION OF EXISTING ELECTRICAL PANELS
 - DEMOLITION OF EXISTING MECHANICAL EQUIPMENT
 - DEMOLITION OF EXISTING ROOFING
 - DEMOLITION OF EXISTING EXTERIOR WALLS
 - DEMOLITION OF EXISTING EXTERIOR DOORS
 - DEMOLITION OF EXISTING EXTERIOR WINDOWS
 - DEMOLITION OF EXISTING EXTERIOR LIGHT FIXTURES
 - DEMOLITION OF EXISTING EXTERIOR MECHANICAL EQUIPMENT
 - DEMOLITION OF EXISTING EXTERIOR ROOFING
 - DEMOLITION OF EXISTING EXTERIOR WALLS
 - DEMOLITION OF EXISTING EXTERIOR DOORS
 - DEMOLITION OF EXISTING EXTERIOR WINDOWS
 - DEMOLITION OF EXISTING EXTERIOR LIGHT FIXTURES
 - DEMOLITION OF EXISTING EXTERIOR MECHANICAL EQUIPMENT
 - DEMOLITION OF EXISTING EXTERIOR ROOFING



new commercial American venturian added to front of existing building

1LDG RENOV-DEMOLITION PLAN
 SCALE: 1/4" = 1'-0"

GENERAL NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL DEMOLITION WORK SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION DEBRIS.
 11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
 13. ALL DEMOLITION WORK SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
 15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 17. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEMOLITION DEBRIS.
 19. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.

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	EDC ENGINEERING AND DESIGN CONCEPTS, INC.	2266 PALM BAY ROAD, NE PALM BAY, FLORIDA 32909 TEL: (321) 724-0110 FAX: (321) 724-1266 WWW.EDC-INC.COM
	REVISIONS NO. DATE BY	1 11/15/05 JLD
CLIENT ALPINE FOAM	PROJECT 1LDG RENOV-DEMOLITION PLAN	DATE 11/15/05
ENGINEER EDWARD S. KELCEY	ARCHITECT EDWARDS & KELCEY, INC.	SCALE 1/4" = 1'-0"
PROJECT NO. 05-001	SHEET NO. 14	TOTAL SHEETS 14



Hi-Def Painting LLC
1240 rabbit st Palm Bay FL 32909
3213684361
hideffpainting@yahoo.com

INVOICE TO:
Cory Hoehn
2860 Palm Bay Rd Palm Bay FL, 32905
cory.alpinefoam@gmail.com

INV022

Date: Jun 24, 2024

#	Item	Unit Price	Qty	Total
01	Exterior Repaint (including Materials, Priming Raw Stucco & 2 Coats Of Top Coat Super Paint)	\$11,750.00	1	\$11,750.00
Subtotal				\$11,750.00
Grand Total				\$11,750.00
Paid				\$0.00
Due				\$11,750.00

Thank you!

From: [DebbyK Franklin](#)
To: [Robert McKinzie](#)
Subject: Re: Alpine Foam agenda Change
Date: Monday, June 24, 2024 3:48:08 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sure thing. Al Burrows Stucco is in Palm Bay and his son Richard Burrows did the quote and his number is 321-215-1342

On Mon, Jun 24, 2024 at 3:34 PM DebbyK Franklin <debby.alpinefoam@gmail.com> wrote:
Sure thing.

On Mon, Jun 24, 2024 at 3:10 PM Robert McKinzie
<Robert.McKinzie@palmbayflorida.org> wrote:

Received. Thanks Debby!

For the first quote (Al Burrows Stucco) – I don't see any information from the company. Would you be able to include their contact info at the bottom of the invoice or send us their business card?

Thanks!

Robert

From: DebbyK Franklin <debby.alpinefoam@gmail.com>
Sent: Monday, June 24, 2024 2:59 PM
To: Robert McKinzie <Robert.McKinzie@palmbayflorida.org>; Cory Hoehn <cory.alpinefoam@gmail.com>
Subject: Re: Alpine Foam agenda Change

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robert,

I just got done with the changes to the application with the two new items and their proposals.

