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## Palmetto CRa

# COMMERCIAL Façade Enhancement Grant Program 2009-2010

### PALMETTO CRA COMMERCIAL FAÇADE ENHANCEMENT GRANT PROGRAM

#### INTENT

It is the goal of the Palmetto Community Redevelopment Agency (CRA), under Part III, Chapter 163, Florida Statutes to eliminate slum and blight in the Community Redevelopment District. This Commercial Façade Enhancement Grant Program includes the objectives of: (1) strengthening downtown as a multi-use center; (2) strengthening the City's contribution to the well-being of the community; (3) improving the physical image within the district; and (4) enabling successful on-going revitalization.

#### PROGRAM DESCRIPTION

In order to carry out these goals and objectives, the CRA will provide assistance to owners of commercial property located in the CRA District. Map of the CRA District can be found at <a href="https://www.palmettofl.org">www.palmettofl.org</a>. It is the intent of this grant program to fund a portion of the applicant's cost for exterior, non-structural improvements, which will increase the aesthetic appeal of the structure. This program is not intended to fund new construction or routine maintenance and/or repairs of the structure. It is not intended for the improvements of property which is used primarily for residential use. (Mixed use qualifies so long as the use in not primarily residential.) Also, under the Constitution of the State of Florida Article I Section 3, religious organizations cannot be funded with public monies and therefore do not qualify for participation under this program. Examples of eligible exterior improvements are listed in the adopted CRA Plan, but not limited to, are attached.

Applicants are to complete the attached application form and submit it with all required attachments to the CRA Board in order to be considered for assistance.

#### **ELIGIBILITY**

Applications will only be considered if they meet all of the following eligibility criteria:

- Initiation and approval by property owner.
- Businesses must have the appropriate local business fax receipt(s) and be in compliance with city codes at completion of the project. All required governmental approvals (i.e.: Planning and Zoning, SWFWMD, etc) and permits must be properly issued, and final inspections must be performed as appropriate.
- Buildings that are partially in and partially out of the CRA district are eligible for funding, as to those improvements that are in the CRA District. See Funding on page 4.

- Projects must be visible from the street, sidewalk, and/or parking lot.
- Non-profit organizations, with the exception of religious organizations, or other organizations that do not pay ad-valorem taxes are eligible for funding.
- Property must be current in water/sewer/garbage and tax bills, and without City liens, and verified by CRA staff. Previous delinquent status of public utilities, taxes, etc. will be considered in prioritizing applications for funding.
- All building materials and colors, as well as plant materials, shall be subject to CRA approval.
- Labor expenses are eligible only when performed by a licensed contractor in good standing in Manatee County. All quotes/bills/invoices must reflect the contractor's license number.
- Funding is limited to \$50,000 for any applicant /business/ individual, per building during any 60 month period, and subject to available CRA funds.
- Improvements can be initiated, provided required procurement procedures are followed, not more than 90 days before the submission of an application for funding. All competitive bids/quotes must be dated prior to the commencement of the associated improvements. The submission of an application does not, in any way, imply an award of grant funding.
- Such Improvements must be consistent with the community character of the City of Palmetto.

#### APPLICATION RATING CRITERIA

The following criteria may be considered, along with all required submissions, in evaluating applications:

- Small disadvantaged business (as defined by the Small Business Administration)
- Minority Business Enterprises (as defined by the Small Business Administration)
- First time applicants
- Utilization of Palmetto based contractors and businesses
- Implementation of CRA Waterfront Plan or Downtown Design Guidelines
- Enhances pedestrian/multi-modal transportation connectivity
- Located on Palmetto main/entry corridor
- Located in Historic District/Old Main Street
- Enhances, preserves or restores historic facades
- CRA contributes 25% or less of total project cost

#### PROCUREMENT PROCEDURES

Applicants are expected to make sound financial decisions, seeking competitive prices for projects. Evidence of compliance with the below procedures must be submitted with the grant application.

- Improvement costs in excess of \$2,500 must include at least 2 estimates or a statement
  of non-availability of contractors or services.
- Improvement costs in excess of \$10,000 must include at least 3 estimates or a statement of non-availability of contractors or services.
- If structure is partially in and partially out of the CRA district, estimates must be split between the portions of the structure that lies within and without of the CRA district.
- Any and all costs may be compared with current industry standards to ensure reasonable pricing. Labor expenses are eligible only when performed by a licensed contractor in good standing in Manatee County if a professional license is required. All quotes/invoices must reflect the contractor's license number when applicable.
- Property owners may complete improvements themselves, as allowed by State and local building codes, provided that the cost of improvements is not greater than the least of the competitive bids gathered in compliance with these Procurement Procedures. When property owner completes improvements themselves, labor cost will not be considered for payment.
- As it is the intent of the CRA to support strong, viable business in Palmetto, grant applications must include estimates from Palmetto-based businesses for all proposed improvements when available. Alternatively, applicants should provide statements of non-availability of local contractors or services.

#### **FUNDING**

Grant amounts shall not exceed Fifty Thousand Dollars (\$50,000.00) or one-half (1/2) of the improvement cost, whichever is less and shall require an affirmative vote of a majority of a quorum of the CRA Board.

Buildings that are partially in and partially out of the CRA District are eligible for funding of 50% of the total improvement cost, as to those improvements within the CRA District, provided that the award does not exceed the actual dollar amount expended within the CRA District.

PLEASE BE ADVISED THAT ALL GRANTS ARE AWARDED AT THE DISCRETION OF THE CRA Board AND ARE SUBJECT TO FUND AVAILABILITY. PROJECTS ARE SUBJECT TO APPROVAL BY THE BUILDING DEPARTMENT AND THE PLANNING AND ZONING BOARD AS APPLICABLE.

#### TIMELINESS

It is the intent of the CRA to provide access to this incentive program throughout the fiscal year 2009-2010, and to encourage the timely completion of projects in order to maximize availability of monies for commercial façade enhancement. In order to execute this intent, CRA Staff will accept and review completed applications to be submitted to the CRA Advisory Board for recommendation to the CRA Board. CRA Staff requests that all applications be submitted 7 days prior to CRA Advisory Board meeting. CRA Advisory Board Meetings for fiscal 2009-2010

are the second Tuesday of the Month. The CRA Advisory Board will then forward the recommended action to the CRA Board for the next scheduled meeting.

It is anticipated that applicants will request grant funding when they intend to make improvements to their property. Therefore, projects should be planned for completion within 90 days of award. In the event that any project, through no fault of the owner, is anticipated to take more than 90 days for issuance of a certificate of occupancy or other evidence of completion from the City of Palmetto Building Department, the applicant must change the written application appropriately on their timeline, and a completion deadline must be included. Applicants are advised that in the event they do not complete the project within the timeframe stated in the approved application they may lose funding unless the grant period is extended by affirmative recommendation by the CRA Advisory Board to the CRA Board for approval. There is a maximum of two grant extensions as recommended for approval by the CRA Advisory Board to the CRA Board.

#### DISBURSEMENT OF FUNDS

Prior to any disbursement of grant dollars, applicant must provide the CRA with proof of matching contribution by providing copies of bills and cancelled checks or receipts. Grant money will be distributed only after the applicant has submitted such documentation.

Owner/applicant is to provide recorded lien releases as applicable.

If the CRA Board has awarded an amount based on estimates supplied at the time of the application, and the actual costs are less than estimated, the CRA Board will reduce the award amount accordingly.

#### MAINTENANCE OF COMPLETED IMPROVEMENTS

Improvements funded by the Commercial Revitalization Façade Grant Program will be maintained in good order. Failure to maintain these improvements will require a reimbursement to the CRA of the matching grant amount.

Please complete the following application and submit to:

City of Palmetto CRA 715 4<sup>th</sup> St. W. Palmetto, FL 34221 (941) 723-4988

#### TEMPORARY MAINTENANCE PROVISION

Given the current state of the economy and the need to maintain the outward appearance of commercial properties in the CRA District, the CRA Board is enacting a Temporary Maintenance Provision (TMP) to support normal maintenance which is not covered under the current Commercial Façade Enhancement Grant Program.

Façade Enhancement Grant Program, the CRA will grant 75% of the cost of maintenance up to a maximum of \$10,000.00. Grants applied for and funds awarded through the Temporary Provision will be included in the maximum limit of \$50,000 outlined in the Commercial Façade Enhancement Grant Program Only one TMP grant will be considered per owner within 60 month period required before said owner may reapply under the TMP, provided the program is still in effect at that time. Examples of maintenance items under the TMP are painting, fencing driveway and sidewalk repair. Items funded under the TMP will require three quotes. Under no circumstance, will the CRA reimburse any permitting fees. Disbursement of funds will be governed by the same guidelines as outlined on page 5 of the Façade Enhancement Grant Program.

The TMP will expire on December 31, 2010 unless a majority of the CRA Board votes to maintain the provision. For consideration of funding, applications must be received prior to October 31, 2010. All grants are awarded at the discretion of the CRA Board and are subject to fund availability.

