



July 2, 2020

RE: 7.39 acre's know as Pelican harbor Marina / BayFront Village

To: City of Palm Bay

This purchase offer is for the development of a hotel, restaurant, and marina facilities. The offer contemplates public access along the water, via an easement or some other legal form, for the future intent of a boardwalk constructed and maintained by the City to connect with the sidewalk which runs under US 1 north to Castaway Point Park.

According to the Bayfront Redevelopment Plan the overall goals for redevelopment in the District and various projects and initiatives which are to be implemented by the Agency include the above. Activities identified in the Plan include redevelopment of blighted areas, to encourage private investment and jobs, and placemaking efforts.

The Pelican Harbor Marina, a former active marina is the subject property. This proposal for the waterfront property includes, specifically, a commercial restaurant, retail, boating, and hotel facilities. Such development will serve as a catalyst for future waterfront development and is in accordance with the Bayfront Redevelopment Plan.

Joseph Scherer



Project Coordinator
Jimson Hospitality Group
321-338-7727

Addendum A
SALES ADDENDUM TO MASTER LISTING AGREEMENT

This Sales Addendum to Master Listing Agreement ("Addendum") is made with respect to that certain Master Listing Agreement ("Agreement") by and between by and between **CITY OF PALM BAY** ("Seller"), a Florida municipal corporation, and the **BAYFRONT COMMUNITY REDEVELOPMENT AGENCY**, a special dependent district of the City (also "Seller"), with offices located at 120 Malabar Road S.E., Palm Bay, Florida 32907, and RMA,LLC _____ ("Broker"), with offices located at 2401 E. Atlantic Blvd., Suite 300, Pompano Beach FL 33062.

City and Broker hereby agree to supplement the Agreement as follows:

1. This Addendum is made with respect to the following Properties:

- i. Address: 4220 Dixie Hwy, 2920 Pospisil Ave,
2932 Pospisil Ave, Palm Bay FL 32905
- ii. Parcel ID: 2832794, 2832800, 2832801
- iii. Tax ID: 28-37-24-27-2-1, 28-37-24-27-2-8, 28-
37-24-27-2-8.01

2. The term of Broker's exclusive listing for this Property shall:

- i. begin on [Seller to insert date] _____ and
- ii. expire at midnight on [Seller to insert date] upon Agreement *expirat*

3. The Property shall be listed at \$ 1,800,000

4. Seller designates the following entity as closing agent (title company/law firm) to conduct the closing on the Property: _____ Peninsula Title

5. Broker hereby accepts assignment of the Property and agrees to perform the services and duties stated in the Agreement. All of terms and provisions of the Agreement are by this reference expressly incorporated into this Addendum.

Ⓟ Reviewed by JTB on 5/7/2020

SELLER:

CITY OF PALM BAY

By: [Signature]

Title: CITY MANAGER

Date: April 7, 2020

BROKER:

By: [Signature]

Title: CHRISTOPHER J BROWN

Date: MANAGING MEMBER

Date: 5/5/2020

COMMERCIAL PURCHASE LETTER OF INTENT

Jimson Hospitality Group LLC
395 Paint St.
Rockledge, Florida 32955

Effective Date: 7/2/2020

City of Palm Bay

RE: Intent to Purchase Commercial Property

This commercial purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Buyer: Jimson Hospitality Group LLC and/or assigns to affiliated company (the "Buyer").

II. The Seller: The City of Palm Bay (the "Seller").

III. Property Address: 4220 NE Dixie Highway Palm Bay, Florida 32905 (the "Property").

Additional Description 7.39 acres

IV. Purchase Price: The Buyer shall purchase the Property for One Million Eight Hundred Thousand Dollars (\$1,700,000.00) (the "Purchase Price").

V. Purchase Terms: Payment of the Purchase Price shall be made in the following manner: \$10,000.00 down in escrow, 60 day feasibility, cash at closing

VI. Bank Financing: The Buyer has made it known that their ability to purchase the Property is not conditional on their ability to obtain financing.

VII. Closing: The Closing shall occur on October 6th, 2020, or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

VIII. Closing Costs: All costs associated with the Closing shall be the responsibility of both Parties bearing their own expenses.

IX. Possession: Possession of the Property shall be given on October 6th, 2020, or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.

X. Property Inspection: After a binding Purchase Agreement has been made, the Buyer shall hold the right to have the condition of the Property inspected by a person of their choosing. The inspection shall occur no later than 60 days after a Purchase Agreement has been made.

After the Property has been inspected, the Buyer shall have an additional 5 days to report any new disclosures to the Seller in writing. If the Buyer and Seller cannot reach a mutual

agreement within 5 days after delivery of the written disclosures, the Purchase Agreement shall be terminated with any earnest money being returned to the Buyer.

XI. Binding Effect: This Letter of Intent shall be considered: (Initial and Check)

Non-Binding – Therefore, the Parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, of which the Buyer and Seller are not bound.

XII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement by July 10th, 2020.

XIII. Additional Provisions: _____

XIV. Currency: All mentions of currency or the usage of the "\$" icon shall be known as referring to the US Dollar.

XV. Governing Law: This Letter of Intent shall be governed under the laws of the State of Florida.

XVI. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than _____, 20____.