Account: 2832681



? Owners:

HOEHN, CORY

Wrong ownership? [Maybe this is why...](#)

? Mail Address:

390 VALKARIA RD GRANT VALKARIA FL 32909

? Site Address:

2860 PALM BAY RD NE PALM BAY FL 32905

? Parcel ID:

28-37-24-25-19-7

? Taxing District:

34U0 - PALM BAY

? 2023 Exemptions:

NONE

Wrong exemption? [Maybe this is why...](#)

? Property Use:

1264 - COMMERCIAL IMPROVEMENT NOT SUITABLE FOR OCCUPANCY

? Total Acres:

0.23

? Site Code:

0331 - PALM BAY ROAD

? Plat Book/Page:

0002/0004

? Subdivision Name:

TILLMAN, PLAT OF

? Land Description:

TILLMAN, PLAT OF LOT 7 BLK 19

⚖️ Value

Category	2023	2022	2021
? Market Value:	\$112,490	\$83,670	\$78,870
? Agricultural Classified Use Value:	\$0	\$0	\$0
? Assessed Value Non-School:	\$92,030	\$83,670	\$78,870
? Assessed Value School:	\$112,490	\$83,670	\$78,870
? Homestead Exemption:	\$0	\$0	\$0
? Additional Homestead:	\$0	\$0	\$0
? Other Exemptions:	\$0	\$0	\$0
? Taxable Value Non-School:	\$92,030	\$83,670	\$78,870

Category	2023	2022	2021
Taxable Value School:	\$112,490	\$83,670	\$78,870

Sales/Transfers

Don't see your sale/transfer here? [Maybe this is why...](#)

Date	Price	Type	Instrument
09/12/2023	\$305,000	WD	9885/971
06/29/2007	--	QC	5798/1851
12/23/2004	\$210,000	WD	5403/182
06/10/2003	\$150,000	WD	4946/2092
11/01/1996	\$100,000	PT	3625/3921
03/01/1993	--	PT	3281/3208
01/01/1993	--	PT	3265/4847
01/01/1992	--	PT	3177/1861
09/01/1986	--	PT	2735/687
09/01/1980	\$37,500	PT	2256/620
10/02/1978	\$80,000	WD	1955/902

Buildings

Wrong building data? [Maybe this is why...](#)

Property Data Card #1

MATERIALS

Description	Value
Exterior Wall:	STUCCO , PLYWD/T111
Frame:	MASNRYCONC , WOOD FRAME
Roof:	ASPH/ASB SHNGL , ROLL COMPOSITION
Roof Structure:	WOOD TRUSS

DETAILS

Description	Value
Bldg. Use:	1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY
Year Built:	1947
Story Height:	8
Floors:	1
Residential Units:	2
Commercial Units:	0

SUB-AREAS

Description	Square-Feet
Base Area 1st	2,142
Open Porch	120
Open Porch	25
Total Base Area	2,142
Total Sub Area	2,287

EXTRA FEATURES

Description	Units
Paving - Concrete	776

Property Data Card #2

DETAILS

No Data Found

SUB-AREAS

Description	Square-Feet
Base Area 1st	428
Open Porch	24
Total Base Area	428
Total Sub Area	452

Prepared by/Return to:
Kathy Sullivan
Sullivan Title Services, LLC
1900 S. Harbor City Blvd., Suite 328
Melbourne, FL 32901
File No. 2308005
Consideration: \$305,000.00
Stamps: \$2,135.00

GENERAL WARRANTY DEED

Made this 12th day of September, 2023, A.D. by JOHN R. SORGENFREI and DEANA A. SORGENFREI, husband and wife, whose post office address is 150 Coconut Drive, #202, Indialantic, Florida, hereinafter called the grantor, to, CORY HOEHN, a married man, whose post office address is 390 Valkaria Road, Grant-Valkaria, Florida, hereinafter called the grantee,

(Whenever used herein the term "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 Ten Dollars (\$10.00) and other valuable considerations, 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:

Lots 6 and 7, Block 19, Plat of Tillman, according to the plat thereof, as recorded in Plat Book 2, Page 4 of the Public Records of Brevard County, Florida.