75% up to \$10,000.00 - under TMP

#### Examples of eligible items under the Commercial Facade Enhancement Grant Program

The following are some examples of items eligible for funding. Improvements must be in keeping with the intent of this program. The fact that an item is on this example list does not, in and of itself, entitle payment under the Commercial Façade Enhancement Grant Program. Potential items not on the list but meeting the intent of the program will also be considered for inclusion.



- Landscaping-Florida native/drought resistant landscaping per SWFWMD list with irrigation only
- Awnings



- Compatible painting and exterior renovation
  - Architectural design assistance
  - Pavement treatment (Excludes maintenance and normal repair)
  - Decorative fences, border treatments
  - Ornamental grill work Must be consistent with community character of the City of Palmetto
  - Creation or repair of impervious surfaces(Excludes maintenance and normal repair)
  - Color analysis for historic reviews
  - Incentives for historic preservation designation
  - Lighting (accent, safety, interior display)
  - Window replacements/upgrades
  - Sidewalk replacements/upgrades
  - Door replacements/upgrades
  - Right-of-way treatment
  - Maintenance Agreements
  - Pedestrian amenities (water, fountain, benches, bike racks)
  - Historic residential improvements-listed on register & in compliance with all codes
  - Exterior surveillance equipment when installed as part of a larger façade enhancement project

#### COMMERCIAL FAÇADE ENHANCEMENT GRANT PROGRAM APPLICATION

APPLICANT:
BUSINESS NAME: KUJAK'S PARMENT RIBHOUSE
PROPERTY'S PHYSICAL ADDRESS: 1631 8 AV. WEST PARM FLA 34721
PROPERTY OWNER'S NAME: ADELPHIA ENT. BILL CHRISTOPOLIUS
CONTACT PERSON: BILL CHRISTCOTCLOUS
MAILING ADDRESS: 4008 14 AV SAST BRADIENTON FIA 34268
PHONE: 0141-725-0467 - DC.
FAX:

#### REQUIRED SUBMISSIONS:

- General Project Description –please provide detailed plans and elevations of improvements. Include descriptions or samples of proposed colors and/or materials where applicable. Please be specific.
- 2. <u>Timeline</u> Outline total renovation timeline to include project start and end dates.
- 3. Occupants -Provide information on business(es) that currently occupy/will be occupying structure. Include any other information that may be helpful in review of the application.
- 4. Existing site information please attach a site plan or survey of property with Boundary photographs showing existing structure and grounds.
- 5. <u>Cost of Improvements</u> please break out an itemized list of estimates for all improvements. Attach written estimates and plans for improvements as described in <u>Procurement Procedures</u> with the application.
- 6. Site Control Applicants must submit verification of site control (deed).

NOTE: Any plans that are submitted should be  $8.5^{\circ}$  x  $14^{\circ}$  or smaller. Should you need to submit plans that are larger, please provide 20 copies.



#### SATISFACTION OF GRANT CRITERIA

By filing this application, the Applicant agrees and understands that this grant is given at the sole discretion of the Community Redevelopment Board. Application for funds under this program does not create an entitlement to funding. Renovations are subject to the approval of the Planning and Zoning Board, Building Department, and other Boards where applicable.

Submission of this application serves as the applicant's verification that he/she has the financial means to complete the project and is committed to maintaining the property in the renovated state.

This application and all attachments will become a part of public records.

#### CERTIFICATION

Applicant hereby certifies that all the information provided to complete this application is current, accurate, and truthful and that he/she has read and understands the associated COMMERCIAL FAÇADE ENHANCEMENT GRANT PROGRAM. The applicant understands that, to be eligible for funding assistance, all projects must be completed within 90 days of award, unless a written extension is granted by the CRA Board. The applicant certifies that he/she shall not derive any monetary benefit from specified contractors.

APPLICANT SIGNATURE

CRA SIGNATURE

\* PLEASE ENSURE THAT APPLICATION IS NOTARIZED ON FOLLOWING PAGE

	edgment for Individual)  COUNTY OF Manatee
STATE OF FLORIDA	COUNTY OF Manatee
The foregoing instrument was acknowledged before the foregoing instrument was acknowledged by the for	
who did take an oath, and who acknowledged be	fore me that he executed the same freely and voluntarily for
the purposes therein expressed.	
(Notery Seal) KEITH A. PARR	Kutha. Han
Notery Public, State of Florida My comm. expires June 15, 2013	Signature REITH A. PART
Comm. No. DD874321	Print Name - NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: 6/15/2013 Commi	ssion No
	ent for Corporation or LLC)
STATE OF FLORIDA	COUNTY OF Manatee
Toseph W. Forney as (ins	ore me this 31 day of Aug , 2010, by sent tilte) President of (insert name a (insert State ation / limited liability company, on behalf of the corporation
of Incorporation) corpor	ation / limited liability company, on behalf of the corporation
/ limited liability company.  who is personally known to me,	
who produced	as identification,
	fore me that he executed the same freely and voluntarily for
the purposes therein expressed. (Notary Seal)  VEITH A PARE	Kercha tan
(Notary Seal)  KEITH A. PARR  Notary Public, State of Florida	Signature
My comm, expires June 15, 2013	
Comm. No. 0087432	Print Name - NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: Comm	ission No DD874321
[Acknowled STATE OF FLORIDA	gment for Partnership) COUNTY OF
	ore me this day of 20, by general partner of (insert name of partnership)
	, a (insert State of organization)
general / limited partnership, on behalf of the part	nership.
who is personally known to me,	as identification
who did take an oath, and who acknowledged be	as identification, as identifica
the purposes therein expressed.	
(Notary Seal)	Signature
	Print Name - NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: Comm	dission No.

Improvements must be in keeping with the intentions of the program. Items on the example list will not necessarily be approved if they do not meet all other aspects of the Commercial Façade Enhancement Grant Program.

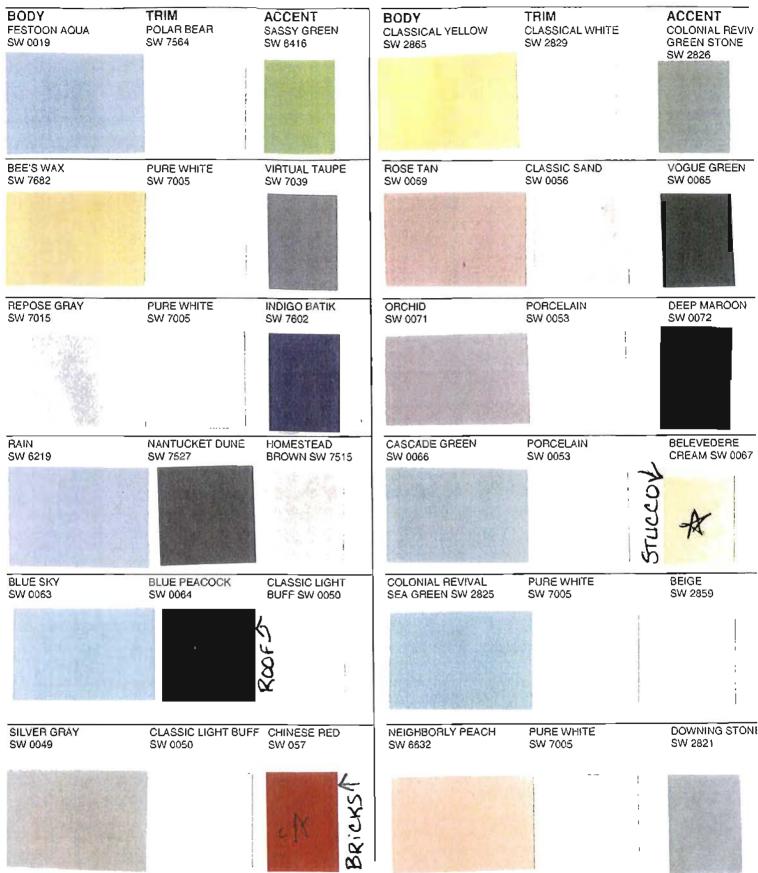
FOR STAFF USE ONLY:	
ADEIPHIA ENTERPRIS	ES INC.
Applicant: KOJAK'S PAIMETTO RIBHOUS	
Submission Date: 88110 Amount Requested:	\$7,451.70
TO BE DETERMINED	¥ 500 000 000
Start Date: End Date:	Extended End Date(s)
PID 366 3300008 www.ma	wake Pao , com
Submission Requirements satisfied:	
Project Description YN	
Occupational License(Y)N	
Site Information(Y)N	
Matching Funding YN	
Utilities/Taxes current Y)N	
Code Enforcement review YN	
Appropriate number of cost estimates YN	
COLD III I D. Cartie . To Oddania	a constant appear globles
CRA Board Action/Date: Motion to Recommen	O HADDLONON -CENTIO 114/10