BUYER

Buyer's Signature  Date 7/2/2020

Print Name _____

SELLER

Seller's Signature _____ Date _____

Print Name _____

Viera Voice

Newspaper of Viera & Suntree.....BLUEWATER CREATIVE GROUP

[Menu](#)[More](#)

Upscale, tech savvy hotel coming to Viera in late 2020

BY WENDY SCHEURING

3

Published: April 1 2020



The

Groundbreaking for a new hotel at the intersection of Viera Boulevard and Schenk Avenue will take place in May.

KLINTON LANDRESS

groundbreaking of a 3.5-acre parcel at the intersection of Viera Boulevard and Schenk Avenue will take place in May.

Jim Peterson, the owner of Jimson Hospitality Group — the developer for the hotel project — is one of the largest franchisees for Choice Hotels in the Southeast. However, for the Viera Boulevard location, Peterson, a native of Brevard County who also is the project director, will be flying the flag for his new franchise: Jimson Hotels.

The three-story upscale hotel with 50 sound-proof smart rooms and river views will be the first of its kind.

“Every room will be digitally controlled with Alexa,” said Salvatore Burke, a real estate broker and the owner of Burke Group International, who helped Peterson acquire the land for the project.

“You can hook in your phone to do anything digital. It’s Bluetooth-oriented. You can listen to your own playlist on the speakers in the hotel room. Do automated windows. Things along those lines.”

The rooms will be equipped with more than a bed and a mini-refrigerator. They will be considered to be suites that feature a queen or king bed, an eat-in kitchen, surround-sound television, and a comfortable sitting area with a couch.

“It’s designed for a stay of a few days or even a week,” Burke said.

The sleek and modern exterior with sharp edges and a variety of gray tones, whites and blues, will have self-cleaning sprinklers to remove dirt and algae. The landscaping will be lush, green and inviting.

Solar panels will light the pool and common areas, as well as the parking lot. Some parking spaces will be covered.

Inside, the décor will be modern and industrial. The roof-top restaurant will feature made-to-order from scratch recipes by a private chef, and the menu will be ever-changing. Live entertainment will take place at the roof-top bar and below at poolside. A banquet room will be available for meetings.

There will also be an in-hotel salon, a gym and a retail store.

“We have the blueprints drawn up, and we are ready to move forward,” Burke said.

Viera Event Calendar

July 2020

Today

Sun

Mon

Tue

Wed

Thu

Fri

Sat



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

Detail by Entity Name

Foreign Limited Liability Company
JIMSON HOSPITALITY, LLC

Filing Information

Document Number	M20000002496
FEI/EIN Number	NONE
Date Filed	03/04/2020
State	WY
Status	ACTIVE

Principal Address

7777 NORTH WICKHAM ROAD, #12-713
MELBOURNE, FL 32940

Mailing Address

7777 NORTH WICKHAM ROAD, #12-713
MELBOURNE, FL 32940

Registered Agent Name & Address

LEGALINC CORPORATE SERVICES INC.
5237 SUMMERLIN COMMONS BLVD, STE 400
FORT MYERS, FL 33907

Authorized Person(s) Detail

Name & Address

Title MBR

PETERSON, JAMES
7777 NORTH WICKHAM ROAD, #12-713
MELBOURNE, FL 32940

Annual Reports

No Annual Reports Filed

Document Images

[03/04/2020 -- Foreign Limited](#) [View image in PDF format](#)

H2000002496

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Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : LEGALINC CORPORATE SERVICES INC.
Account Number : 120180000011
Phone : (844)386-0178
Fax Number : (214)317-4754

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**Foreign Limited Liability Company
Jimson Hospitality, LLC**

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Certified Copy	0
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APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY
COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Jimson Hospitality, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Wyoming
(Jurisdiction under the law of which foreign limited liability company is organized)

3. (FEI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S., to determine penalty liability)

5. (Street Address of Principal Office)

6. (Mailing Address)

7777 North Wickham Road, #12-713

7777 North Wickham Road, #12-713

Melbourne, FL, 32940

Melbourne, FL, 32940

7. Name and street address of Florida registered agent. (P.O. Box NOT acceptable)

Name: LEGALINC CORPORATE SERVICES INC.

Office Address: 5237 SUMMERLIN COMMONS BLVD, STE 400

FORT MYERS

33907
Florida

(City)

(Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Nancy Luna
(Registered agent's signature)

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((H20000073414 3)))

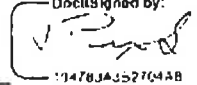
8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total].

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name, James Peterson	<input type="checkbox"/> Manager	Name, _____
<input checked="" type="checkbox"/> Member	Address, _____	<input type="checkbox"/> Member	Address, _____
<input type="checkbox"/> Authorized	7777 North Wickham Road, #12-713	<input type="checkbox"/> Authorized	_____
Person	Melbourne, FL, 32940	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name, _____	<input type="checkbox"/> Manager	Name, _____
<input type="checkbox"/> Member	Address, _____	<input type="checkbox"/> Member	Address, _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name, _____	<input type="checkbox"/> Manager	Name, _____
<input type="checkbox"/> Member	Address, _____	<input type="checkbox"/> Member	Address, _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

DocuSigned by:

 14783A352704AB

Signature of an authorized person

James Peterson

True for printed name of signer

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STATE OF WYOMING
Office of the Secretary of State

(((H20000073414 3)))

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

Jimson Hospitality, LLC
is a
Limited Liability Company

formed or qualified under the laws of Wyoming did on **November 18, 2019**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2019-000885867**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 2nd day of March, 2020 at 6:46 PM. This certificate is assigned ID Number 035113424.



Edward A. Buchanan
Secretary of State

2020-03-04 12:30

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