Parcel ID: 28-37-24-25-19-6 and 28-37-24-25-19-7

Subject to taxes and assessments for the current year and all subsequent years.
Subject to restrictions, easements, and covenants of record.
Subject to all applicable zoning rules and regulations.
Together with all the tenements, hereditaments 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 and 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, 2023.

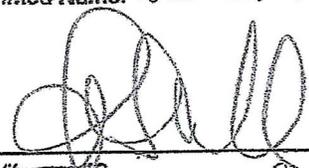
The land described above is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person for whose support the Grantor is responsible reside on or adjacent to the land.

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:


Witness #1
Printed Name: Kathleen A. Sullivan

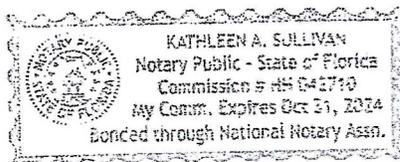

JOHN R. SORGENFREI
150 Coconut Drive #202, Indialantic, FL 32903 (Seal)

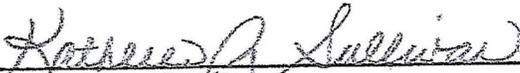

Witness #2
Printed Name: John S. Patel


DEANA A. SORGENFREI
150 Coconut Drive #202, Indialantic, FL 32903 (Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of September, 2023, by JOHN R. SORGENFREI and DEANA A. SORGENFREI, who are personally known to me or produced Florida Driver's Licenses as identification.




Notary Public



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

Detail by Entity Name

Florida Profit Corporation
BUILDING BUTLERS, INC.

Filing Information

Document Number P04000075897
FEI/EIN Number 20-0950567
Date Filed 05/10/2004
State FL
Status ACTIVE

Principal Address

390 VALKARIA RD
GRANT-VALKARIA, FL 32909

Changed: 02/23/2017

Mailing Address

390 VALKARIA RD
GRANT-VALKARIA, FL 32909

Changed: 02/23/2017

Registered Agent Name & Address

HOEHN, CORY
390 Valkaria Rd.
Grant-Valkaria, FL 32909

Address Changed: 04/28/2017

Officer/Director Detail

Name & Address

Title DP

HOEHN, JENNIFER
390 VALKARIA RD
GRANT-VALKARIA, FL 32909

Title DVPT

HOEHN, CORY
390 VALKARIA RD
GRANT-VALKARIA, FL 32909

Annual Reports

Report Year	Filed Date
2022	04/25/2022
2023	04/30/2023
2024	04/30/2024

Document Images

04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/30/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/23/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
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04/11/2008 -- ANNUAL REPORT	View image in PDF format
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01/21/2006 -- ANNUAL REPORT	View image in PDF format
01/28/2005 -- ANNUAL REPORT	View image in PDF format
05/10/2004 -- Domestic Profit	View image in PDF format



[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

ALPINE FOAM

Filing Information

Registration Number G15000117623
Status ACTIVE
Filed Date 11/19/2015
Expiration Date 12/31/2025
Current Owners 1
County BREVARD
Total Pages 2
Events Filed 1
FEI/EIN Number 20-0950567

Mailing Address

390 VALKARIA RD
VALKARIA, FL 32909

Owner Information

BUILDING BUTLERS INC.
390 VALKARIA RD
VALKARIA, FL 32907
FEI/EIN Number: 20-0950567
Document Number: P04000075897

Document Images

[11/19/2015 -- Fictitious Name Filing](#)

[12/10/2020 -- Fictitious Name Renewal Filing](#)

[Previous on List](#) [Next on List](#) [Return to List](#)

[Filing History](#)

Fictitious Name Search



120 Malabar Road SE
Palm Bay, FL 32097

BUSINESS TAX RECEIPT

Business Name: Building Butlers, Inc. dba Alpine Foam
Location Address: 2860 PALM BAY RD NE