### CRA Façade Enhancement Grant Program Application Checklist Grant #\_\_\_\_\_ 10 -06

Eligibility	Applicant Initials	<u>CRA Staff</u> <u>Initials</u>
Property Owner is Applicant (if no, explain below) - Page 7 Permit(s) City and/or County Obtained (if applicable) Local Business Tax Receipts Current (if applicable) Exterior Improvements Only - Page 2 Within CRA Boundary - Page 2 Project Timeline within 90 days of approval - Page 2 No Water/Sewer/Garbage Delinquencies - Page 3 No Palmetto City liens - Page 3		AS SERVICE SER
Required Information & Supporting Documents Attached		١
General Project Description - Page 7 Project Timeline - Page 7 90 days from approval date Storefront Business Name - Page 7 KOJAK'S Palmetto Rib CRA Map Location - Page 2 Site Plan Survey - Page 7 Site Control - Page 7 Site Plan Photographs - Page 7		14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Project Cost Estimates (> \$10,000 submit three) *PBB		
Estimate #1 \$		-
Estimate #2 \$		
Estimate #3 \$		
	Initials de	25
CRA Staff[Print Name] JENNY Silverio	Initials d	125
Notes:		
CRA Staff:		
Date Completed Application Received 9/7/10		
Date for CRA Advisory Board Review 9114110		
Date approved/denied by Advisory Board		
Date approved/denied by CRA BOARD		
Additional requirement for approval/Comments		



#### CITY OF PALMETTO COLOR PALETTE



PREPARED BY: UGARTE & ASSOCIATES, INC.

(ORIGINAL COLOR NUMBERS AND NAMES WERE OBTAINED FROM SHERWIN WILLIAMS) 2010

# SF #10-06 Adelphia Enterprises, Inc DBA Kojaks Rib House

#### **Driveway:**

This item is eligible for a 75% match under the CRA Temporary Maintenance Program. Even though the expense is under \$10,000.00 three bids are required under this program.

Palmetto Asphalt & Demolition, Inc. \$4,585.60 License# AP060002

TMT Asphalt Services \$7,354.60

Driveway Maintenance Inc. \$7,774.00

Allowable Expense @ 75%

\$3,439.20

Palmetto Asphalt & Demolition, Inc. 1119 19th Ave East Palmetto, FL 34221 PH: (941) 729-6540 FAX: (941) 729-2276 License #AP060002 September 1, 2010 (revised)



Proposal Submitted To: Joe Forney 729-8986 722-8510 Work Performed At: Kojak's Restaurant 1631 8<sup>th</sup> Ave. W. Palmetto, FL 34221

Clean and preparation of existing asphalt areas to be patched and sealed - approx. 19,157 sf Saw cut major pot holes

Apply liquid asphalt tack as bonding agent

Patch using Type S-III asphalt and compact

Seal coat entire parking area using Seal Master sealant with latex and sand additives

Repaint existing parking lines using white DOT traffic paint

Repaint existing handleap lines, icons and walkway using blue DOT traffic paint

We hereby propose to furnish labor and material to complete the work as stated above for the sum of \$4,585.60, a deposit of \$2,200.00 is due prior to commencement of project, with the balance of \$2,38560 due on project completion. Proposal prices are good for 30 days. Proof of Worker's Compensation and General Liability Insurance is available upon request.

All work will be completed in a workman like manner according to standard practices. Any alterations or deviation from the work listed above involving any additional charges will only be executed upon written change order. These additional charges will be due as described above. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the authorized undersigned. A 1.5% monthly interest fee (21% annually) will be added to all accounts not paid in full within 30 days of the work completion. A service charge of \$35.00 will be added to accounts for a returned check. The customer is responsible for all lawyer and/or collection fees if such matters are used to obtain payment.

Authorized Signature: Authorized Signature: Palmetto Asphalt & Demolition, Inc.

Acceptance of Proposal: You are authorized to do the work as specified above. Payment will be made as outlined above.

Date:\_\_\_\_\_\_Signature:\_\_\_\_\_\_

Printed Name:\_\_\_\_\_

Note: Exclusions unless stated above: price does not include any permits, testing, removal of any materials such as rock or muck, layout, surveying or off site fill. We are not responsible for any wiring or pipe less than one foot beneath the surface. If any of these problems occur the person authorizing the proposal will be notified and any price changes will be discussed before any further work will be done. We will shim out major low areas before resurfacing to remove standing water but we can not guarantee 100% of the water will be off the lot. Compaction of asphalt is an average of 20-25%. Large cracks that are all the way through the asphalt may come back through the new asphalt within one year but will not be as large as the original cracks. We can not be responsible for grass growing through the new asphalt unless we have done all of the base work. If we are paving over existing shell that has grass growing through it we will do our best to remove the grass (nut grass is almost impossible to remove) by applying weed killer to the area before paving. We are not responsible for high heel marks or sharp objects that may puncture the new asphalt. We spread sand over new asphalt to protect it from power steering marks and heat. This will help cure the asphalt faster by keeping it cooler. It is important to keep the sand on the new asphalt as long as possible. Management or the owner should ensure all vehicles are at least 30 feet from the job site and sprinkler systems are off upon start of job.



SEP 0 1 2

#### **Quotation/Purchase Agreement**

Number

AAAQ1093

Date

Aug 31, 2010

Sold To

Kojak's Palmetto Ribhouse

1631 8th Ave. W Palmetto, FL 34221

Phone Fax (941) 729-8986 (941) 722-1057 Jobsite Location

Kojak's Palmetto Ribhouse

1631 8th Ave. W Palmetto, FL 34221

Phone

Fax

Salesperson P.O Number  Derek lampieri	VIII (Agricultura)	j	erms	
Products & Services	Oty	Unit of Measure	Unit Price	Ext. Price
Mobilization	1	ea	\$450.0000	\$450.00
PATCHING:				
Asphalf Patching ( HMA type S-3 @ 1" overlay )	165	sy	\$28.1600	\$4,646.40
SEAL COAT:				
Seal Cost ( Using Coal Tar sealer)	2,628	sy	\$0.6500	\$1,708.20
STRIPING ENTIRE LOT TO MATCH EXISTING :	1	e8	\$550.0000	\$650.00
37- Stalls in WHITE ( to be striped )				
2- Handicap stalls in BLUE ( to be striped )				
1- Hash out In WHITE ( 10' x 10' )				
1- Parallel stall în WHITE				

<b>S</b> ubTotal	\$7,354.60
Total	\$7,354.60



#### AAAQ1319

09/01/10

#### STANDARD TERMS OF CONTRACT

Standard Terms: This contract shall be subject to the standard terms printed below.

Thickness of Pavement: This proposal includes ONLY those items and services specified. All descriptions of pavement thickness in this proposal refer to everage thicknesses. Variations in sub-grade conditions and technical limitations may result in variations from this average. We warrant that sufficient meterial shall named be used on the project to result in the average thicknesses manted.

Orainage: Paving Industry Standards for the proper design of asphall pavement require a minimum slope of 2% in all areas (two foot of fall for every 100 leet). If the proposed grades on this project result in less than the minimum acceptable slope of 2% the customer should expect suggish runoff of surface water, and "birdbath" puddles on the completed pavement. Such problems will not be subject to correction under our warrenty.

Material Characteristics: An asphall pavement is a flexible structure. Tire marks and impressions may occur for a period prior to curing, especially during continued high temperature weather conditions.

Extra Work; Should the need arise for work that goes beyond the scope of what is outlined in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative

Warranty Coverage; Work quoted in this proposal will be covered by our warranty against defects in material or workmanship. The warranty period is 12

Customer must have job area cleared and accessible in such a manner that TMT can commence operations without fundue delay. If TMT is required to expand time, material and equipment in order to complete the preparation of the subgrade, when such work is the responsibility of others, or to obtain clear access to the jobaite, the costs for such extra work will be billed on a Time and Material basis under the extra work provision of this contract. Payment for such extra work will be due subject to the said terms as work under the basic contract. Any alteration or deviation from the above specifications involving extra cost of material or labor will be an extra charge to the amount listed in this proposal. Customer is responsible for obtaining any permits, if required, and insuring that the sprinkler systems on the property are turned off for the duration of this project. Customer assumes all responsibility for the removal of vehicles on areas designated for work. Contractor is not responsible for any vegetation that may grow up through asphalt or damage to any underground sprinkler system and utilities. Square footage is based upon field measurements: any incorrect measurements may be adjusted upon job completion. Upon acceptance this proposal is a binding contract. Customer shall be responsible for the security of the Jobsite and is responsible for any damage to TMT work in progress caused by other contractors, suppliers or the general public when TMT representatives are not on the Jobsite. Customer shall not withhold payment to TMT in the event of any dispute arising out of this contract. In the event of a dispute, Customer will deposit any unpaid balance due on this contract into Bank of America which Bank will sot as Eccrow Agent until the dispute is resolved. Payment will be made as outlined above. All payments later than 30 days of completion shall bear interest at I-1/2% per month (18% annum). In the event it should become necessary to employ an alterney to collect any amount due under this contract, the customer will be liable for attorney's fees and costs in said collection. Acceptance of this proposal is a binding contract. A fassimile copy of this proposal ("Contract") and any signatures hereon shall be considered for all purposes as originals. Because of the volatile changes in the price of petroleum products our final billing may include an ilemized surcharge based solely on the petroleum-costs, affected products and services price change made effective after the date of the acceptance of this proposal.