Business Registration # BR23-00865

License Number: BTR24-00537 **Classification:** Misc Business Services
Issued: April 30, 2024 **Expires:** October 1, 2024
Restriction: ***OFFICE USE ONLY-NO CLIENTELE***
Comments: Foam Insulation (Spray and Blown in) Residential and Commercial No State or certification required

***** 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.

Building Butlers, Inc. dba Alpine Foam
Cory Hoehn
2860 Palm Bay Rd
Palm Bay, FL 32905

120 Malabar Road SE
Palm Bay, FL 32097



BUSINESS TAX RECEIPT

Business Name: Building Butlers, Inc. dba Alpine Foam
Location Address: 2860 PALM BAY RD NE

Business Registration # BR23-00865

License Number: BTR24-00537 **Classification:** Misc Business Services
Issued: April 30, 2024 **Expires:** October 1, 2024
Restriction: ***OFFICE USE ONLY-NO CLIENTELE***
Comments: Foam Insulation (Spray and Blown in) Residential and Commercial No State or certification required

LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

Corrected

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2832681		34U0

Pay your taxes online at www.brevardtc.com

Hoehn, Cory
 390 Valkaria RD
 Grant Valkaria, FL 32909

2860 PALM BAY RD NE PALM BAY FL
 32905

TILLMAN, PLAT OF LOT 7 BLK 19



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.0486	92,030	0	92,030	280.56
BREVARD LIBRARY DISTRICT	0.3467	92,030	0	92,030	31.91
BREVARD MOSQUITO CONTROL	0.1427	92,030	0	92,030	13.13
S BREVARD REC DIST	0.2286	92,030	0	92,030	21.04
SCHOOL - BY STATE LAW	3.1350	112,490	0	112,490	352.66
SCHOOL - BY LOCAL BOARD	0.7480	112,490	0	112,490	84.14
BPS VOTED TEACHER PAY	1.0000	112,490	0	112,490	112.49
SCHOOL - CAPITAL OUTLAY	1.5000	112,490	0	112,490	168.74
CITY OF PALM BAY	7.0171	92,030	0	92,030	645.78
ST JOHNS RIVER WATER MGMT DST	0.1793	92,030	0	92,030	16.50
FLA INLAND NAVIGATION DIST	0.0288	92,030	0	92,030	2.65
SEBASTIAN INLET DISTRICT	0.1066	92,030	0	92,030	9.81
ENV END LD/WTR LTD	0.0488	92,030	0	92,030	4.49
ENV END LD/WTR LTD(DBTP)	0.0163	92,030	0	92,030	1.50
S BREVARD REC DIST (DBTP)	0.0345	92,030	0	92,030	3.18
PALM BAY ROAD (DBTP)	0.9084	92,030	0	92,030	83.60
TOTAL MILLAGE	18.4894			AD VALOREM TAXES	\$1,832.18

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
158 SOLID WASTE DISPOSAL	191.87

PAY ONLY ONE AMOUNT IN BOXES BELOW NON-AD VALOREM ASSESSMENTS \$191.87

If Received By	May 31, 2024				
Please Pay	\$2,119.77				

LISA CULLEN, CFC

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

BREVARD COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

Corrected

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2832681		34U0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT
 Hoehn, Cory
 390 Valkaria RD
 Grant Valkaria, FL 32909



PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Received By	May 31, 2024				
Please Pay	\$2,119.77				