Any alteration or deviation from the above specifications involving axira costs of material and/or labor will be an additional charge, Square footage is based upon field measurements, any incorrect measurements may be adjusted upon project completion. Asphalt yield is based upon 105 lbs/sy per inch, any asphalt over-runs due to irregular base or milled conditions will be bitted at \$130,00/ton for standard

S-1 and S-3 mixes (with additional charge for special mixes). Work to be completed in one mobilization with additional charge for project delays,

Customer is responsible for obtaining any permits, if required.

Customer is responsible for project access, to include removal of vehicles and any costs associated with vehicle removal, customer is responsible for incuring any sprinkler systems remain off for the duration of the project.

During paving, project area will be secured off. I'MT Asphalt is not responsible for vehicle and/or pedestrian traffic through new pavement while barricades are in place

#### PAYMENT TERMS: 50% DOWN / BALANCE DUE UPON COMPLETION

Company(Authorized Signature)	TMT Signature
Titlə	
Date	



Yard: 1901 N 57th Street Mail to: P.O. Box 5985

Tampa, FL 33675-5985

Tampa: (813) 228-6826

Clearwater/St. Petersburg: (727) 896-3799

3/31/2010

Kojak Rib House 1631 8th Avenue West Palmetto, FL Kojak Rib House 1631 8th Avenue West Palmetto, FL (813)-610-4237

19-100995

ATTENTION:

Joe Forney

FAX# (941)-722-8510

As per directions to perform the following work:

#### ASPHALT REPAIR:

- 1. Clean 7 areas to be overlaid totaling 8,540 square feet.
- 2. Tack areas with RC-70 primer tack.
- Install hot plant mixed asphalt, Type S-III.
- 4. Roll and compact with a 3-5 ton roller.

LABOR & MATERIAL \$7,774.00

SEALCOATING: Two Coats With Sand

- 1. Thoroughly clean the entire asphalt area with power air brooms.
- 2. Heavy cil spots will be treated with "Bond Seal".
- 3. Apply first coat of Staycoat JC-7 sealer with 3% FSA Co-polymer added to sealer strictly to manufacturer's specifications with 3-4 lbs. grade #2 silica sand added per gallon, mechanically agitated and applied at the rate of 1/6 of a gallon per square yard using our exclusive SAND FLOW process.
- Apply a second, separate coat of Staycoat JC-7 with sand in the same quantity and proportion as the first coat.

\*PAGE ONE OF TWO\*

WE PROPOSE to furnish labor and material - complete in accordance with above specificat stated herein, for the sum of;	ons, and subject to conditions
WITH PAYMENTS TO BE MADE AS FOLLOWS:	We Accept Visa & Mastercard
	WSA MEDICATION

Not responsible for any damage to underground utilities.
 A Certificate of Insurance will be Issued upon request prior to commencement of work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

#### ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE

PRINT NAME

SIGNATURE

TITLE

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any afteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements confingent upon strikes, accidents or delays beyond our control Owner to carry fire, fornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

DRIVEWAY MAINTENANCE INC.

PAT GILLIGAN

Х



#### **PROPOSAL**

19-100995

P44

Yard: 1901 N 57th Street Mail to: P.O. Box 5985

Tampa, FL 33675-5985 Tampa: (813) 228-6826

Clearwater/St. Petersburg: (727) 896-3799

3/31/2010

1631 8th Avenue West	Gojak Rib House 631 8th Avenue West Palmetto, FL  proved traffic paint.		1)-722-8510
Palmetto, FL P	Palmetto, FL	EAX# (94	1)-722-8510
		EAX# (94	1)-722-8510
ATTENTION: Joe Forney	proved traffic paint.	EAX# (94	1)-722-8510
ATTENTION: Joe Forney	proved traffic paint.	FAX# (94	1)-722-8510
	proved traffic paint.		
	proved traffic paint.		
5. Restripe as existing using DOT app	100000000000 ·		
	LABOR & MATERIAL \$2,841.00		
OPTIONAL - Asphalt Overlay - to clean of type S-3 asphalt, layout and line s Please circle YES/ NO and	tripe the cost would be \$19,153.00.		
*WORK TO BE DONE IN ONE (1) MOBILIZAT			
WILL BE A EXTRA CHARGE TO THE CUSTOM *DUE TO THE COST OF OIL INCREASES, TH 30 DAYS.			
*NEW PAVEMENT IS SUSCEPTIBLE TO SCUFF CURED.	FING AND MARKS UNTIL IT HAS PROPERLY		
*THIS CONTRACTOR CANNOT BE RESPONSIBL			
UTILITIES. *THIS CONTRACTOR CANNOT GUARANTEE THE *THIS CONTRACTOR WILL NOT BE RESPONSI CARS OR PERSONS TRESPASSING IN DESIG *PERMIT FEES, PROCUREMENT FEES AND AN	BLE FOR DAMAGES CAUSED TO OR BY NATED AREAS.		
PERMIT WILL BE AN EXTRA COST TO THE			
	*PAGE TWO OF TWO*		
WE PROPOSE to furnish labor and material - costated herein, for the sum of:	mplete in accordance with above specifications, and so	ubject to cand	litions
			e Accept
WITH PAYMENTS TO BE MADE AS FOLLOWS		Visa ∂	R Mastercard
		1464	
NET UPON	COMPLETION	VISA	I I I I I I I I I I I I I I I I I I I
Not     A Certificate of Ins.	responsible for any damage to underground utilities, • urance will be issued upon request prior to commencement of work.		
ACCEPTED: The above prices, specifications and conditions are si are hereby accepted. You are authorized to do the work as specified be made as outlined above.	attisfactory and All material is guaranteed to be as spec	ified. All work is to	alteration or deviation

All material is guaranteed to be as specified. All work is to be completed in a workmanfike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

Our workers are covered by Workmen's Compensation Insurance.

DRIVEWAY MAINTENANCE INC.

PRINT NAME

X

PRIN GILLIGAN

ACCEPTANCE OF PROPOSAL

# SF #10-06 Adelphia Enterprises, Inc DBA Kojaks Rib House

#### **Exterior Paint:**

This item is eligible for a 75% match under the CRA Temporary Maintenance Program. Even though the expense is under \$10,000.00, three bids are required under this program.

Clayton's Painting	\$3,750.00
Cowan's Painting	\$4,875.00
<b>Daves Painting Services</b>	\$7,300.00

Allowable expense @ 75% \$2,812.50

PROPOSAL= ClayTon's Painting Pressure washing Del NO. DANE CLAYTON - OWNER SHEET NO. (941) 720-1647 PROPOSAL SUBMITTED TO: WORK TO BE PERFORMED AT: ADDRESS 8THAUE W DATE OF PLANS ARCHITECT We hereby propose to furnish the materials and perform the labor necessary for the completion of 1, DRESSURE WASH ENTIRE EXTERIOR S PREP - CAULK WINDOWS AND ERYS AS NEEDED FIX CRACKS WITH SHIRWIN WILLIAMS FLASTOMERIC SEAL EXTERIOR WITH LOXON SEALER (SHERWIN WILLIAMS). DAINT EXTERIOR INCLUDING ROOF WITH COATS SHERWIN WILLIAM SATIN FINISH, PRINT HANDRAILS EAST SIDE All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of 3750000 AT COMPLETION 1048 LABOR. Dollars (\$ with payments to be made as follows: 154R PAINT. Respectfully submitted / Cone Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge Per over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Note - This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

Free Estimates



Fully Insured

#### Cowan's Painting

Quality Painting • Pressure Washing Drywall Repairs • Wall Border

3307 34th Ave. Dr. W. Bradenton, FL 34205

(941) 752-0572 Cell (941) 350-4669

Sold To:	Ribhouse 1631 8 1	Payo	3-30-	0.
			3 618 42	237
6. 6.	Pressure of dig acts on stucco to a give coot on the one finish co	(acf		
en led	brick Pointed	Side Sand		
Polo	- (are Stain).	ds of paid		
40	Mortenials included	25		
	of which is		事 4875	. 125)

Personal and the second of the

#### **Daves Painting Services**

1001 71<sup>st</sup> St. N.W. Bradenton Florida 34209 941-726-4417

April 07, 2010

Bid; Kojacks Resturant

Hwy 41 Palmetto FI

Pressure wash and paint outside of building. Job to be completed with in ten workable days of start. Colors to be chosen by management.