05/31/2024
 Paid

Receipt # 000-24-00281808

\$2,119.77 Paid By Cory Hoehn *

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

Corrected

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2832680		34U0

Pay your taxes online at www.brevardtc.com

Hoehn, Cory
390 Valkaria RD
Palm Bay, FL 32909

2856 PALM BAY RD NE PALM BAY FL
32905

TILLMAN, PLAT OF LOT 6 BLK 19



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.0486	43,200	0	43,200	131.70
BREVARD LIBRARY DISTRICT	0.3467	43,200	0	43,200	14.98
BREVARD MOSQUITO CONTROL	0.1427	43,200	0	43,200	6.16
S BREVARD REC DIST	0.2286	43,200	0	43,200	9.88
SCHOOL - BY STATE LAW	3.1350	43,200	0	43,200	135.43
SCHOOL - BY LOCAL BOARD	0.7480	43,200	0	43,200	32.31
BPS VOTED TEACHER PAY	1.0000	43,200	0	43,200	43.20
SCHOOL - CAPITAL OUTLAY	1.5000	43,200	0	43,200	64.80
CITY OF PALM BAY	7.0171	43,200	0	43,200	303.14
ST JOHNS RIVER WATER MGMT DST	0.1793	43,200	0	43,200	7.75
FLA INLAND NAVIGATION DIST	0.0288	43,200	0	43,200	1.24
SEBASTIAN INLET DISTRICT	0.1066	43,200	0	43,200	4.61
ENV END LD/WTR LTD	0.0488	43,200	0	43,200	2.11
ENV END LD/WTR LTD(DBTP)	0.0163	43,200	0	43,200	0.70
S BREVARD REC DIST (DBTP)	0.0345	43,200	0	43,200	1.49
PALM BAY ROAD (DBTP)	0.9084	43,200	0	43,200	39.24
TOTAL MILLAGE	18.4894			AD VALOREM TAXES	\$798.74

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS
	\$0.00
If Received By Please Pay	May 31, 2024 \$857.70

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

Corrected

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2832680		34U0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

Hoehn, Cory
390 Valkaria RD
Palm Bay, FL 32909

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Received By Please Pay	May 31, 2024 \$857.70				
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05/31/2024
Paid

Receipt # 000-24-00281808

\$857.70 Paid By Cory Hoehn



From: [Carol Martinussen](#)
To: [Robert McKinzie](#); [Code Compliance](#)
Cc: [Danielle Crotts](#)
Subject: RE: Code Violations or Liens Check - 2860 Palm Bay Road NE, Palm Bay, FL 32905
Date: Tuesday, June 25, 2024 7:36:00 AM
Attachments: [image002.png](#)
[image003.png](#)

Good Morning Robert,

There are no code issues with this property at the present time.

Have a wonderful day.

Carol



From: Robert McKinzie <Robert.McKinzie@palmbayflorida.org>
Sent: Monday, June 24, 2024 4:20 PM
To: Code Compliance <Code.Compliance@palmbayflorida.org>
Cc: Danielle Crotts <Danielle.Crotts@palmbayflorida.org>
Subject: Code Violations or Liens Check - 2860 Palm Bay Road NE, Palm Bay, FL 32905

Good afternoon,

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: **2860 Palm Bay Road NE, Palm Bay, FL 32905 (Cory Hoehn is the applicant)**

Thank you!
Robert



**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 **Cory Hoehn**, whose principal address is, **2860 Palm Bay Road 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 (\$10,000.00)**. 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:

Cory Hoehn
2860 Palm Bay Road 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]

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

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): 2860 Palm Bay Road NE, Palm Bay, Florida 32905 .

Owner: Cory Hoehn .

Legal Description of Real Property: Lots 6 and 7, Block 19, Plat of Tillman, according to .
the plat thereof, as recorded in Plat Book 2, Page 4 of the Public Records of Brevard
County, Florida.

Parcel ID: 28-37-24-25-19-6 and 28-37-24-25-19-7

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 10,000.00 .

Items to be Improved
Pursuant to Approved Grant

Cost of Items
to be Improved

1. Stucco
2. Paint

\$11,500.00
\$11,750.00

Total: \$ 23,250.00

EXHIBIT C

City of Palm Bay RESTRICTIVE COVENANTS Commercial Property Enhancement Program (CPEP)

THESE COVENANTS are entered into this ___ day of _____, 2024, by **Cory Hoehn**, 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 **2860 Palm Bay Road NE, Palm Bay, FL 32905** 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 **\$10,000.00**, 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: Lots 6 and 7, Block 19, Plat of Tillman, according to the plat thereof, as recorded in Plat Book 2, Page 4 of the Public Records of Brevard County, Florida.

Parcel ID: 28-37-24-25-19-6 and 28-37-24-25-19-7

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