Estimate: \$7300.00

Payment in full at completion of job.

Thank you for this opportunity to bid for your business. Hope to hear from you in the near future. This bid is valid for 60 days.

Sincerely

David Lasota

# SF #10-06 Adelphia Enterprises, Inc DBA Kojaks Rib House

#### Landscaping:

Palmetto lawn Maint.	\$2,400.00
HD Truewell	\$2,800.00
Amerson Landscape	
<ul> <li>Landscape installation</li> </ul>	\$2,397.00
<ul><li>3,600 sq. ft. St. Augustine</li></ul>	\$1,260.00
<ul> <li>Irrigation system</li> </ul>	\$1,836.00
Allowable expense @ 50% match	\$1,200.00

#### Statement

Today's Date: March 30, 2010

### Palmetto Lawn Maintenance & Landscaping

From: Fidel Milian

5004 44th Ave East

Bradenton, Fl. 34203

Cell: (941) 565 45.93



To: Kojak's Palmetto Rib House

1631 8th Avenue West

Palmetto, FL 34221-3123

Phone: (941) 729-8986

This is a statement saying that the company Palmetto Lawn Maintenance and Landscaping

will charge Kojak's Palmetto Rib House for; fixing sprinklers, putting mulch, removing and

putting in new plants and grass on the property, all for the ending price of \$2,400.00

HD Truewell Lawn and Landscape Maintenance 815 14th Street East Palmetto, FL 34221

ltzTrue1@aol.com

(941)545-3488



Date 6/2/2010

Estimate # 30

#### Name / Address

Joe - Owner Kojak's Rib House 1631 8th Avenue West Palmetto, FL 34221

Description	Qty	Rate	Total
Landscape, Mulch and Irrigation Repair	extended to	2,800.00	2,800.00

∜e appreciate the opportunity to serve you! HDTruewell

Subtotal

Sales Tax (0.0%)

Total

\$0.00

\$2,800.00



Kojaks Palmetto Ribhouse 1631 8<sup>th</sup> Avenue West Palmetto, Florida 34221

Foxtail Palms

Red Sister

April 15, 2010

3

7

#### Landscape Proposal

We hereby propose the following scope of work. Landscape installation to consist of the following:

14-16' ht

10 gal

3	Colorama Dracaena	10 gal
36	Ixora Nora Grant	3 gal
51	Dwarf Podocarpus	3 gal,
70	Cypress Mulch	3 Cubic Foot Bags
Lands	cape Total	\$ 2,397.00
		Inc. is to supply and install 3,600 square foot of St. Augustine will be at \$.35 cents per square foot\$ 1,260.00
		Inc. is to supply and install a battery operated automatic irrigation n Landscape, Inc. dated 4-8-10 sheet IR-1\$ 1,836.00
		\$4233
_(	July John Kannya	<del></del>
Accep	oted by	Approved by

Physical Location: 395 Terra Ceia Road, Terra Ceia Florida 34250 Mailing Address: P.O. Box 905 Palmetto Florida 34220 Phone: (941) 729-8531 Fax (941) 723-1608

AMERSON LANDSCAPE, INC., shall not be held responsible for damage to underground utilities unless they are clearly marked. The owner/ client is responsible for calling SUNSHINE STATE ONE CALL of FLORIDA at 1-800-432-4770 at least 2 days prior of any digging or trenching.

All sleeves are to be installed prior to the installation of the sub-base with a minimum notice of \$8 hrs. The above irrigation price includes the installation of the sleeves to be done in one trip.

The water source for this project is based upon an existing reclaimed water meter supplied and installed by others and is not included in this bid.

Irrigation system is designed to operate on 20 GPM at 30 PSI

REMOVAL OF EXOTIC NUSIENCE PLANT MATERIALS, PRUNING AND TRIMMING OF EXISTING TREES AND TREE BARRICADES ARE NOT INCLUDED IN THIS BID.

If retention is held, payment is to be made within 30 days from invoicing.

If AMERSON LANDSCAPE, INC., has to bring legal action to recover monies due hereunder, it may recover reasonable attorneys fees.

TERMS: NET 15 DAYS OF INVOICE DATE.

Respectfully Submitted

Christian Amerson Vice President Accepted:
Print Name:
Date:
Company:
Title:
Phone #:

# SF #10-06 Adelpia Enterprises, Inc DBA Kojaks Rib House

Pictures of Building
Letter from owner granting authorization
Letter from owner giving authorization
Occupational License
Survey
Lease Agreement













SOUTH SIDE

To Whom it may concern,

the purpose of applying for the CRA grant is of course to take advantage of available funds during these economically challenged times. It has been tough trying to maintain a "ship shape" look when just staying in business is the major challenge. The benefit clearly is to generate more business through looking good to passers by and to help maintain a fine image of this cool little town. My place especially because it's the first business you see when entering from the north on Bus. 41. I hope that we have been satisfactory so far in keeping our property in shape. However there's always room for improvement and the jobs that we have submitted estimates for should make this corner look great.

Thanks for thoughtful consideration.

Sincerely, Joe Forney 9/6/10

To whom it may concern.

let this document serve as an authorization from me, Bill Christopolous, owner & landlord of the property located at 1631 8th Av. West in Palmetto, to Joe Forney, my tenant at said address, to make the improvements stipulated in the application to the CRA. For said property & building on August 31sh, 2010.

Sincerely, Bill Christopolous

9/2/10

#### CITY OF PALMETTO

State of Florida

#### LOCAL BUSINESS TAX RECEIPT

Receipt# 11-02489

Receipt Valid To: September 30, 2011 Issue Date: July 23, 2010

This BUSINESS TAX RECEIPT is issued under the provisions of Ordinance 08-960, AN ORDINANCE IMPOSING A LICENSE TAX FOR BUSINESSES OPERATING WITHIN THE CITY OF PALMETTO BOUNDARIES.

BAR AND LOUNGE

RESTAURANT, SNACK BAR-STAND

Business Name/Address

Business Tax Receipt Issued to:

KOJAKS PALMETTO RIB HOUSE 1631 W 8TH AVE PALMETTO FL 34221

JOE FORNEY 1631 8TH AVE W PALMETTO FL 34221

NOTE: POST IN A CONSPICUOUS PLACE.

#### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION DIVISION OF HOTELS AND RESTAURANTS

11/03/2009 090214632 SEA5104564 NBR. OF SEATS: The SEATING FOOD SERVICE (2010)

SEQ# L09110300476

Wamed below IS LICENSED

Under the provisions of Chapter 509 FS. Expiration date: DEC 1,

BATCH NUMBER LICENSE NBR

TRANSFERABLE .

NON-

RIBHOUSE INC KOJACK'S 1631 W 8 PALMETTO RIBHOUSE PALMETTO FL 34221

CHARLIE CRIST GOVERNOR

CHARLES W. DRAGO

02496 11/03/09



#### **Certificate of Registration**

DR-11 R. 01/10

#### Issued Pursuant to Chapter 212, Florida Statutes

51-8011984218-4 08/28/02 09/21/02 MONTHLY

Certificate Number Registration Effective Date Opening Date Filing Frequency

This certifies that

KOJAK'S PALMETTO RIBHOUSE RIBHOUSE INC 1631 8TH AVE W PALMETTO FL 34221-3123

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

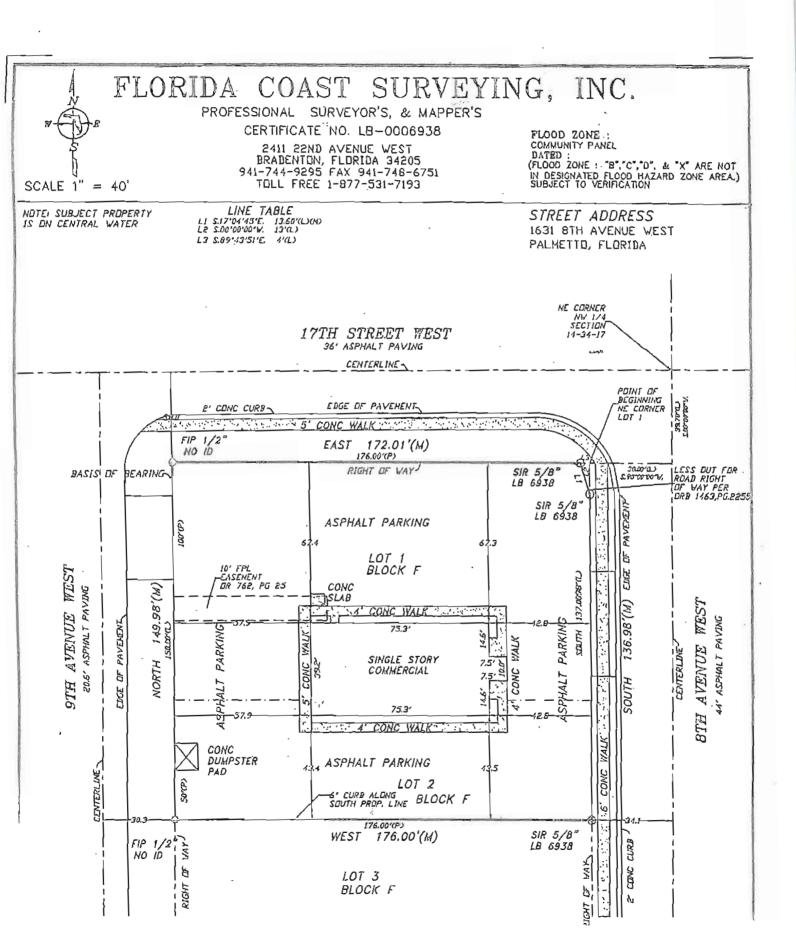
#### POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

BATCH NUMBER LICENSE NBR SEQ#110031202434 SERIES TYPE 03/12/2010 090372134 The RETAILER OF ALCOHOLIC SRX Named below IS LICENSED Under the provisions of Chapter 561 CANNOT MOVE FROM Expiration date: MAR 31, CONSUMPTION ON PREMISES ONLY FIOS THIS LOCATION RIBHOUSE INC KOJAKS PALMETTO 1631 8TH AVE WEST FL 34221 DISPLAY AS REQUIRED BY



2010 Florida Annual Resale Certificate vor seres ion

П. ч.



## LEASE AGREEMENT

1. PROPERTY AND TERM. The Landlord hereby leases to Tenant the following described property in Manatee County, Florida,

#### SEE ATTACHED SURVEY

herein called the property, or the property lease, for a term of five (5) years; said term beginning June 1, 2002, and expiring May 31, 2007.

2. RENT. Tenant shall pay Landlord at 4008 14<sup>th</sup> Avenue East, Bradenton, Florida 34208, without demand the following rent for the property:

For the first year and second year of the rental term the sum of Four Thousand and No/100 (\$4000.00) Dollars monthly, each in advance on the 1<sup>st</sup> day of each calendar month, plus Florida State sales tax. The months of June, July and August 2002 shall be rent free and the first monthly installment shall be September 1, 2002.

For the third year of the rental term the sum of Four Thousand Four Hundred Ten and No/100 (\$4410.00) Dollars monthly, each in advance on the 1<sup>st</sup> day of each calendar month, plus Florida State sales tax beginning June 1, 2004.

For the fourth year of the rental term the sum of Four Thousand Six Hundred Thirty and 50/100 (\$4630.50) Dollars monthly, each in advance on the 1<sup>st</sup> day of each calendar month, plus Florida State sales tax beginning June 1, 2005.

For the fifth year of the rental term the sum of Four Thousand Eight Hundred Sixty Two and 03/100 (\$4862.03) Dollars monthly, each in advance on the 1<sup>st</sup> day of each calendar month, plus Florida State sales tax beginning June 1, 2006.

Tenant shall pay the first month's rent and last month's rent before occupying the premises; (total of \$8862.03) plus sales tax.

- 3. ADDITIONAL RENT. In addition to the rent referenced in paragraph 2 above, the Tenant will pay to the Landlord as additional rent beginning September 1, 2002:
- A. A sum equal to 1/12 as and for real estate taxes levied and assessed by taxing authorities on land, building and improvements. This sum may be adjusted annually to reflect the actual tax paid by Landlord. The Landlord will take discounts available by early payment if same is available.
- B. A sum equal to 1/12 of the annual premiums paid by the Landlord for fire, casualty and extended insurance coverage with such limits acceptable to the Landlord.
- 4. **OPTION TO RENEW LEASE.** The Landlord hereby grants to Tenant an option to renew this Lease Agreement for one five (5) year tenm. Rent to increase five (5%) percent per year beginning the 6<sup>th</sup> year and each year thereafter. Additional rent, sales tax and all provisions of this Lease Agreement will apply to this option term. No less than sixty (60) days prior to the expiration of the above term the Tenant shall give Landlord written notice of its intent to exercise this option. Failure to do so will constitute a waiver of the option to renew.
- 5. **EXAMINATION OF PREMISES.** Tenant has examined the property, is familiar with the condition thereof, and relying solely on such examination taxes the property in its present condition.
- 6. HOLDING OVER. If Tenant retains possession of the property after expiration of this lease or a renewal or extension of it, he shall be a tenant from month-to-month and shall comply with this lease as though it remained in force and pay the rent specified for the last month of this lease during each month of the retention of possession. Payment and acceptance of rent is not a renewal or extension of this lease. Landlord may terminate the retention on three (3) days written notice to Tenant before the end of a rent payment period and resume possession of the property.

- 7. REDELIVERY. Tenant shall redeliver possession of the property at the end of this lease or any renewals or extensions in as good condition as when received, reasonable wear and tear excepted.
- 8. USE. Tenant shall make no unlawful, improper or offensive use of the property and shall use the property only for the operation of a restaurant.
- 9. UTILITIES. Tenant shall secure and pay at tenant's expense all utilities used on the property.
- 10. ASSIGNMENT. No assignment or encumbrance of this lease or any interest in it or subletting under it, by operation of law or otherwise, is valid without the written consent of Landlord. Landlord shall not unreasonably withhold its consent. The Landlord may consider the following in determining whether or not assignment may be permitted:
  - A. Financial responsibility of the proposed tenant
  - B. Copy of proposed Assignment
  - C. Whether or not transfer is by conveyance of corporate stock
  - D. Landlord may recoup its costs relative to investigation of the proposed assignment.
- 11. **REAL PROPERTY TAXES.** Real property taxes levied on the property shall be paid by the Landlord. The Tenant is obligated to reimburse the Landlord therefore as set forth in paragraph 3 above.
- 12. NOTICES. All notices under this lease shall be given to Landlord at 4008 14<sup>th</sup> Avenue East, Bradenton, Florida, 34208, and to Tenant at the property.
- 13. LIENS. Tenant shall keep the property free of liens and encumbrances. Tenant has no authority to create an encumbrance or mechanic's lien on the property superior to Landlord's rights or title. If an encumbrance or lien is placed against the property and is not removed within sixty (60) days, Landlord may require Tenant to give satisfactory security for its

removal in an amount equal to that of the encumbrance or lien with costs, expenses, interest and attorneys' fees, including appellate proceedings. Tenant may contest the validity of the encumbrance or lien, but if he fails to do so or to diligently prosecute the contest or to have the encumbrance or lien released, Landlord may release it, with the right in his controlled discretion to compromise it, but with no duty to do so. Tenant shall reimburse Landlord on demand for any sums so expended.

- 14. ACCEPTANCE OF PROPERTY. Tenant has inspected the property and finds same to be in acceptable condition.
- 15. HVAC-AIR CONDITIONING. Maintenance of the HVAC equipment and replacement, if necessary, of any such equipment is the responsibility of Tenant.
- business or loss of income from it, or for damage to its personal property or that of its employees, invitees, customers or any other person in or on the property leased, or for injury to Tenant or its employees, agents or contractors caused by casualty or accident, whether the loss, damage or injury in any case results from conditions on the property leased or on other parts of any building of which the property leased is a part or from other sources, and regardless of whether the cause or means of rectifying it is inaccessible to Tenant. Landford shall not be liable to Tenant for any claim or demand arising from any act or omission of any other tenant in any building in which the property leased is located. Landlord and Tenant waive all claims or demands against each other for loss or damages to the property of either located on the leased property or to the leased property caused by any hazard covered by insurance and for which subrogation may be waived under the insurance policies. Both parties shall obtain insurance policies on their property or the leased property, as the case may be, that contain provisions permitting waiver of subrogation before loss.

- of the property in good condition and will maintain and repair same, all at its expense. No alternation shall be made without the written consent of the Landlord and at the Tenant's expense. If Tenant fails to keep the property in good condition and repair, Landlord may do so and Tenant shall pay Landlord the cost on demand.
- to terminate this lease if all or a substantial part of the property is destroyed by casualty. If Landlord elects to terminate, it shall notify Tenant in writing within ten (10) days after the casualty. If Landlord elects to repair or restore, the rent abates in proportion to the impairment of use that can be reasonably made of the property until it is repaired or restored. If the repairs or restoration are not made within sixty (60) days after the casualty or if a licensed architect in the county certifies that the repairs or restoration cannot be made within that time with reasonable diligence, this lease may be terminated by Tenant by written notice to Landlord within ten (10) days thereafter.
- 19. **CONDEMNATION.** If a complete or substantial portion of the property is taken under eminent domain, this lease terminates at the option of either party on the date when the condemning authority takes possession. Tenant has no claim to the condemnation award. If the lease is not terminated, the rent abates in proportion to the impairment of use that can be made of the property.
- 20. **REGULATIONS.** Tenant shall promptly comply with all Statutes, Ordinances, Rules, Orders, Regulations and Requirements of the Federal, State, County and City Governments and of any and all of their departments and bureaus, applicable to said premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during the term and shall also promptly comply with and execute all Rules, Orders and Regulations from any such body. Tenant further acknowledges that under the

Americans With Disabilities Act any structural alterations to the premises must comply with accessibility standards set forth in the Rules promulgated by the Government. In the event the Tenant makes any such structural alterations the Tenant agrees to design and build such alterations and to make any other changes to the property which are necessitated by such structural alterations so as to comply with the ADA accessibility standards.

- 21. **DEFAULT BY TENANT**. The occurrence of one or more of the following is a default under this lease by Tenant:
- (a) Failure to pay rent or make any other payment required under this lease when due if the failure continues for a period of five (5) days after due date;
- (b) Failure to comply with any provision of this lease other than subparagraph
  (a) if the failure continues for thirty (30) days to cure, Tenant shall have a reasonable time to cure it if it begins curing within ten (10) days after the notice and diligently prosecutes it to completion;
- (c) Making a general assignment or arrangement for the benefit of creditors; or being adjudicated a bankrupt; or receiving the benefit of any insolvency, readjustment of debts, reorganization or bankruptcy law; or entering into an agreement of composition with creditors; or having a receiver or trustee appointed to take possession of Tenant's assets on the property or its interest in this lease when possession is not restored to it within thirty (30) days; or the seizing under legal process of Tenant's assets on the property or its interest in this lease when the seizure is not discharged within thirty (30) days.
- (d) Vacating or abandoning the property for more than fifteen (15) consecutive days.
  - 22. REMEDIES ON DEFAULT. (a) If a default by Tenant occurs, Landlord may:
    - (1) Immediately re-enter and remove all persons and property from the property leased, storing the removed property in a public warehouse or elsewhere at Tenant's expense without liability;

- (2) Accelerate all sums due hereunder whether past due or to become due in the future. Relet the property, or any part of it, for the account of Tenant for the remainder of the term to any tenant at rent and on conditions that Landlord deems advisable. Landlord shall credit the rent received on the balance due from Tenant first to any expenses incurred because of the repossession, next to interest and the balance to principal. Landlord may make reasonable repairs or restore the premises if required for reletting. Repossession shall not terminate this lease unless Landlord gives written notice of termination to Tenant.
- (3) Collect each installment of rent or other sum due under this lease as it becomes due or otherwise enforce any of its provisions that are not being complied with by Tenant;
- (4) Await the end of the term of this lease and then collect all rent or other sums due under it;
- (5) Terminate this lease by written notice to Tenant in which event Tenant shall immediately surrender possession of the property and pay Landlord all loss or damages incurred because of Tenant's default.
- (b) Notice or demand is not a prerequisite to any remedy unless another part of this lease provides for notice or demand in which event that provision shall prevail.
- (c) In addition to any other loss or damages that Landlord sustains because of Tenant's default, Tenant shall pay all reasonable expenses of repairs or renovation to the property required as a result of his tenancy, transfer and storage charges for Tenant's personal property removed from the property leased, brokers' commissions, costs and expenses for enforcing or construing this lease, including attorneys' fees, whether for litigation, including appellate proceedings, or otherwise.
- (d) Tenant grants Landlord a lien on Tenant's property located on the property leased to secure all sums due or to become due under this lease in addition to any statutory lien or right to distrain. Tenant shall not remove his property from the property leased until all money due Landlord is paid. If Tenant's property is removed, the lien continues for a period of six (6) months during which Landlord may seize Tenant's property wherever found and sell it or so much of it as will satisfy all money due Landlord without process. This lien may be enforced by distress regardless of the nature of the money due.

- (e) Any payment required under this lease that either party does not make bears interest at ten percent (10%) per annum from the due date until paid.
- (f) All remedies of Landlord are cumulative to each other and to any other remedies given by law. All rights of Landlord on Tenant's default apply to a renewal or extension of this lease. By making a payment for Tenant or from any security deposit, Landlord does not waive Tenant's default or any right Landlord has because of this default.
- 23. **STRICT PERFORMANCE**. The failure of either party to insist on strict performance of this lease or any part of it is not a waiver of another or a subsequent breach. Time is of the essence of this lease.
- 24. **LIABILITY INSURANCE**. Tenant shall secure public liability insurance for personal injury or property damage to any person or corporation in a company acceptable to Landlord in limits not less than \$500,000. The policy shall contain a provision that Landlord is entitled to at least ten (10) days notice from the insurance company before cancellation of the policy. If Tenant fails to obtain the insurance, Landlord may do so and Tenant shall reimburse Landlord for the cost of it on demand. Tenant shall furnish Landlord with evidence of the insurance before taking possession of the property showing the coverage afforded, expiration date and payment of premium. Landlord may require evidence at any time that the insurance remains in force.
- 25. **INDEMNITY**. Tenant shall indemnify Landlord and hold him harmless from any claims or demands arising from:
- (a) Tenant's use or possession of the property and the conduct of any business by Tenant on the property and anything done or pennitted by Tenant in or about the property, or any of them;
  - (b) Any default of Tenant under this lease;

- (c) The negligence of Tenant and its agents, contractors or employees or any of them;
- (d) Any damage to the property of Tenant or others or injury to any person on or about the property from any cause;
- (e) Any legal or administrative proceeding in which Landlord is made a party without its fault;
- (f) All costs and expenses incurred by Landlord in connection with items indemnified against. Tenant shall defend any legal action or proceeding resulting from a claim or demand indemnified against at its expense by attorneys satisfactory to Landlord on receipt of written notice from Landlord to do so;
- (g) In an legal action between Landlord and Tenant arising out of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- 26. QUITE ENJOYMENT. If Tenant performs all agreements of this lease that it is to perform, Landlord covenants that Tenant shall and may quietly hold and enjoy the property, subject to restrictions and easements of record and zoning regulations of any governmental authority.
- 27. GOOD TITLE. Landlord has good title to the property and lawful authority to lease it.
- 28. INVALIDITY OF PART. If part of this lease is adjudged invalid, no other part is affected.
- 29. ENTIRE AGREEMENT. This lease contains the entire agreement of the parties. It shall not be changed except in writing signed by the parties. Masculine gender is used in this lease and includes other genders as the context requires. Captions of paragraphs are not a part of this lease.

- 30. **DEVOLUTION**. This lease binds the parties, their heirs, personal representatives, successors and assigns. This lease does not confer any right, claim or privilege on a person or governmental authority not a party. The term "Landlord" means the fee owner of the property and if the Landlord named herein conveys its interest in the property, it is relieved of personal liability under this lease.
- 31. **PARTIES BOUND**. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
- 32. APPLICABLE LAW. This agreement shall be construed under and in accordance with the laws of the State of Florida.
- 33. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties bereto.
- 34. RIGHT OF FIRST REFUSAL. Landlord, by execution hereof, grants unto the Tenant a right of first refusal to purchase the leased premises. This right shall exist only as long as this Lease Agreement is in full force and effect and Tenant is not in default. In the event Landlord receives a written offer to purchase the premises he shall be obligated to offer the premises to the Tenant on the same terms and conditions. Tenant shall have a period of fifteen (15) days thereafter within which to notify the Landlord in writing of its exercise of this right of first refusal. Failure to affirmatively exercise this right in writing within said fifteen (15) day period shall constitute a waiver thereof. Sale will not terminate this Lease Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the date indicated below.

	ADELPHIA ENTERPRISES, INC. A Florida Corporation
Will Com	By: 12 1
BIN CHRISTORONLOS - As to Landlord	Its: President
As to Landiord	Dated: UNG 12007
	RIB HOUSE, INC. A Florida Corporation
Joseph Zone	By The spirit Fam
As to Tenant	Its: President
	Dated: 511/2 14, 2002

By execution hereof the Guarantor unconditionally guarantees the performance of the Tenant's obligations contained in the foregoing Lease Agreement.

p.6

### AGREEMENT TO EXTEND LEASE

THIS AGREEMENT TO EXTEND LEASE entered into on the day and year set forth below by and between ADELPHIA ENTERPRISES, INC., Landlord and RIB HOUSE, INC., Tenant and JOSEPH W. FORNEY, Guarantor...

WHEREAS, the parties have entered into a Lease dated June 14, 2002 which Lease provides for a term with option commencing June 1, 2002, and terminating on May 31, 2007, and

WHEREAS, the Lease in paragraph 4 provides for an option to renew for one five(5) year term and the parties are desirous of exercising said option.

NOW THEREFORE, the parties agree as follows:

- The subject Lease is hereby extended for a term of five (5) years commencing June 1, 2007 and expiring on May 31, 2012.
  - The monthly base rent for the extended term of the Lease shall be as follows:
- For the first year of the extended term the sum of Five Thousand One Hundred Five and 13/100 (\$5,105.13) Dollars monthly, plus Florida State Sales Tax. The rent shall be payable on the 1st day of each month.
- On the anniversary date of each additional year of the extended term the (b) base rent shall increase by five (5%) percent annually.
- The Tenant's obligation for additional rent remains as set forth in (c) paragraph 3 of the Lease Agreement.
- The terms and conditions set forth in the above described Lease Agreement not 3. herein modified are hereby ratified, confirmed and deemed applicable to this Extension Agreement.

IN WITNESS WHEREOF Landlord, Tenant and Guarantor have hereto caused this Extension Agreement to be signed from the day and year set forth below.

ADELPHIA ENTERPRISES, INC. Landlord
Title: PRES
Date: 6/70/07
RIB HOUSE, INC.
Tenant ·
By: This -
Tille: Owing 82
Date: 6/20/07
C.
OSEPH W. FORNEY Guarantor Oate: 6 70 07

p.1

# VERIFICATION OF STATUS OF UTILITY ACCOUNTS

Date of Request: 23110 Commercial Revitalization Application # Sl' - 10-04

Customer Service Representative:

31 10 02:51p

Please provide the requested information and return to:

Palmetto CRA

715 4th Street West Palmetto, FL 34221 Attention: For Likowisk Jen. Bilverio Property Address: 1631 3th Ave. W. Palmento FL 34221 Property Owner Name and Mailing Address: ADEIRHIA ENTERPRISE - BIH CHRISTOPOLOUS

WOR 141 AVC. E.

BRADENTON, FL. 34208 Thank you, Jest Silverio Please indicate with a  $(\sqrt{})$ : Services provided: Water Sewer Garbage Status: Utility Account is paid in full to date Utility Account is delinquent in the amount of S as of \_\_\_\_\_. Additional comments: (Please note repeated or extended delinquencies as evidenced throughout the past 24 month period.) \_ \( \lambda \lambda \) \_ \_ \_ \_ \_ \_\_\_\_\_\_\_ Customer Service Representative: Print Name

Sep 01 10 08:57a cragisprinter

VERIFICATION OF CODE/BUILDING ORDINANCE COMPLIANCE

Date of Request: 8 31 10 Commercial Revitalization Application #SF - 10 06

Please provide the requested information and seture to:

Palmetto CRA
715 4th Street West
Palmetto, FL 34221
Attention: Tanya Lakowsk Jen Silverio

Property Owner Name and Mailing Address:

ADELPHIA ENTERPRISE - Bill CHRISTOPOLOUS

HODS 144 Ave. ENTERPRISE - Bill CHRISTOPOLOUS

Thank you, Jen Silverio

Please indicate with a (1):

Property is within compliance with all applicable codes and building ordinances

upon compliction of projected improvements.

Property is not within compliance with applicable codes and building ordinances

Additional companiests: (Please note repeated or extendent violations as evidenced throughout the past 24 month period.)

Building/Code Enforcement Representative:

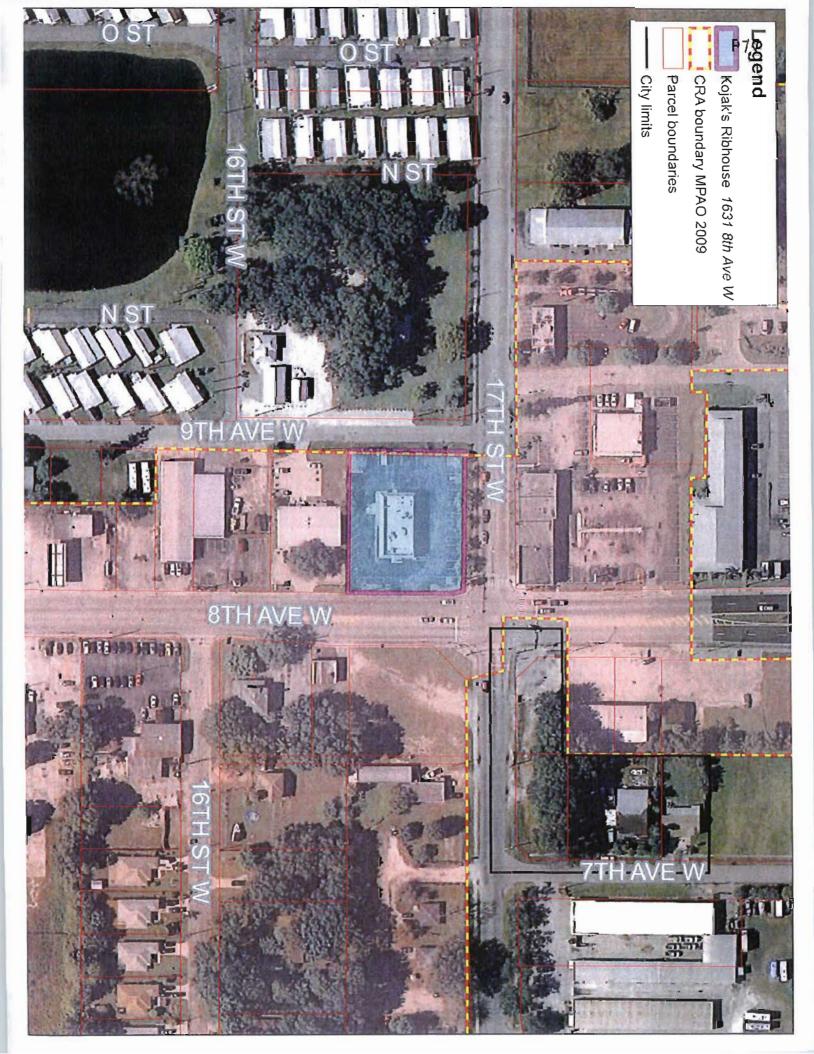
UNITARY CHAPMAN

Singluse

Policy Chapman

Plate:

Date:



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Profile

Values

Sales

Residential

Commercial

Out Buildings

Permits

Agriculture

Exemptions

Estimating Taxes

2009 Tax Bill

Migo

Full Legal

Land

Sketch

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CURRENT RECORD

Other Countles | Manutee County | State

Man

Main Property Search

Address Parcel 1D Advanced

PARID: 2663300008

ADELPHIA

1 of 2 | H 1631 8TH AVE Return to Search Results

ENTERPRISES INC

REPORTS

CSV Report Parcel Information Report

Printable Summary

Printable Version

TD Block

Account# 2663300008 34S / 17E / 14 T/R/S

Primary Address 1631 W 8TH AVE PALMETTO 34221

Location PL

2002 Census Tract 001401

FEMA Zone Caveat NOT A FEMA DETERMINATION

FEMA Flood Zone X/0/N/0189 B/100

Hurricane Evacuation D

7one

Fire District FD07-NORTH RIVER FD

Exemption Status No Exemption

Zoning CG Future Land Use **GCOM** DOR Use Code 2100

DOR Description RESTAURANTS, CAFETERIAS DRIVE THRU RESTAURANTS Neighborhood Name

Neighborhood Number 7850

CRA District P-PALMETTO CRA

CDD District

Neighborhood Group 7001 Market Area 71 Zone/Field Reference 1 Route Number 396 Map ID 4B14.2 Acres (If Available) .6129

Size Disclaimer Sq foot estimates derived from

rounded exterior wall

measurements

Number of Units Living/Business area

Total Under Roof

Unit Desc

1 3060 3060

Short Legal Desc

LOTS 1 AND 2, BLK F, RE-PLAT OF

ROYAL COURT, SUBJ TO EASMT TO FPL IN (OR 762 P 25), LESS RD R/W DESC AS FOLLOWS: COM AT THE NE COR OF THE NW1/4 OF SEC

14; TH S 00 DEG 00 MIN 00 SEC

Unit #

Lot ID 1 Block ID F

Subdivision Number 2662700

Subdivision Name ROYAL COURT SUB RE-PLAT PB3/20

City/County Tax District 0019

Tax District Name 0019 - PALMETTO

TPP Current Year Date

Filed

TPP Current Year Extension Request

Owners

Name ADELPHIA ENTERPRISES INC

Address 4008 14TH AVE E

City BRADENTON

State FL

Zip Code 34208 9013

International Postal

Code Country

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Last Updated: 25 Aug 2010

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Property Search Main

Search for: Tax Year: ANY

Owner Name

Results 1 - 2 of 2

Parcel ID

ADELPHIA ENTERPRISES

Situs Address 1631 8TH AVE W 34221

Roll

2663300008

INC

PL

RP

90000846969

KOJAKS RIB HOUSE

ΡP

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Subdivision Number

Subdivision Name

City/County Tax District 0019

Tax District Name

0019 - PALMETTO

TPP Current Year Date 02-MAR-2010

Filed

TPP Current Year

NO

**Extension Request** 

Owners

Name Address KOJAKS RIB HOUSE

1631 8TH AVE W

City

**PALMETTO** 

State

FL

Zip Code

34221

International Postal

Code Country

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